AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
July 22, 2014
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Open Forum**

6. **County Judge's Office:**

A. **AI-45608** Resolution honoring Aurora G. Cavazos who celebrated 102 yrs. of life on Friday, July 18, 2014

B. **AI-45560** Resolution honoring the McAllen Fire Department on their win during GMA's 5 Alarm Firefighters Challenge.

C. **AI-45595** Discussion, consideration, and approval to adopt Economic Development Incentives Program Guidelines and Criteria under the provisions of Section 381.004.

D. **AI-45584** Discussion and possible action regarding enabling legislation for Hidalgo County Hospital District and proposed Memorandum of Understanding.

E. **AI-45594** Discussion, consideration, and approval of Memorandum of Understanding between Hidalgo County, City of Edinburg, City of McAllen, City of Mission, City of Pharr and The University of Texas System for Medical School.

7. **Executive Officer - Valde Guerra:**

A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement

B. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
1) Renovations to Former Administration Building 1st and 2nd Floors
2) Update on other ongoing county owned building construction and renovation repair projects
3) Emergency situations occurring since last agenda meeting

C. **AI-45407** 1. Public Hearing regarding Internal Revenue Code Section 147 (f) concerning the proposed financing by Public Finance Authority of the acquisition and rehabilitation of an apartment complex known as Heritage Square Apartments, Edinburg, Texas
2. Resolution approving the financing of the acquisition and rehabilitation of Heritage Square Apartments located at 515 S. Sugar Road, Edinburg, Texas 78539 by the issuance of bonds in an amount not to exceed $12,000,000.00 by Public Finance Authority on behalf of Agape Heritage GP, Inc. and authorizing the County Judge to execute the approval on behalf of the County

D. **AI-45610** Disclosure of firm name change from Palacios & Associates to Palacios, Garza & Thompson, P.C. in connection with letters of engagement/billing for legal representation of the following cases:

Christina Mejia Gutierrez v Hid. Co. Sheriff's et al - Civil Action #7:13-cv-00392
Claim of Consuelo Gonzalez
Leonarda Rodriguez-Serna v Hidalgo County - CL-14-2283
Luis E. Caudillo vs. Hidalgo Co. Sheriffs Office - CL-11-2010-D
Rogelio Regaldo vs. Hidalgo Sheriff Office - C-1005-11-C

8. **Justices of the Peace:**

A. **AI-45599** J.P. Pct. 2, Pl. 1 - Bobby Contreras:
Discussion regarding the creation of a JP Warrant Officer/Bailiff position

9. **Human Resources - Esther Cortez:**

A. **AI-45536** Precinct #3 - Sanitation (1100):
1. Approval of the following personnel actions:

Action	Position Title	Slot #	Dept./ Program	Current/Proposed Budgeted Salary
Delete	Maintenance I	0044	123-001	$28,840.00
Delete	Maintenance I	0045	123-001	$28,840.00
Create	Truck Driver III	0048	123-001	$32,960.00

2. Approval of revised salary schedule.

10. County Clerk's Office - Arturo Guajardo, Jr.:

A. AI-45590 Resolution in Honor of Sylvia L. Reyes

11. Sheriff's Office:

A. AI-45573 Sheriff's Office 2011 Supplemental Operation Stonegarden Grant (1284):
1. Discussion, authorization, and approval to execute the Operation Stonegarden 2011 Supplemental Grant Sub-Recipient Interlocal Agreement from the Governor's Division of Emergency Management (Texas Department of Public Safety) between the County of Hidalgo and the Texas Department of Public Safety (TXDPS).
2. Approval of Certification of Revenues by the County Auditor for the FY2011 Operation Stonegarden Grant.
3. Approval to appropriate the following state budgets for awarded amount pursuant to sub-recipient interlocal agreements with the County of Hidalgo for the Operation Stonegarden Grant from the Governor's Division of Emergency Management (Texas Department of Public Safety):

	Sub-Recipient	Amount
1	Texas Dept. of Public Safety (TXDPS)	97,981.33
TOTAL		97,981.33

B. AI-45563 Sheriff Office 2012 Operation Stonegarden Grant (1284):
1. Discussion, authorization and approval to execute the Operation Stonegarden Grant Sub-Recepient Interlocal Agreement from the Governor's Division of Emergency Management (Texas Department of Public Safety) between the County of Hidalgo and the Texas Department of Public Safety (TXDPS).
2. Approval of Certification of Revenues by the County Auditor for the FY2012 Operation Stonegarden Grant.
3. Approval to appropriate the following budget for additional awarded amount pursuant to one of three additional sub-recipient interlocal agreements with the County of Hidalgo for the Operation Stonegarden Grant from the Governor's Division of Emergency Management (Texas Department of Public Safety):

	Subrecepient	Amount
1	Texas Dept. of Public Safety (TXDPS)	530,880.20

TOTAL		530,880.20

12. **Health & Human Services Department - Eddie Olivarez**

A. **Health Care Funding District:**

1. Discussion and/or action, including but not limited to Health Care Funding District and/or Expenditures

B. **Indigent Health Care Program:**

1. Discussion and/or action, including but not limited to Indigent Health Care Program and 1115 Waiver and/or Expenditures

13. **Adult Probation - Arnold K. Patrick:**

A. **AI-45452** DWI Grant Program Income (1289):
1. Approval of certification of revenues by the County Auditor for the DWI grant program income in the amount of $2,755.90.
2. Aproval of appropriation of DWI grant program income (GPI) in the total amount of $2,755.90.

14. **Urban County - Diana Serna:**

A. **AI-45391** The Urban County Program on behalf of the City of Palmview, is requesting consideration and action to award and enter into a construction contract with SANCO General Contracting, Inc. in the amount of $111,038.00. UCP funds in Years 23, 24 & 25 (2010, 2011 & 2012) Street Improvements line item will be utilized.

B. **AI-45519** Urban County Program on behalf of Precinct No. 2 is requesting consideration and action to award bid received from Walters Group Inc. d/b/a Surrey Fire Safety House in the amount of $69,968.00 for the purchase and delivery of a Fire Educational Trailer. This project will be funded thru UCP – Precinct No. 2 Public Service (general) FY 25 (2012) and the City of San Juan general disbursement funds.

C. **AI-45453** 1. Urban County Program is requesting County Commissioner's Court approval of a Resolution designating authorized signatories for contractual documents and documents for requesting funds pertaining to the TxCDBG - Texas Department of Agriculture (TDA) Contract No. 713045.

2. Consideration and approval to authorize the County Judge to sign any and all contractual documents associated with TDA Contract No. 713045 (i.e. amendment requests, change orders, financial documents, etc.).

15. **Planning Department - Raul Sesin:**

A. **AI-45544** 1. Preliminary Approval with Variance Request
a. Los Vientos Estates Phase 2 – Pct. 4 (Kathryn I. East)

2. Preliminary Approval
a. La Esperanza Subdivision – Pct. 1 (Taek & Nancy Kim)

3. Final Approval
a. Los Cielos Subdivision – Pct. 1 (Ramon Saenz Jr.)
b. Sharyland ISD Pioneer High School – Pct. 3 (Sharyland ISD)

4. Final Approval with Financial Guarantee
a. Coronado Subdivision – Pct. 1 (Amador Coronado)

5. Discussion and possible action to approve an order, closing, abandoning, and vacating 2.5 acres of
Pct. 1 - Engleman Rd.

16. **Precinct #1 - Comm. Cuellar:**

A. **AI-45438** 1. Authorization and approval of name change as recommended by LRGVDC 911
Proposed name: HILLTOP SR.

2. Authorization and approval of name change as recommended by LRGVDC 911
Proposed name: JAIME CAVAZOS ST.

17. **Precinct #4 - Comm. J. Palacios:**

A. **AI-45591** Approval of Resolution in honor of Cindy Gutierrez

18. **Budget & Management - Sergio Cruz:**

A. **AI-45314** 1. Discussion, consideration, acceptance and approval of Advance Funding Agreement between Hidalgo County and Texas Department of Transportation for North Alamo Road from FM 1925 to 0.5 miles North project (CSJ: 0921-02-311) with authority for the County Judge to sign the agreement.

2. Approval to issue check payable to Texas Department of Transportation Trust Fund in the amount of $34,200.00 to cover the estimated share of Preliminary Engineering and Right of Way associated with this project and with the County Treasurer to issue check after review and processing procedures are completed by the County Auditor.

B. **AI-45441** Sanitation Program
1. Approval of Order creating a Solid Waste Disposal Program and assessment of a $25.00 quarterly fee for rural and unincorporated residents of Hidalgo County.
2. Approval of the Countywide Solid Waste Citizen Collection Station Rules.

C. **AI-44100** County Transportation Infrastructure Fund Grant Program
1. Discussion, consideration and approval of grant funding agreement between the State of Texas and Hidalgo County pursuant to Title 43 Texas Administrative Code (TAC) 15.191.
2. Approval to accept the County Transportation Infrastructure Fund Grant award in the amount of $908,285.00.
3. Approval of Resolution to establish the County Transportation Infrastructure Fund Grant Program in Hidalgo County and designate the County Judge as the authorize official.

D. **AI-45607** Pct. 3 R&B (1200)
Approval of 2014 appropriation to funds in the amount of $23,715.69 to fund unallowable expenditures by TXDOT related to Regal Estates BCAP Project.

19. **Purchasing Department - Marty Salazar:**
Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **Hidalgo County**

1. **AI-44878** Recommending award of bid and approval of contract document to sole bidder, CTC Distributing, LTD., meeting all specifications and/or requirements as attached hereto for Hidalgo County - "Off-Premises Storage, Records Management, Pick-Up Retrieval and Delivery Services" RFB No. 2014-050-05-21-YZV.

2. **AI-45552** **Hidalgo County Human Resources Department:**
Requesting/recommending action for Hidalgo County Commissioners Court to waive minimum meeting time provision of two (2) hours under HC Accounting Procedures Manual Food Policy (approved by CC 08/05/08)

Section-A. (page 2 of 5)
Policies & Guidelines-Permitted Expenditures

1. b The duration of the events must be two or more consecutive hours

for the Civil Service Meeting held on 06-12-14 and thus allowing the processing of Invoice #0000275577-$42.40 for payment to Subway Sandwiches & Salads through PO#703349.

B. **Pct. 1:**

1. **AI-45447** Acceptance and approval of "Third Amendment" (approved as to form by legal) to the existing AIA B101-2007 Contract #C-10-320-02-08; Standard Form of Agreement between Hidalgo County (Owner) and Alcocer Garcia Associates (Architect) of the revision of budget increase request in connection to the architectural services for the "Design and Construction of A New Constable Building" in Precinct No. 1.

C. **Pct. 2**

1. **AI-45555** Approval of closing documents for sale of real property known as LJ Ponds to Hidalgo County Drainage District No. 1 and authority for County Judge to execute same.

20. **Closed Session:**
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. **AI-45515** Claim of Benito Chavez

D. **AI-45567** Claim of Angelica Tijerina Palacios

E. **AI-45569** Claim of DAAIV FAM LTD

F. **AI-45571** Hidalgo County v. Aurelio Vaca & Guadalupe Yasmin Vaca

G. **AI-45600** C-0582-14-E; Cynthia Cantu v. Sarai Navarro and County of Hidalgo

H. **AI-45613** C-6203-14-A; Juanita Jackson vs. El Valle, Juan Ramos, Precinct 4

I. **AI-45616** Claim of Gustavo Chapa dba Liberty Auto Sales

21. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-45516** Claim of Benito Chavez

D. **AI-45568** Claim of Angelica Tijerina Palacios

E. **AI-45570** Claim of DAAIV FAM LTD

F. **AI-45572** Hidalgo County v. Aurelio Vaca & Guadalupe Yasmin Vaca

G. **AI-45601** C-0582-14-E; Cynthia Cantu v. Sarai Navarro and County of Hidalgo

H. **AI-45614** C-6203-14-A; Juanita Jackson vs. El Valle, Juan Ramos, Precinct 4

I. **AI-45617** Claim of Gustavo Chapa dba Liberty Auto Sales

22. **Closed Session:**
Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed

23. **Open Session:**
Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed

24. **Adjourn**

AI-45608 **County Judge's Office 6. A.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted For: Jaime Longoria **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Resolution honoring Aurora G. Cavazos who celebrated 102 yrs. of life on Friday, July 18, 2014

BACKGROUND

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/18/2014 05:06 PM
Purchasing Department	Monica Badillo	07/18/2014 05:26 PM

Form Started By: Monica Badillo Started On: 07/18/2014 04:22 PM

Final Approval Date: 07/18/2014

RESOLUTION IN HONOR OF AURORA GONALEZ-CAVAZOS

WHEREAS, Aurora Gonzalez-Cavazos was born on July 18, 1912 to Melecio and Andrea Gonzalez in Tabasco, Texas, near La Joya. A native of the Rio Grande Valley since birth, Ms. Cavazos grew up and was raised in La Joya alongside three sisters and four brothers. She is among a very few who have witnessed the growth and expansion of the County over the past 102 years; and

WHEREAS, Ms. Cavazos was truly a woman of her time, in an era in which women did not go to school or receive an education, she defied all odds. In 1931 Ms. Cavazos graduated from Nellie Schunior High School – now known as La Joya High School – becoming one of only a few women to do so. Education has always been important to her; it was instilled in her by her father who was an advocate of education and it continues to be an important focus in her own family generation after generation; and

WHEREAS, In 1935 Ms. Cavazos married Blas and together they raised three children: Maria Elena, Belinda, and Sonia. She recalls her wedding day as the "celebration of the century" due to the fact that, for the first time, they could have a reception at night because electric light bulbs had just been installed in the city, a true luxury in that era; and

WHEREAS, Ms. Cavazos has seen and experienced a great deal of change in her 102 years: She was two-years-old when World War I began in 1914; eight-years-old when the 19th Amendment allowed women to vote; and 42-years-old when the Civil Rights movement began in 1954. Ms. Cavazos says she has seen it all and that she feels "privileged" for that opportunity;

Now, therefore, be it RESOLVED that the Hidalgo County Commissioners Court hereby recognizes and honors Aurora Gonzalez-Cavazos as a life-long resident; we thank her for her contributions to our county; and we wish her the best of health on reaching this milestone in her life, 102 years!

Approved this 22nd day of July, 2014.

RAMON GARCIA
County Judge

A.C. CUELLAR, JR.
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-45560 **County Judge's Office 6. B.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted For: Jaime Longoria **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Resolution honoring the McAllen Fire Department on their win during GMA's 5 Alarm Firefighters Challenge.

BACKGROUND

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/17/2014 02:14 PM
Purchasing Department	Monica Badillo	07/18/2014 05:26 PM

Form Started By: SANDRA DELEON Started On: 07/17/2014 12:19 PM

Final Approval Date: 07/18/2014

RESOLUTION HONORING CITY OF MCALLEN FIREFIGHTERS

WHEREAS, There are currently an estimated 800 full-time and volunteer firefighters working in Hidalgo County. These brave individuals are committed to helping others in potentially dangerous situations, even while placing their own lives at risk; and

WHEREAS, Hidalgo County firefighters take a "one-stop, all hazards approach" to emergency situations. They diligently and cohesively work together as a team, collaborating with other fire departments as they support each other in the service to our community; and

WHEREAS, the following members of the McAllen Fire Department: Mark Zamora; Justin Hill; Thomas Brooks; Jerry Peña; Lt. Philip Winger; Lt. Paulo Herrera, as "Sparky" the mascot; and Chief Rafael Balderas; were featured on *Good Morning America*'s *5-Alarm Firefighters Challenge* – in a friendly competition with firefighters from Tacoma, Washington and Gulf Shores, Florida. They won three out four challenges that included a friendly dance off, obstacle course, best firehouse recipe, and trivia for a chance to win a $10,000 prize towards a charity of their choice; and

WHEREAS, Hidalgo County recognizes the City of McAllen, the McAllen Fire Department and the firefighters who won first place in *Good Morning America*'s *5-Alarm Firefighters Challenge*, and the $10,000 grand prize, which is designated for "Texas Line of Duty Death Task Force," an organization that helps the families of fallen heroes.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court hereby commends the members of the McAllen Fire Department for their outstanding representation during the competition, which resulted in garnering positive national attention for the City of McAllen, Hidalgo County, the Rio Grande Valley and the State of Texas.

Dated this 22nd day of July, 2014.

RAMON GARCIA
County Judge

A.C. CUELLAR, JR.
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-45595 **County Judge's Office 6. C.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted For: Bobby Villarreal **Submitted By:** Michael Leo, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and approval to adopt Economic Development Incentives Program Guidelines and Criteria under the provisions of Section 381.004.

BACKGROUND

Court previously approved guidelines. Expired in 2012.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

None. Establishes policy.

Attachments

381 Policy

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/18/2014 01:10 PM
Manuel Chapa	Manuel Chapa	07/18/2014 01:25 PM
Purchasing Department	Monica Badillo	07/18/2014 05:26 PM

Form Started By: Michael Leo Started On: 07/18/2014 12:48 PM

Final Approval Date: 07/18/2014

RESOLUTION ADOPTING COUNTY OF HIDALGO ECONOMIC DEVELOPMENT INCENTIVES PROGRAM GUIDELINES & CRITERIA UNDER CHAPTER 381 OF THE TEXAS LOCAL GOVERNMENT CODE

WHEREAS, the Commissioners Court of Hidalgo County, Texas, previously adopted Guidelines & Criteria for an Economic Development Incentives Program under Chapter 381 of the Texas Local Government Code, which have now lapsed.

WHEREAS, the Commissioners Court of Hidalgo County, Texas, has reviewed the incentives and related agreements created pursuant to the previous guidelines and criteria to determine whether the goals have been achieved, and now following that review desires to continue Hidalgo County's economic development program to unify public and private entities within and outside of Hidalgo County for the purpose of communicating, collaborating and coordinating efforts that promote a sustainable and healthy economic future for Hidalgo County.

WHEREAS, Hidalgo County has the authority to develop and administer a program to stimulate business and commercial activity in the county under Texas Local Government Code, Section 381.004, and other statutes.

WHEREAS, Hidalgo County may use county employees or funds for the program and accept contributions, gifts, or other resources to develop and administer the program pursuant to Texas Local Government Code, Section 381.004(c).

WHEREAS, pursuant to Section 381.004(e) of the Texas Local Government Code, additional funding may be available to Hidalgo County from unclaimed money the comptroller receives under Chapter 74 of the Texas Property Code.

WHEREAS, the intent of this program is to stimulate business and commercial activity in Hidalgo County in order to enhance the ability of Hidalgo County to compete in a global economy.

NOW, THEREFORE BE IT ORDERED that, in accordance with Texas Local Government Code, Section 381.004, Hidalgo County authorizes the County Judge to develop and administer an economic development program:

(1) for state or local economic development;

(2) for small or disadvantaged business development;

(3) to stimulate, encourage, and develop business location and commercial activity in Hidalgo County;

(4) to promote or advertise Hidalgo County and its vicinity or conduct a solicitation program to attract conventions, visitors, and businesses;

(5) to improve the extent to which women and minority businesses are awarded Hidalgo County contracts;

(6) to support comprehensive literacy programs for the benefit of Hidalgo County residents; or

(7) for the encouragement, promotion, improvement, and application of the arts;

This program may include:

(x) entering into tax abatement agreements with owners or lessees of property interests subject to ad valorem taxation; and/or

(y) making loans and grants of public money and providing personnel and services of the county.

The program shall be developed and administered to achieve the following strategic objectives of Hidalgo County:

(1) cooperate with cities to improve quality of life of their residents;

(2) plan for and promote the future development of the county, including communities, rural areas, and the Rio Grande Valley region; and

(3) eliminate duplication and promote efficiency in the coordinated economic development of Hidalgo County.

The economic development staff of Hidalgo County is hereby directed to assist the County Judge with developing and administering such projects as may be approved by Commissioner's Court pursuant to this program.

NOW, THEREFORE BE IT FURTHER ORDERED that the Commissioners Court of Hidalgo County, Texas, hereby adopts the Economic Development Incentives Program Guidelines & Criteria attached as Exhibit A.

PASSED, APPROVED, ADOPTED AND ORDERED, this the ___ day of July, 2014 by the Commissioners Court of Hidalgo County, Texas.

_____	_____
Ramon Garcia County Judge	Hector "Tito" Palacios Commissioner, Pct. 2
_____	_____
A.C. Cuellar, Jr.	Joseph Palacios

Commissioner, Pct. 1

Commissioner, Pct. 4

_____
Joe M. Flores
Commissioner, Pct. 3

ATTEST:

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

_____
Arturo Guajardo, Jr.
County Clerk

By: _____
Stephen Crain

EXHIBIT A

ECONOMIC DEVELOPMENT INCENTIVES PROGRAM

GUIDELINES & CRITERIA FOR PARTICIPATION IN PROJECTS UNDER CHAPTER 381 OF THE TEXAS LOCAL GOVERNMENT CODE

SECTION I. GENERAL PURPOSE

The County of Hidalgo (the "County") has established an economic development program pursuant to Section 381.004 of the Texas Local Government Code. This program evidences the County's continuing commitment to improving the growth, sustainability and diversity of the local economy, and thereby contribute to the long-term prosperity of the County and its citizens.

In accordance with Section 381.004, the County authorizes the County Judge to continue to develop and administer this economic development program:

(1) for state or local economic development;

(2) for small or disadvantaged business development;

(3) to stimulate, encourage, and develop business location and commercial activity in the County;

(4) to promote or advertise the County and its vicinity or conduct a solicitation program to attract conventions, visitors, and businesses;

(5) to improve the extent to which women and minority businesses are awarded the County contracts;

(6) to support comprehensive literacy programs for the benefit of County residents; or

(7) for the encouragement, promotion, improvement, and application of the arts;

It is the policy of the County to implement its economic development program to

(1) cooperate with cities to improve the quality of life of their residents;

(2) plan for and promote the future development of the County, including communities, rural areas, and the Rio Grande Valley region; and

(3) eliminate duplication and promote efficiency in the coordinated economic development of Hidalgo County.

The County aims to be flexible and innovating in exploring various avenues for economic development through this program and welcomes input from the community regarding other ways to support economic development in the County.

Through this program, the County may provide incentives for certain private and/or public developers and businesses that make or will make a measurable difference in achieving economic growth and development, expanding and diversifying the tax base and creating new employment opportunities within the County, pursuant to Chapter 381, Texas Local Government Code.

The County may use grants or loans of County funds, tax incentives and, to the extent the legislature appropriates unclaimed money the comptroller receives under Chapter 74, Property Code ("Comptroller Funds"), any Comptroller Funds received by the County in carrying out the program.

This program includes training for County personnel, support for various programs and initiatives that contribute to these economic development goals and purposes stated above and support for industry and businesses.

This policy also includes standards by which new businesses or expansion of existing businesses, and new developments or re-developments may be considered for financial incentives. The County will only consider granting such incentives to business and industry to the help alleviate underdeveloped, unproductive and/or blighted areas in the County that, without such incentives, would not normally be developed or redeveloped.

It is the policy of the County that said consideration will be provided in accordance with the guidelines and criteria outlined in this document (the "Guidelines and Criteria"). The County is not obligated to grant any incentives to any applicant and nothing herein will imply or suggest that the County is under any obligation to provide such incentives to any applicant. All applicants will be considered on a case-by-case basis, and the decision to approve or deny any incentives to any particular applicant will be at the discretion of the Commissioners Court of the County. Adoption of these Guidelines and Criteria does not (1) limit the discretion of the Commissioners Court to decide whether to grant a specific incentive or enter into any related agreement, (2) limit the discretion of the Commissioners Court to delegate to its employees the authority to determine whether the Commissioners Court should consider a particular application for incentives or (3) create any property, contract or other legal right in any person to have the County consider or grant a specific application or request for incentives.

SECTION II. PROGRAM COMPONENTS.

A. **Economic Development Office Initiatives**. The staff of the County Judge's office tasked with oversight of economic development matters for the county (the "economic development office") shall as part of this program:
    i. implement and oversee marketing and advertising programs to support the purposes hereof; and
    ii. participate in training and educational programs concerning economic development, including travel and other incidental expenses related thereto.

B. **Literacy Programs and Arts Development Initiatives**. The County's economic development office is instructed to develop requirements for arts and literacy projects that may be supported through this program, including developing an appropriate application for this component of the program. Projects must demonstrate either support for economic development or increased attractiveness of the County for economic development. The County anticipates such projects will be nonprofit.

C. **Financial Incentives for Business and Industry.** Business and industry development projects meeting the Guidelines and Criteria set forth below may be considered for financial incentives as part of this program. The County will use its tax abatement application as the application for this program (with applicants required to provide such additional materials as required to meet the requirements hereunder), until such time, if any, as the economic development office opts to utilize a separate application.

D. **University of Texas System Medical School.** The County finds that assisting the development of the new University of Texas System medical school in the County (the "Medical School"), will substantially enhance economic development in the County through the construction and development of the Medical School, the operation of the medical school and the improvement to the health and welfare of the workforce. Until such time, if any, as a hospital district is approved and implemented for the Medical School, the County may include support of the Medical School under this program.

SECTION III. AVAILABLE ECONOMIC DEVELOPMENT INCENTIVES

Given the extensive need for economic development in the County, this program incorporates the broad range of incentives that the County is authorized to offer, including the following:

- Reimbursement based on property tax increment payments*
- Assistance in pursuing grant/loan funding from other public agencies
- Making loans or grants of public money

- Providing personnel and services of the County
- Other forms of requested assistance as may be approved by the County

* While frequently referred to as rebates, the incentives are actually reimbursements of amounts paid by the applicant on improvements related to the project, which payments are made from the tax increment paid by the business, and not rebates in fact.

A. Comptroller Funds.

Each fiscal year, the County shall request Comptroller Funds.

Provision of funds to literacy and arts projects pursuant to Section II.B. above shall only be made as part of this program to the extent the County has sufficient Comptroller Funds available during the applicable year.

The County may also use Comptroller Funds for other purposes hereunder, except with respect to projects approved pursuant to Section II.C.

B. Tax Increment, Tax Abatement and Similar Incentives

With respect to projects included hereunder pursuant to Section II.B above, the incentives will be funded from property tax from the related property and may be granted for a period of not more than ten years. As a matter of general policy, more than one type of incentive (i.e., tax abatement, tax reinvestment zones, and Chapter 381 agreements entered into as a result of this policy) will not be used simultaneously unless the revenue stream from which the incentives granted in the Chapter 381 agreement are funded is derived from sources other than property tax.

The manner for calculating the tax increment will be included in the agreement, and will usually track the Tax Increment Financing Act calculation pursuant to the tax abatement guidelines. Generally, the development must commence within one year of applying for the incentive and construction must be completed within two years of execution of the agreement unless the agreement allows for construction in phases. The year the agreement is executed will be the base for determining the tax increment, and no incentive payment will be made until the calendar year following completion of the project and compliance with the employment requirements set forth in the agreement. In determining the amount of a tax increment from which an incentive may be calculated, any tax revenue resulting from a tax roll-back will not be considered as part of the award incentive. Any other artificial increases in tax revenue will also be excluded.

The amounts of incentives available hereunder will be governed by the tax abatement guidelines, provided that the agreement will require each year that the applicable tax abatement percentage will be reduced by 5% (for example, in year two, a 40% abatement will be reduced to 35%) or, in the case of Extraordinary Impact projects, 2.5%, with a 5% abatement being the floor.

Award of incentives requires the applicant to meet eligibility criteria and enter into an agreement with the County, which is approved by the Commissioners Court. The County may require a master development agreement as part of the application process when other public entities are participating in the Project.

The application process and incentive award is administered by the economic development office.

The Commissioners Court shall consider the percentage of the tax increment that the County will award as an economic incentive on a case-by-case basis through proper and reasonable negotiations with an applicant and other participating public entities. As a matter of general policy, the County will exclude any amount required for debt service when determining a participation or award amount.

C. Pilot Program on Job Creation and Retention.

As part of its endeavor to explore different approaches for economic growth in the County, in lieu of the other incentives available hereunder, incentives based on Job creation and retention will be available to Grandfathered Projects. The incentive available to a Grandfathered Project will be capped at the maximum incentive per year that, in the County's calculation, would have been applicable pursuant to the applicable original agreement. The incentive will be funded from the tax increment generated by the Grandfathered Project, with the base year being the base year that would have been applicable for the original agreement. January 1 of the base year will also be used in the applicable 381 agreement as the base for job creation and retention. The incentive available will be a maximum of $150 per job, provided the maximum incentive will be capped as set forth above.

D. Grants and Loans of Public Funds.

Except as expressly provided in these Guidelines and Criteria, the County will not make grants or loans of public funds of public funds pursuant to this program. Until such time as a hospital district is established and implemented for the Medical School, the County may, however, consider provision of public funds to the Medical School hereunder.

E. Provision of County Services and Personnel

Upon request, the County will consider provision of specific services and personnel on a case by case basis.

SECTION IV. MINIMUM REQUIREMENTS FOR FINANCIAL INCENTIVES TO BUSINESSES AND INDUSTRY

Except as otherwise set forth in this policy, in order to be considered for incentives under this program pursuant to Section II.C, a project must meet the following minimum

requirements, and must explain in the project plan (submitted as part of the application) how the requirements are met:

A. The County pursues a stable, year-round economy with unemployment rates at least as favorable as the rest of Texas. The project must create at least 26 new jobs.

B. The County seeks to attract projects that will include substantial economic development for the County. The project must invest at least $1.5 million in real and personal property in the County.

C. The project, including all businesses and entities related to it, must comply with all applicable environmental and governmental regulations during the term of incentive agreement.

D. In the event the project is located in whole or in part in any municipality, the municipality must (i) fund at least 50% of the total costs of the proposed public improvements or associated project costs for which incentives are provided by the County and (ii) assume responsibility for any future maintenance costs associated with such public improvements (if applicable).

Requirements:

- Application includes a statement of compliance with all applicable rules and regulations.
- Application includes a copy of city ordinance and related agreement that demonstrates funding and maintenance commitments toward the project.
- Such other documentation as required by the County.

Grandfathered Projects (as defined below) are deemed to have met the minimum requirements.

While the County is not obligated to grant incentives to any applicant, an applicant pursuant to Section II.B. must meet the minimum criteria set forth about in this section and qualify under Section V in order to be eligible for consideration for any incentives under these Guidelines and Criteria. A project meeting all of these criteria does not entitle the applicant to incentives for the project, and nothing contained herein limits the discretion of the Commissioners Court with respect to denying incentives.

This process is intended to ensure that projects the County invests in pursuant to Section II.B. of this program are of a certain quality, and that the projects match the region's needs and result in viable opportunities for the local workforce.

SECTION V. GENERAL CRITERIA

Projects meeting the minimum requirements set forth in Section IV above or within an exception below, will be evaluated on the following criteria and scored accordingly.

A. Overall Economic and Fiscal Impact

The project must demonstrate public purpose and economic benefit through advancement of the County's economic goals, including expanding the tax base, creating jobs, increasing private capital investment in the community, spurring development in targeted County locations; or encouraging development of targeted businesses or clusters desirable to enhance the County's economy.

Requirements:

- Economic impact analysis (jobs, economic activity)
- Net fiscal impact analysis
- Other project-specific items

B. Linkages to Local Economy

1. The County supports the development of underdeveloped areas, blighted areas, and targeted infill areas within the County. Specifically, the County desires to support projects that benefit rural areas within the County and those areas with high unemployment.

2. The County supports the retention and expansion of existing businesses within the County, and the maintenance and attraction of headquarters operations to the County.

3. The County seeks to attract businesses within the industry clusters identified by Workforce Solutions in the Industry Cluster Analyses for the Rio Grande Valley: manufacturing, transportation, logistics and warehousing, business and professional services, retail, tourism, recreation and entertainment, and health services and medical technologies. In particular, the County seeks to encourage development of new industry clusters, such as telecommunications and technology. The applicant must be in a growing industry and demonstrate financial stability and capacity to complete the project.

4. The County of Hidalgo supports the attraction and retention of companies that have strong regional, national, or international markets for their products or services.

5. The County supports projects that create contracting opportunities for local firms, especially small and disadvantaged business.

Requirements:

- Application must include a detailed project plan, which covers the above criteria, including establishing goals for diversity in vendor contracting.
- Analysis of materials provided with application and information gleaned from secondary sources.

C. Infrastructure Impact

1. The County supports projects that positively impact the County and communities in the County, and that have a regional benefit beyond the proposed project.

Requirement:

- Application includes a detailed description of any public improvements that will be undertaken, how they will be funded, and a statement about how these improvements benefit the County, or an area and/or region of the County.

2. A project should generate revenues to the County which outweigh costs associated with incentives. The County will not consider projects that make a disproportionate demand on County's infrastructure.

Requirement:

- Net fiscal impact analysis, economic impact analysis, and other information included in application and obtained from other sources.

3. The County supports projects that provide new public facilities (e.g., park and other public open space, libraries, hike and bike trails) and/or meet U.S. Green Building Council Leadership in Energy and Environmental Design Program (LEED) Standards/Certification.

Requirement:

- Documentation of public facilities, programs or services included in application.
- U.S. Green Building Council LEED Standards/Certification

D. Character of Jobs/Labor Force Practices

The County seeks to attract projects that create substantial employment opportunities, with an emphasis on the following:

1. The County will consider average wage paid and how wages compare to the local or national industry average. The County will also consider the median wage paid and how job categories and wages are distributed with the overall structure of the business. Specifically, the County is interested in jobs that pay a wage or salary equal to or greater than the then current Hidalgo County Median Wage as computed annually by the Texas Workforce Commission. (For example, 2006 Median wage was $19,582/year or $9.41/hour.)

2. The County seeks to attract projects in which the majority of the new hires are already residents of the County.

3. The County is interested in projects that provide education, training or other opportunities for advancement.

Requirements:

- Total of number of jobs created.
- Average and median wages compared to national/regional averages.
- Estimate of percentage of hiring from local labor force.
- Employee training plan or other information in application about available opportunities for advancement.

E. Extraordinary Impact

For a project to be eligible for additional consideration for incentives pursuant to these Guidelines and Criteria, the business or commercial development project, in the opinion of the Hidalgo County Commissioners Court, must meet all of the following additional criteria:

A. The project creates 250 or more jobs (as defined in Section IV.A. above).
B. The project invests $25 million or more in real and personal property within the County.
C. The project makes health benefits available to its employees, including paying at least 50% of the insurance premium.

Requirements:

- Economic impact analysis (jobs, economic activity).
- Net fiscal impact analysis.
- Documentation of health benefits.

F. Qualification By Means of Other Economic Development Programs

In lieu of meeting the requirements set forth in Section V.A through E above, a project (each, a "Grandfathered Project") may be eligible for incentives hereunder if it meets the following criteria:

i. The applicant previously applied for economic development incentives from the County through a different program prior to adoption of these Guidelines and Criteria.
ii. Commissioners Court previously approved economic development assistance through other County programs (such as tax abatement).
iii. The applicant did not receive economic development assistance from County for the project due to issues involving lack of participation of a non-applicant owner of real property involved in the project.
iv. The project has and is expected to continue to provide to the County the economic benefits for which the County originally approved economic development assistance, including that it has created or will create at least 26 jobs (as defined in Section IV.A. above) and that the project invests or has invested $1.5 million or more in real and personal property within the County.

Requirements:

- Update original application, including economic impact analysis (jobs, economic activity), and explanation of how the project meets the goals of this program.
- Net fiscal impact analysis.
- Documentation of jobs, investment and health benefits.
- Release the County from any and all obligations under original economic development incentive program and/or agreements.

SECTION VI. APPLICATION AND EVALUATION PROCESS

The County will review the project plan and other materials submitted by the applicant. The economic development office may make a recommendation to Commissioners Court as to the suitability of a project and appropriate incentives as set forth below.

The decision to provide any economic development incentives will be considered on a project-by-project basis, in accordance with the criteria set forth in this policy, and at the discretion of the Hidalgo County Commissioners Court who, with respect to:

(i) applicants who submitted a written request for incentives through other economic development programs prior to January 1, 2014;
(ii) applicants concerning projects within any existing or proposed County transportation reinvestment zone in accordance with Section 222.107 of the Texas Transportation Code;
(iii) the Medical School; and
(iv) applicants concerning projects of Extraordinary Impact

may waive some or all of the requirements, criteria and application award process set forth in this policy if reasonable proof is shown of why the waiver is needed and of the benefit to the County of granting both the waiver and the economic development incentive.

The County will consider participating in projects pursuant to Sections II.B-C on a case-by-case basis when a fully completed application in a form provided by the County is received by the Office of the County Judge, which may be forwarded to such office by the applicable Precinct, and when the application is accompanied by all of the required information and any subsequent information requested by such office, which will be used by the economic development office and Commissioners Court to evaluate the County's participation in awarding incentives under a Chapter 381 agreement.

The information requested on the application will allow the County to assess the project's eligibility, perform a cost/benefit analysis of the proposed project, and evaluate the proposed project based on the County's incentive award amount criteria.

Applications should be received by the County Judge's Office no later than October 1, in order to have an agreement considered and executed in the same year that the application is submitted to the County; it being understood that certain applications may require additional time for review and that the County may decline to grant requested incentives in its discretion.

All information provided by the applicant that is labeled confidential shall be treated as confidential to the extent permitted by State law, including without limitation Section 312.003 of Texas Tax Code and Section 552 of the Texas Government Code. When an economic incentive is awarded by the Commissioner's Court, the core business data required to demonstrate eligibility will be included in the public report to the Commissioner's Court. The incentive agreement will also be available to the public.

Applicants for incentives under Section II.C must submit with the application, proof of having paid to the County a non-refundable application fee of $1,000 in accordance with the tax abatement guidelines, if applicable, (which may include proof of having previously paid such fee to the County in the case of a Grandfathered Project). Such fee is to partially offset the County's expenses in reviewing the application and shall not be refunded in the event the application is withdrawn by applicant or denied by the County. By paying the fee or submitting an application, the applicant agrees to these Guidelines and Criteria, including without limitation that the fee is non-refundable.

The application and award process is as follows:

1. The application is submitted to the County Judge's Office with a copy of the receipt issued by the Hidalgo County Treasurer evidencing payment of the application fee.

2. A determination of eligibility based on the minimum requirements, if applicable is made by the economic development office, and if the determination is that such requirements are not met, the applicant is so notified and the application process ends.

3. The application, if deemed to meet the minimum requirements, is referred to the auditor's office, budget office, tax office, planning department, and appropriate County precinct office for comments.

4. A representative from the budget office, tax office, planning department and each of the four County Precincts may submit recommendations to the economic development office as to how such representatives rate the project based upon the evaluation criteria.

5. The economic development office may then recommend what incentives, if any, the applicant should receive and length of incentive, based on the results of the evaluation criteria rating. If the economic development Office does not recommend an incentive, the economic development office shall so notify the applicant and the application process ends unless the Commissioners Court directs the economic development office to reconsider an application.

6. If an incentive is recommended, the project is referred to legal counsel for review and preparation of an agreement.

7. The Economic Development Office recommends an economic incentive award amount, duration and type to the Commissioner's Court for their review and action.

8. The Commissioner's Court reviews the Economic Development Office's recommendation and may deny the application or take such other action as it deems appropriate, which may include approving the recommended incentive.

9. If an incentive is authorized by the Commissioner's Court, an appropriate agreement is entered into with the applicant, defining the terms and conditions of the award.

10. Except with respect to the projects qualifying pursuant to Section VF (which may commence construction after submission of the original application), Project construction may only commence after the appropriate agreement is entered with the applicant. Commencement of construction is considered to have taken place when any one of the following has occurred:

    a) A building permit has been issued for construction not associated with mitigating an environmental hazard;

    b) The project's site has been cleared and prepared for development;

c) Construction (including renovations or tenant finish-out) has begun;

d) Site specific infrastructure has begun to be installed; or

e) Equipment, inventory, or employees have been relocated to the new site.

If at any stage the application is found to be missing required elements, or additional information is deemed to be needed, the application will be on hold until such time as the elements or information is provided. Any application on hold for 30 days will be deemed voluntarily withdrawn by the applicant. Receipt of the elements or information may cause the application to need to repeat steps in the process. An appeal of any action hereunder must be submitted to the Office of the County Judge, for review by the Commissioners Court, within thirty days of such action.

Without limiting the generality of the foregoing, incentives approved by the Commissioners Court are subject to the applicant (and any other parties required by the County) entering into a written agreement on terms acceptable to the County and the incentives will not be provided to the applicant absent such written agreement.

SECTION VII. COMPLIANCE

All economic development incentives will be formalized in a written agreement between the County, the applicant, and, if applicable, one or more cities. The recipient of the incentive will be required to meet the following performance criteria:

- Compliance with all applicable requirements under this policy.
- Compliance with all applicable governmental laws, rules and regulations.
- Jobs created as required in the agreement.
- Capital investment in real and personal property as required in the agreement.
- Compliance with wage requirements.
- Compliance with any other conditions imposed by the Economic Development Incentives Agreement.

The County reserves the right to audit the recipient to assure compliance with the Economic Development Incentives Agreement. The recipient will be required to certify compliance with any conditions imposed by the agreement prior to obtaining any reimbursement from the County. Non-compliance with any provisions, including failure to provide sufficient documentation of compliance on a timely result, will result in waiver of the incentives for the calendar year. In addition, the Commissioner's Court may discontinue or reduce any on-going incentives if the performance criteria are not met, including timely provision of such documentation.

The County may require such recapture and other enforcement provisions as it deems suitable in any applicable agreement under this program. Applicants are referred to the County's tax abatement guidelines for examples of recapture and other enforcement provisions, although the County reserves the right to use other or additional compliance and enforcement provisions as it deems appropriate in 381 agreements.

SECTION VIII. ADMINISTRATION

A. Access to Facility.

Each agreement will stipulate that employees and/or designated representatives of the County will have access to the project and related facilities during the term of the incentive or any applicable agreement to inspect the facility and/or improvements to determine if the terms and conditions of the granting of the incentive or of the agreement are being met. The County may execute a contract with any other jurisdiction(s) to conduct such inspections. All inspections will be conducted in a manner as to not unreasonably interfere with the construction and/or operation of the facility; provided however, the County may conduct "spot" inspections requiring no advance notification to application. All inspections will be made with one or more representatives of the owner, lessor or lessee, and in accordance with such party's safety standards.

B. Reports, Audits and Inspections.

Owners of facilities and lessees, if any, of eligible property for which incentives are granted will annually certify to the County that they are in compliance with the terms of the incentives and of any applicable agreement. In addition, owners and lessees will provide reports and records reasonably necessary to support each year of the agreement. Such reports and records will include information supporting job creation and retention requirements, information on property purchases, and status reports on the project's progress. Reports supporting job creation and retention shall include Texas Workforce Commission Reports (all Social Security numbers must be redacted prior to submitting such reports to the County) submitted to the State Comptroller on a quarterly basis and a breakdown of all jobs with total annual hours per job. Upon completion of a project, property owners will provide the County with a final report (i) describing all property for which tax incentive is granted, (ii) providing documentation of the final investment costs and (iii) certifying the number of jobs created. If the incentives are granted to a lessor and lessee, the lessee will provide and certify the portion of the final report concerning the number of jobs created. This final report will be accompanied by the opinion of an independent certified public accountant as to its accuracy and completeness. The County will periodically evaluate each facility receiving an incentive to ensure compliance with the agreement and report possible violations of the agreement. The County will have the right to audit the books and records related to the eligible property and supporting the eligible property reports.

SECTION IX. DEFINITIONS

The following definitions apply to the use of terms herein:

A. "Base year value" means the taxable value of the applicant's real and personal property of a type eligible for tax abatement (which excludes inventory and supplies) located in a designated reinvestment zone on January 1 of the year of the execution of the Agreement.

B. "County" has the meaning given such term in Section I above.

C. "Economic development office" has the meaning given such term in Section II.A. above.

D. "Grandfathered Project" has the meaning given such term in Section V.F. above.

E. "Guidelines and Criteria" has the meaning given such term in section I above.

F. "Job" means a permanent, full-time employment position, hired directly or contracted through another entity, that has provided or will result in employment of at least 1,820 hours in the position in a year. Any position providing less than the specified number of hours a year, regardless of the employer's designation of such position, or otherwise not intended as primary employment does not qualify as a "Job" for purposes of these Guidelines and Criteria. See Section V.D above for additional provisions concerning jobs.

G. "Medical School" has the meaning given such term in Section II.D. above.

H. "Personal property" means property that is not real property, and consists of intangible and tangible personal property. Intangible personal means a claim, interest (other than an interest in tangible property), right, or other thing that has value but cannot be seen, felt, weighed, measured, or otherwise perceived by the senses, although its existence may be evidenced by a document. It includes a stock, bond, note or account receivable, certificate of deposit, share account, share certificate account, share deposit account, insurance policy, annuity, pension, cause of action, contract, and goodwill. Tangible personal property means personal property that can be seen, weighed, measured, felt, or otherwise perceived by the senses, but does not include a document or other perceptible object that constitutes evidence of a valuable interest, claim, or right and has negligible or no intrinsic value.

I. "Primary employment" means retention or creation of new jobs for residents of the County as a result of new, expanded or modernized building projects.

J. "Real property" means land, improvements, a mine or quarry, minerals in place, standing timber; or an estate, other than a mortgage or deed of trust creating a lien on property or an interest securing payment or performance of an obligation, in a property enumerated above.

K. "Tax Abatement Guidelines" means the County's most recent guidelines and criteria for tax abatements, as the same may be adopted or amended from time to time.

Additional definitions are found in the tax abatement guidelines

SECTION X. SEVERABILITY

If any provision, section, subsection, sentence, clause, or phrase of these Guidelines and Criteria, or the amendments duly adopted hereto, or the application of the same to any person, entity, or set of circumstances, is for any reason held to be unconstitutional, void, voidable, invalid, or contrary to any existing or prospectively enacted law or statute, the validity and enforceability of the remaining part of these Guidelines and Criteria and amendments thereto will not be affected thereby.

SECTION XI. SUNSET

These Guidelines and Criteria are effective upon the date of their adoption and will remain in force for two years unless amended by vote of the Commissioners Court, at which time all incentives and related agreements created pursuant to these provisions will be reviewed to determine whether the goals have been achieved. Based on that review, the Commissioners Court may modify or renew these Guidelines and Criteria or enact new guidelines and criteria. The County reserves the right to allow these Guidelines and Criteria to lapse and to not thereafter adopt new guidelines and criteria.

AI-45584 **County Judge's Office 6. D.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted By: Erika Reyna, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion and possible action regarding enabling legislation for Hidalgo County Hospital District and proposed Memorandum of Understanding.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/18/2014 09:41 AM
Purchasing Department	Monica Badillo	07/18/2014 05:26 PM

Form Started By: Erika Reyna Started On: 07/18/2014 09:18 AM

Final Approval Date: 07/18/2014

AI-45594 **County Judge's Office 6. E.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted By: Erika Reyna, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and approval of Memorandum of Understanding between Hidalgo County, City of Edinburg, City of McAllen, City of Mission, City of Pharr and The University of Texas System for Medical School.

BACKGROUND

Attachments

MOU

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/18/2014 02:10 PM
Purchasing Department	Monica Badillo	07/18/2014 05:26 PM

Form Started By: Erika Reyna Started On: 07/18/2014 12:46 PM

Final Approval Date: 07/18/2014

MEMORANDUM OF UNDERSTANDING

among

THE COUNTY OF HIDALGO
THE CITY OF EDINBURG
THE CITY OF McALLEN
THE CITY OF MISSION
and
THE CITY OF PHARR

and

THE UNIVERSITY OF TEXAS SYSTEM

SUBJECT: Development of and Funding for a Medical School in the Lower Rio Grande Valley

1. Purpose. The purpose of this Memorandum of understanding ("MOU") is to memorialize the commitments made by the parties, i.e., the County of Hidalgo (the "County"), the City of Edinburg, the City of McAllen, the City of Mission and the City of Pharr (collectively, the "Cities", and together with the County, the "local governments") and The University of Texas System (the "System") in furtherance of the establishment of a medical school of the first class in the Lower Rio Grande Valley (the "new medical school") that will be part of the new university established by Senate Bill 24, Regular Session, 83rd Texas Legislature, as codified in Chapter 79 of the Texas Education Code (the "new university") in order to advance the health, education and economy of the region.

2. Background. In Senate Bill 24, the State of Texas authorized the establishment of a new System university in the Rio Grande Valley, which will have integrated within it the medical school initially authorized by Senate Bill 98, Regular Session, 81st Texas Legislature, as codified in Subchapter N, Chapter 74, Texas Education Code. The Texas Legislature has appropriated funding for medical education in the Lower Rio Grande Valley through the University of Texas Health Science Center San Antonio ("HSC-SA") in the amount of $15,800,000 per year for the 2014-2015 biennium and these funds will be expended on the development of the new medical school. It is expected that state appropriations will continue to be made through HSC-SA for medical education in the Lower Rio Grande Valley until such time as the new medical school is accredited, at which time state appropriates will flow to the new university and the new medical school. The University of Texas System Board of Regents has committed support for medical education in the Lower Rio Grande Valley and for the new medical school in the amount of $10,000,000 per year for the next ten years. These funds are to be used for faculty support, operations and maintenance of the new medical school.

3. Commitments of the University of Texas System. The System is committed to creating and operating in the Lower Rio Grande Valley the new medical school of the first class as part of the new university, built on a community-based distributed model of medical education. It is expected that such a school will:

- Offer expanded opportunities for residents of the region to obtain medical degrees.

- Conduct medical research with special emphasis on conditions that might positively impact the health of the region's residents.

- Enhance the quality, extent, and availability of health care in the region through new and expanded facilities that involve faculty, medical students, residents, and other health care profession students.

- Increase opportunities for economic development, including new and expanded research funding and technology transfer and commercialization.

- Improve health throughout the region through public education and prevention programs.

4. Commitments of the Local Governments:

a. To support and ensure the success of the System in its endeavor to create and operate in the Lower Rio Grande Valley the new medical school of the first class, the following commitments are made.

b. The Cities that are parties to this MOU commit as follows:

- The City of Edinburg: On or about _____, each year from 2014 to 2023, the City shall pay/transfer/provide to The University of Texas System $1,000,000.

- The City of McAllen: On or about _____, each year from 2014 to 2023, the City shall pay/transfer/provide to The University of Texas System $2,000,000.

- The City of Mission: On or about _____, each year from 2014 to 2023, the City shall pay/transfer/provide to The University of Texas System $500,000.

- The City of Pharr: On or about _____, each year from 2014 to 2023, the City shall pay/transfer/provide to The University of Texas System $500,000.

All such funds from the Cities are to be used to support years 1 and 2 of medical education in Hidalgo County for faculty support, operations, programs and directly related activities of the new medical school.

c. The County commits as follows: On or about _____, each year from 2014 to 2023, the County shall pay/transfer/provide to The University of Texas System $1,000,000, pursuant to (i) a contract authorized by Section 61.029(a), Health and Safety Code, under which the System agrees to provide health care services of that value to eligible county residents and/or, (ii) in recognition of the increased opportunities for economic development referenced in Paragraph 3 above, an economic development agreement to be executed by the County and the System pursuant to Chapter 381, Local Government Code, under which the county grants funds to the System each year from 2014 to 2023.

d. All such funds will be provided until a Hidalgo County or multi-county taxing district is created and such district either provides at least an equivalent amount of support attributable to the County and communities within the county or accepts and continues the commitments made by the County and the Cities.

5. Authority. If the final judgment of a court of competent jurisdiction determines that any party to this memorandum lacked the necessary authority to make a commitment expressed in the memorandum, the party is released from the commitment, and that party is entitled to and shall receive a refund of any money paid, transferred, or provided under this memorandum.

[Signature Page Follows]

This MOU shall take effect upon the execution of all parties hereto, as evidenced by the date of execution set forth below:

_____	_____
[Signature Authority] Hidalgo County	[Signature Authority] City of Edinburg
_____	_____
(Date)	(Date)
_____	_____
[Signature Authority] City of McAllen	[Signature Authority] City of Mission
_____	_____
(Date)	(Date)
_____	_____
[Signature Authority] City of Pharr	[Signature Authority] The University of Texas System
_____	_____
(Date)	(Date)

AI-45407 **Comm. Court Executive Office 7. C.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted For: Steve Crain, Legal Counsel **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Public Hearing regarding Internal Revenue Code Section 147 (f) concerning the proposed financing by Public Finance Authority of the acquisition and rehabilitation of an apartment complex known as Heritage Square Apartments, Edinburg, Texas
2. Resolution approving the financing of the acquisition and rehabilitation of Heritage Square Apartments located at 515 S. Sugar Road, Edinburg, Texas 78539 by the issuance of bonds in an amount not to exceed $12,000,000.00 by Public Finance Authority on behalf of Agape Heritage GP, Inc. and authorizing the County Judge to execute the approval on behalf of the County

BACKGROUND

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/09/2014 03:14 PM
Purchasing Department	Monica Badillo	07/18/2014 05:26 PM

Form Started By: Monica Badillo Started On: 07/09/2014 09:16 AM

Final Approval Date: 07/18/2014

RESOLUTION
APPROVING THE ISSUANCE BY
THE PUBLIC FINANCE AUTHORITY OF BONDS
ON BEHALF OF AGAPE HERITAGE GP, INC.

WHEREAS, Agape Heritage GP, Inc. (the "Borrower"), has requested that the Public Finance Authority (the "Authority") issue bonds (the "Bonds") in an amount not to exceed $12,000,000, which will be used to finance the costs of the acquisition and rehabilitation of a residential rental facility known as Heritage Square located at 515 S. Sugar Road, Edinburg, Texas 78539 (the "Facility"); and

WHEREAS, the Facility will be owned and operated by the Borrower and initially managed by United Apartment Group; and

WHEREAS, the Bonds or a portion thereof will be "private activity bonds" for purposes of the Internal Revenue Code of 1986 (the "Code"); and

WHEREAS, pursuant to Section 147(f) of the Code, prior to their issuance, private activity bonds are required to be approved by the "applicable elected representative" of a governmental unit having jurisdiction over the entire area in which any facility financed by such bonds is to be located, after a public hearing held following reasonable public notice; and

WHEREAS, County Judge Ramon Garcia (the "County Judge") is the applicable elected representative of Hidalgo County, Texas; and

WHEREAS, the Borrower has requested that the County Judge approve the financing of the Facility and the issuance of the Bonds in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Amended and Restated Joint Exercise of Powers Agreement Relating to the Public Finance Authority, dated as of September 28, 2010 (the "Joint Exercise Agreement"); and

WHEREAS, pursuant to Section 147(f) of the Code, the County Judge or his designee has, following notice duly given in the form attached hereto as Exhibit A (the "TEFRA Notice"), held a public hearing regarding the financing of the Facility and the issuance of the Bonds, and the County Commissioners Court desires to approve the financing and the issuance of the Bonds and authorize the County Judge to execute the required approval; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS' COURT OF HIDALGO COUNTY, TEXAS AS FOLLOWS:

Section 1. The County Judge is hereby authorized to approve the issuance of the Bonds by the Authority for financing the Facility. This resolution constitutes approval of the issuance of the Bonds by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Facility is located, in accordance with Section 147(f) of the Code and the Joint Exercise Agreement.

Section 2. THE BONDS SHALL NOT REPRESENT OR CONSTITUTE A DEBT OR PLEDGE OF THE FAITH AND CREDIT OR THE TAXING POWER OF THE ISSUER, THE COUNTY OF HIDALGO, TEXAS, THE CITY OF EDINBURG, TEXAS OR THE STATE OF TEXAS OR ANY OF ITS POLITICAL SUBDIVISIONS.

Adopted this ____ day of July, 2014.

By: _____
Name: _____
Title: _____

EXHIBIT A

NOTICE OF PUBLIC HEARING
MULTIFAMILY HOUSING REVENUE BONDS

Notice is hereby given that a public hearing will be held by the Hidalgo County Commissioners' Court (the "Host") on Tuesday, July ____, at 10:00 a.m. at the Commissioners' Court Room at 415 W. University Drive, Edinburg, Texas 78539. This hearing is for the purpose of considering the authorization and approval of the issuance by Public Finance Authority, a commission duly organized under the laws of the State of Wisconsin (the "Issuer") of its Multifamily Housing Revenue Bonds, Series 2014 (Heritage Square Apartments Project) in one or more series, pursuant to a plan of finance, in an aggregate principal amount not to exceed $12,000,000 (the "Bonds"). The Bonds are expected to be issued pursuant to Section 66.0304 of the Wisconsin Statutes, as amended. If the Bonds are approved, the proceeds of the Bonds will be used to make a loan to Agape Heritage GP, Inc., or its assigns (the "Borrower") to finance the acquisition and rehabilitation of a 204-unit residential rental facility known as Heritage Square and located at 515 S. Sugar Road, Edinburg, Texas 78539 (the "Project"). The owner and operator of the Project will be the Borrower and United Apartment Group will be the manager..

THE BONDS SHALL NOT REPRESENT OR CONSTITUTE A DEBT OR PLEDGE OF THE FAITH AND CREDIT OR THE TAXING POWER OF THE ISSUER, THE CITY OF EDINBURG, TEXAS, THE COUNTY OF HIDALGO OR THE STATE OF TEXAS OR ANY OF ITS POLITICAL SUBDIVISIONS.

Interested persons are invited to attend this public hearing and will be given the opportunity to express their views concerning the approval by the Host of the issuance of the Bonds by the Issuer for the purpose of financing the Project.

Anyone desiring to make written comments may give them to the County Clerk at 100 N. Closner, 1st Floor, P.O. Box 58, Edinburg, Texas 78539 on or before the date and time of the aforementioned hearing. This notice is given pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended.

By order of the County Clerk
Hidalgo County, Texas

TEFRA Approval
by
Hidalgo County Judge

Pursuant to a resolution of the Hidalgo County Commissioners' Court adopted on July ____, 2014 and a hearing held at 10:00 a.m. on the morning of July ____, 2014 pursuant to a notice duly published on June ____, 2014 in the Edinburg Monitor, I hereby approve the issuance by the Public Finance Authority of Bonds in the aggregate principal amount not to exceed $12,000,000 to be issued for the purpose of financing the acquisition and rehabilitation of a residential rental facility known as Heritage Square Apartments.

Executed this ____ day of July, 2014.

_____
Ramon Garcia
Hidalgo County Judge

AI-45610 **Comm. Court Executive Office 7. D.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Disclosure of firm name change from Palacios & Associates to Palacios, Garza & Thompson, P.C. in connection with letters of engagement/billing for legal representation of the following cases:

Christina Mejia Gutierrez v Hid. Co. Sheriff's et al - Civil Action #7:13-cv-00392
Claim of Consuelo Gonzalez
Leonarda Rodriguez-Serna v Hidalgo County - CL-14-2283
Luis E. Caudillo vs. Hidalgo Co. Sheriffs Office - CL-11-2010-D
Rogelio Regaldo vs. Hidalgo Sheriff Office - C-1005-11-C

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/18/2014 05:00 PM
Purchasing Department	Monica Badillo	07/18/2014 05:26 PM

Form Started By: Monica Badillo Started On: 07/18/2014 04:42 PM

Final Approval Date: 07/18/2014

AI-45599 **Justices of the Peace 8. A.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted For: JP Contreras as per County Judge's Office

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

J.P. Pct. 2, Pl. 1 - Bobby Contreras:
Discussion regarding the creation of a JP Warrant Officer/Bailiff position

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Discussion...
No Fiscal impact at this point

Attachments

request
email

Form Review

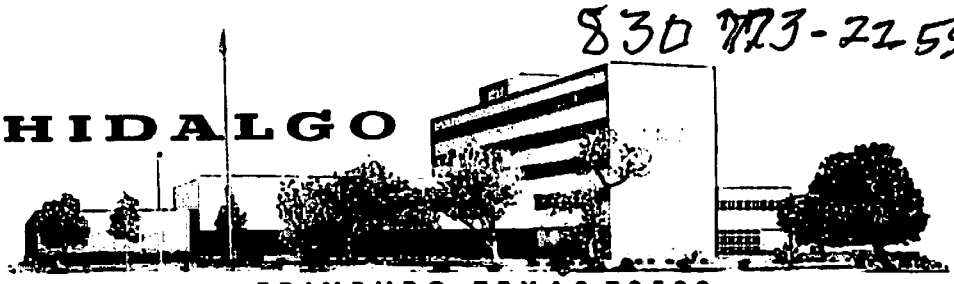
Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/18/2014 02:12 PM
Manuel Chapa	Manuel Chapa	07/18/2014 02:26 PM
Purchasing Department	Monica Badillo	07/18/2014 05:26 PM

Form Started By: Monica Badillo Started On: 07/18/2014 01:36 PM

Final Approval Date: 07/18/2014

830 773-2255

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

TEXAS JUSTICE COURT
JUDGE BOBBY CONTRERAS
300 W HALL ACRES RD., SUITE F
PHARR, TX 78577
(956) 784-3540
(956) 784-3541-Fax

July 11, 2014

Honorable Ramon Garcia, County Judge
Honorable A.C. Cuellar, Commissioner, Precinct No. 1
Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
Honorable Jose M. Flores, Commissioner, Precinct No. 3
Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: JP Warrant Officer/Bailiff

Dear Judge and Commissioners:

The purpose of this memorandum is to ask the Hidalgo County Commissioners' Court for assistance in securing at the minimum one additional position to serve as both the Bailiff and the Warrant Officer for my Court, Justice of Peace, Precinct 2 Place 1.

Currently, the Constable for Precinct 2 assigns a deputy constable to my court when a bailiff is needed because court is in session. Depending on the Constable's workload or other duties, a deputy constable may or may not be available to execute all class c warrants that are issued by my court. As a result, this function is not available to me on a full time basis.

Most of the warrants issued by my Court are the result of traffic violations. Although the Precinct 2 Justices of the Peace collect more fines and fees than any other precinct, a significant amount of fines and fees go uncollected. In addition, there are times when the Court requires a bailiff for reasons other than when court is in session, and that flexibility is not available to me.

I am requesting that Commissioner's Court seriously consider providing a Bailiff/Warrant Officer position to each Justice of the Peace as soon as possible, or at minimum during the 2015 Budget Process. This position can be a licensed deputy constable commissioned by the Constable but supervised by and assigned to the salary schedule of each Justice of the Peace. The Constable would hold the commission and would provide technical and law enforcement supervision.

I firmly believe that this structure would be beneficial to both the Justices of the Peace and to the Constables, and would be cost effective given the potential to substantially increase the level of collections of fines and fees, and would provide the order and security within the courtroom that is required to insure the safety of all.

Your assistance on this matter will be greatly appreciated.

Bobby Contreras

Bobby Contreras
Justice of the Peace
Precinct 2, Place 1

Zimbra **monica.badillo@co.hidalgo.tx.us**

Request from JP Judge Bobby Contreras

From : Michael Leo <michael.leo@co.hidalgo.tx.us> Fri, Jul 18, 2014 01:29 PM

Subject : Request from JP Judge Bobby Contreras 1 attachment

To : Monica Badillo <monica.badillo@co.hidalgo.tx.us>

Cc : Jaime Longoria <jaime.longoria@co.hidalgo.tx.us>

Hello Monica,

At the last CC meeting, Judge Garcia advised the court that an item would be placed on the agenda regarding the attached request from J.P. Judge Bobby Contreras. We respectfully request that an item for discussion be placed on the agenda for this coming Tuesday, July 22nd, under Judge Contreras.

Regards,

Michael Leo
Executive Assistant III
Office of Hidalgo County Judge Ramon Garcia
302 W. University Dr., Edinburg, TX 78539
Ph: (956) 318-2600
Fx: (956) 318-2699

JP Bobby Contreras - Letter to Judge & Commissioners - JP Warrant Office-Bailiff.pdf
63 KB

AI-45536 **Human Resources 9. A.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted For: Precinct #3 (Sanitation) **Submitted By:** Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Precinct #3 - Sanitation (1100):
1. Approval of the following personnel actions:

Action	Position Title	Slot #	Dept./ Program	Current/Proposed Budgeted Salary
Delete	Maintenance I	0044	123-001	$28,840.00
Delete	Maintenance I	0045	123-001	$28,840.00
Create	Truck Driver III	0048	123-001	$32,960.00

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-432-00-123-001-0-XXX

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

BUDGETARY IMPACT:

NO BUDGETARY IMPACT- COST SAVINGS.

Attachments

FISCAL NOTE
REVISED SS
PAR forms and job description

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/16/2014 01:30 PM
Obdett Calzada	Obdett Calzada	07/18/2014 11:57 AM
Rosalinda Cantu	Rosie Cantu	07/18/2014 03:01 PM
Purchasing Department	Monica Badillo	07/18/2014 05:26 PM

Form Started By: Sylvia Rios Started On: 07/16/2014 10:58 AM

Final Approval Date: 07/18/2014

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, July 22, 2014** **Agenda Item:** **45536**

Summary of request/proposal:
Approval to delete/create the following full-time positions:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	MAINTENANCE I	0044	113	28,840.00	0.00	(28,840.00)
1100	MAINTENANCE I	0045	113	28,840.00	0.00	(28,840.00)
1100	TRUCK DRIVER III	0048	113	0.00	32,960.00	32,960.00
				57,680.00	32,960.00	(24,720.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
4-1100-432-00-123-001-0	113	PCT. 3 SANITATION	REGULAR FULL TIME	($11,081.38)
4-1100-432-00-123-001-0	211	PCT. 3 SANITATION	HEALTH INSURANCE	($2,522.90)
4-1100-432-00-123-001-0	212	PCT. 3 SANITATION	LIFE INSURANCE	($16.84)
4-1100-432-00-123-001-0	220	PCT. 3 SANITATION	FICA	($847.73)
4-1100-432-00-123-001-0	230	PCT. 3 SANITATION	RETIREMENT	($1,206.76)
4-1100-432-00-123-001-0	250	PCT. 3 SANITATION	UNEMPLOYMENT COMP	($63.16)
4-1100-432-00-123-001-0	260	PCT. 3 SANITATION	WORKER'S COMP	$464.31
			2014 Budgetary Impact	($15,274.46)

2015 Budgetary Impact: ($34,009.52)

Possible Funding Sources: **NO BUDGETARY IMPACT- COST SAVINGS**

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1100-432-00-123-001-0

AI - 45536

SANITATION PCT 3.

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	SANIT DIRECTOR	$49,749.00	$0.00	$49,749.00	0	$0.00	$0.00	$49,749.00	$49,749.00	$540.00	$0.00	$0.00	$0.00	$0.00	$50,289.00
0004	113	HEAVY EQUIPMENT OPERATOR II	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$28,840.00	$840.00	$0.00	$0.00	$0.00	$0.00	$29,680.00
0005	113	HEAVY EQUIPMENT OPERATOR II	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0006	113	SUPERVISOR	$30,900.00	$0.00	$30,900.00	0	$0.00	$0.00	$30,900.00	$30,900.00	$840.00	$0.00	$0.00	$0.00	$0.00	$31,740.00
0007	113	TRUCK DRIVER III	$32,960.00	$0.00	$32,960.00	0	$0.00	$0.00	$32,960.00	$32,960.00	$360.00	$0.00	$0.00	$0.00	$0.00	$33,320.00
0008	113	TRUCK DRIVER III	$32,960.00	$0.00	$32,960.00	0	$0.00	$0.00	$32,960.00	$32,960.00	$420.00	$0.00	$0.00	$0.00	$0.00	$33,380.00
0011	113	TRUCK DRIVER III	$32,960.00	$0.00	$32,960.00	0	$0.00	$0.00	$32,960.00	$32,960.00	$300.00	$0.00	$0.00	$0.00	$0.00	$33,260.00
0012	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$28,840.00	$540.00	$0.00	$0.00	$0.00	$0.00	$29,380.00
0013	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$28,840.00	$540.00	$0.00	$0.00	$0.00	$0.00	$29,380.00
0014	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$28,840.00	$420.00	$0.00	$0.00	$0.00	$0.00	$29,260.00
0015	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$28,840.00	$420.00	$0.00	$0.00	$0.00	$0.00	$29,260.00
0016	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$28,840.00	$420.00	$0.00	$0.00	$0.00	$0.00	$29,260.00
0017	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0020	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0021	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0027	113	MAINTENANCE I	$25,626.00	$0.00	$25,626.00	0	$0.00	$0.00	$25,626.00	$25,626.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,626.00
0028	113	MAINTENANCE I	$25,626.00	$0.00	$25,626.00	0	$0.00	$0.00	$25,626.00	$25,626.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,626.00
0030	113	MAINTENANCE I	$25,626.00	$0.00	$25,626.00	0	$0.00	$0.00	$25,626.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0031	113	MAINTENANCE I	$25,626.00	$0.00	$25,626.00	0	$0.00	$0.00	$25,626.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0032	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$28,840.00	$480.00	$0.00	$0.00	$0.00	$0.00	$29,320.00
0033	113	HEAVY EQUIPMENT OPERATOR III	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$28,840.00	$300.00	$0.00	$0.00	$0.00	$0.00	$29,140.00
0034	113	MAINTENANCE II	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0035	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0036	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0037	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0038	113	TRUCK DRIVER III	$32,960.00	$0.00	$32,960.00	0	$0.00	$0.00	$32,960.00	$32,960.00	$300.00	$0.00	$0.00	$0.00	$0.00	$33,260.00
0039	113	OFFICE CLERK	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0040	113	TRUCK DRIVER III	$32,960.00	$0.00	$32,960.00	0	$0.00	$0.00	$32,960.00	$32,960.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$34,040.00
0041	113	TRUCK DRIVER III	$32,960.00	$0.00	$32,960.00	0	$0.00	$0.00	$32,960.00	$32,960.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,960.00
0042	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0043	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$28,840.00	$300.00	$0.00	$0.00	$0.00	$0.00	$29,140.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITIONS:														
~~0044~~	~~113~~	~~MAINTENANCE I~~	~~$28,840.00~~	~~$0.00~~	~~$28,840.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$28,840.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
~~0045~~	~~113~~	~~MAINTENANCE I~~	~~$28,840.00~~	~~$0.00~~	~~$28,840.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$28,840.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0046	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0047	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO CREATE THE FOLLOWING FULL TIME POSITION:														
0048	113	TRUCK DRIVER III	$0.00	$32,960.00	$32,960.00		$0.00	$0.00	$32,960.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$986,553.00	$32,960.00	$1,019,513.00		$0.00	$0.00	$1,019,513.00	$848,781.00	$8,100.00	$0.00	$0.00	$0.00	$0.00	$856,881.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

RECEIVED
JUL 16 2014
HUMAN RESOURCES

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Precinct #3 - Sanitation 123-001 DATE: 7-16-14

CURRENT POSITION TITLE: maintenance I CURRENT SLOT. #: 045

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Delete

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 28,840.00 (Current Budgeted Salary) $ -0- (Proposed Budgeted Salary) $ (28,840.00) (Net Change) OE

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Position no longer needed.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	7-16-14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	Esther A. Cortez/ep HUMAN RESOURCES DIRECTOR	07.16.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	07.18.14 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

RECEIVED
JUL 16 2014
HUMAN RESOURCES

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Sanitation-Pct. 3 (123-001) **DATE:** 7-16-14

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 048

REQUESTED POSITION TITLE: (For new positions or reclassifications) Truck Driver III

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ -0- (Current Budgeted Salary) $ 32,960.00 (Proposed Budgeted Salary) $ 32,960.00 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ _____

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Truck Driver III needed to meet daily demands.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	7-16-14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. Esther A. Cortez Jefe HUMAN RESOURCES DIRECTOR	07.16.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	07.18.14 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

RECEIVED
JUL 16 2014
HUMAN RESOURCES

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Precinct #3 Sanitation 123-001
DATE: 7-16-14
CURRENT POSITION TITLE: maintenance I
CURRENT SLOT. #: 044
REQUESTED POSITION TITLE: (For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Delete

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 28,840.00 (Current Budgeted Salary) $ -0- (Proposed Budgeted Salary) $ (28,840.00) (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Position no longer needed.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	7-16-14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	Esther A. Cortez Jr. HUMAN RESOURCES DIRECTOR	07.16.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	07.18.14 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY PRECINCTS

TRUCK DRIVER III

GENERAL DESCRIPTION

Performs advance (senior-level) work safely driving and operating a tractor-trailer combo which may include (but is not limited to) the moving of specialized heavy construction equipment involved in the maintenance and construction of County roads. The Truck Driver III may train other employees. The Truck Driver III works under general supervision with some latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Drives tractor, tractor-trailer combination, truck and trailer applying knowledge of commercial driving regulations, to transport and deliver equipment or materials to jobsites throughout Hidalgo County

Assists in the weekly checks of all trucks and trailers

Will operate all of the department's trucks and civil construction equipment and tools at a proficient level

May operate steel wheel rollers, rubber tire rollers, crack sealing machine, loaders, water trucks and similar equipment

Provides minor equipment maintenance such as greasing suspension, checking hydraulic/brake fluid, oil, water, transmission and air pressure levels and cleans vehicles

Submits daily activity report, haul tickets, and purchase receipts

Must work outdoors in all weathers

Operates dump trucks to haul asphalt, dirt, trash, rocks, salt, sand, water and/or other designated materials to a jobsite

Performs street paving duties, including spreading and compacting hot mix asphalt and road base

Maintains dirt roads by watering for blade operator and may run blade if needed

Maintains truck log according to state and federal regulations

Position blocks and ties rope around items to secure cargo for transport

Cleans, inspects and services vehicle

Operates equipment on vehicle to load, unload, or disperse cargo or materials

Assists is loading and unloading truck manually

May be responsible for some lead responsibilities as assigned

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Minimum of five (5) years of experience in commercial driving or related field

Graduation from a high school or equivalent (GED) required

Certificates, Licenses & Registration

Must have a valid current Texas motor vehicle operator's license; Texas Commercial Driver's License (CDL) required; CDL may require specialized endorsements depending on area of assignment

Must be able to be insured by the County's insurance carrier

Positions requiring a CDL or positions of a safety sensitive nature are subject to drug and alcohol testing in accordance with federal regulations

Knowledge, Skills, and Abilities

Knowledge of equipment operation and maintenance, skilled in using specialized heavy equipment in the prescribed manner

Knowledge of the safe operation of the equipment used and of the provisions of the Texas Motor Vehicle Code relating to the operation of equipment/vehicles

Sufficient skills to operate equipment effectively and safely

Ability to perform strenuous work in the outdoors

Ability to understand and follow oral and written instructions

Ability to read and comprehend simple instructions, short correspondence and memos

Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals

Ability to perform basic math and apply common sense understanding to carry out detailed but uninvolved written and/or oral instructions

Ability to deal with problems involving a few concrete variables in standardized situations

Bilingual (Spanish and English) with the ability to converse fluently in both languages preferred

Ability to communicate effectively

May require interaction with other departmental supervisors and peers, other County agencies and staff, outside vendors or other professionals and community, state or federal agencies

Employee may be assigned other duties in addition to those listed

Duties may change according to the changing needs of the County

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

AI-45590 **County Clerk 10. A.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Resolution in Honor of Sylvia L. Reyes

BACKGROUND

Attachments

info

info

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/18/2014 01:12 PM
Purchasing Department	Monica Badillo	07/18/2014 05:26 PM

Form Started By: Monica Badillo Started On: 07/18/2014

Final Approval Date: 07/18/2014

Sandra Solis

From: Juan A. Perez [juan.perez@hidalgocountyclerk.us]
Sent: Friday, May 10, 2013 4:22 PM
To: 'Sandra Solis'
Subject: Information on Awards from GCAT
Attachments: Most Innovative Program Nomination.doc; Memo to GCAT Nominating Sylvia Reyes for Collector of the Year.doc

Importance: High

GCAT information is below:

MISSION:

The Governmental Collectors Associations of Texas is a nonprofit association that recognizes, supports, and serves governmental collection programs in the state of Texas. The association seeks to enhance the collection of revenue for governmental entities by promoting, innovation, information, and education within its membership and encouraging excellence.

It is the vision of this organization to make the state of Texas a recognized leader in the effective and efficient collection of due revenue.

History

The Governmental Collectors Association of Texas was formed October 28, 1999 and incorporated March 31, 2000. Members consist of professionals from across the state of Texas responsible for the collection of funds for the governmental entities in which they are employed. In early 1993 Dallas County took a serious look at how fines and court cost were being collected at the county court level. They implemented a collections program that proved so successful other counties soon followed suit.

The Texas Office of Court Administration became involved in working with the Texas judicial system in implementing programs designed to enhance court collections. At a collections workshop hosted by the Texas Office of Court Administration in early 1998, and attended by many managers of existing collection programs from around the state, a suggestion was made to form a network to share information and ideas. From this suggestion a free flow of information ranging from educational material to technology tools emerged. The advantage of sharing experiences and information was logical and productive. The inevitable next step was organization.

Awards information is below:

Award Categories

Most Innovative Program

Awarded to the organization selected as having most improved collections by developing and implementing innovative procedures, systems, or techniques in the past year.

Collector of the Year
Awarded to the collector selected as having had the greatest impact on collections and the collections effort for their city or county in the past year.

Let me know if you need anything else.
Thanks!

Juan A. Perez
Collections Supervisor
Office of Arturo Guajardo, Jr
Hidalgo County Clerk
Juan.Perez@HidalgoCountyClerk.us
956-292-7679

Hidalgo County Collections Department
Hidalgo County Clerk's Office
100 N. Closner / P.O. Box 58
Edinburg, TX 78540

Memo

To: GCAT

From: Juan Perez, Collections Dept. Supervisor

CC:

Date: June 4, 2014

Re: Nomination for GCAT Collector of the Year

I nominate Sylvia L. Reyes, Collections Enforcement Officer for Hidalgo County Clerk Collections Department for GCAT Collector of the Year.

Sylvia L. Reyes is everything a great collector and team player should be. Sylvia Reyes is responsible for the collections and compliance of all courts. In 2011, she alone brought in $536,659. She was ranked 1st in collections for this office in 2011. Again in 2012 she exceeded her 2011 collections, collecting $591,181 and again was the top collector in this office. This office has 7 collections enforcement officers and so for 2 years in a row, she has been ranked 1st. Aside from collections Mrs. Reyes also handles the most defendants at her desk and makes the most phones calls as per evaluation reports.

She is professional in all she does and always volunteers to work through lunch hours when the lobby is full and is very punctual to work. Mrs. Reyes was never late in 2011 or 2012 not even one time. She takes great pride in her work and has been ranked first out of 7 Enforcement Officers for 2 out of 3 months in 2013 so far.

She has a great relationship with the Probation Dept and as well as other departments.

Most Innovative Program Nomination – Hidalgo County Clerk Collections Dept.

In 2012, the Hidalgo County Clerk Collections Department became the first of its kind in the State of Texas to implement a fully automated system to interact with the Texas Failure to Appear Program (Omnibase Services of Texas). Working in conjunction with I-Plow Inc, they developed a system that would send qualifying cases to DPS and release satisfied cases automatically. The process allowed substantially more Drivers License holds to be placed on qualifying defendants in a shorter amount of time with far fewer man hours and with less of a chance of human error. Since the process began, Hidalgo County has collected over $360,000 in cases that had a Drivers License hold.

RESOLUTION IN HONOR OF SYLVIA L. REYES

WHEREAS, Ms. Sylvia L. Reyes is being honored for her outstanding work and dedication to the citizens of Hidalgo County; and

WHEREAS, Ms. Reyes was born to Raul C. Garza and the late Elida V. Garza, the Edinburg native attended Edinburg High School, and has been married to her husband Victor Manuel Reyes for 16 years; and

WHEREAS, In 1978 she joined The Hidalgo County Community Supervision and Corrections Department as a Probation Officer and worked for the department for 25 years until 2002; and

WHEREAS, In 2007, she returned to Hidalgo County to work with the County Clerk's Collections Department as a Collections Enforcement Officer, where she is responsible for the collection and compliance of all courts, and in 2011 and 2012 she was ranked as the top collector in Hidalgo County, collecting more than $1 million; and

WHEAREAS, The Governmental Collectors Association of Texas has taken notice of Ms. Reyes' hard work and has named her as the 2013 Collector of the Year.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court hereby recognizes and honors Ms. Sylvia L. Reyes for her outstanding service, dedication, and commitment to the citizens of Hidalgo County.

Dated this 21st day of May, 2013.

RAMON GARCIA
County Judge

A.C. CUELLAR, JR.
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

THE HIDALGO COUNTY CLERK'S OFFICE RECEIVES PRESTIGIOUS AWARDS

Commissioners' Court recognized the Hidalgo County Clerk's office and their employees for two prestigious awards they received from the Governmental Collectors Association of Texas.

Ms. Sylvia L Reyes from the Collections Department at the County Clerk's Office was named the 2013 Collector of the Year in the State of Texas. Ms. Reyes is a Collections Enforcement Officer and is responsible for the collections and compliance of all courts. In 2011 and 2012 she was ranked as the top collector in Hidalgo County, collecting more than $1 million. Ms. Reyes expressed great gratitude for the recognition. She was joined by her family, including her husband, Victor Reyes, father, Raul Garza, sister, Sandra Garza and her supervisor, Juan Antonio Perez.

The Governmental Collectors Association of Texas also selected the Hidalgo County Clerk's office as having the "Most Innovative Program" in Texas, for its development and implementation of innovative procedures, systems, or techniques to improve collections.

In 2012, the Hidalgo County Clerk Collections Department became the first of its kind in the State of Texas to implement a fully automated system to interact with the Texas Failure to Appear Program (Omnibase Services of Texas). Working in conjunction with I-Plow Inc, they developed a system that would send qualifying cases to DPS and release satisfied cases automatically. The process allowed substantially more Drivers License holds to be placed on qualifying defendants in a shorter amount of time with far fewer man hours and with less of a chance of human error. Since the process began, Hidalgo County has collected over $360,000 in cases that had a Drivers License hold. County Clerk Arturo Guajardo Jr. expressed how this award was due to the hard work and dedication his staff applies to their work on a day to day basis for this achievement.

The Hidalgo County Commissioners' Court hereby recognizes and honors both Sylvia L. Reyes and The Hidalgo County Clerk's office for their outstanding service, dedication and commitment to the citizens of Hidalgo County.

View Photos >>
Next⇒COMMISSIONERS' COURT RECOGNIZES FORMER MAYOR JOSE M. OCHOA

Other News in Latest News

RESOLUTION IN HONOR OF SYLVIA L. REYES

WHEREAS, Ms. Sylvia L. Reyes is being honored for her outstanding work and dedication to the citizens of Hidalgo County; and was born to Raul C. Garza and the late Elida V. Garza, the Edinburg native attended Edinburg High School, and has been married to her husband Victor Manuel Reyes for 16 years; and

WHEREAS, In 1978 she joined The Hidalgo County Community Supervision and Corrections Department as a Probation Officer and worked for the department for 25 years until 2002; and

WHEREAS, In 2007, she returned to Hidalgo County to work with the County Clerk's Collections Department as a Collections Enforcement Officer, where she is responsible for the collection and compliance of all courts, and in 2013 she was ranked as the top collector in Hidalgo County, collecting more than $631,133; and

WHEREAS, the Governmental Collectors Association of Texas was formed October 28, 1999 and incorporated in March of 2000; members consist of professionals across the state of Texas responsible for the collection of funds for the governmental entities in which they are employed; and

WHEREAS, The Governmental Collectors Association of Texas has taken notice of Ms. Reyes' hard work and has named her as the 2013 Collector of the Year on having had the greatest impact on collections and the collections effort she conducted for Hidalgo County in the past year.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court hereby recognizes and honors Ms. Sylvia L. Reyes for her outstanding service, dedication, and commitment to the citizens of Hidalgo County.

Dated this 22nd day of July, 2014.

RAMON GARCIA
County Judge

A.C. CUELLAR, JR.
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-45573 **Sheriff's Office 11. A.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office 2011 Supplemental Operation Stonegarden Grant (1284):
1. Discussion, authorization, and approval to execute the Operation Stonegarden 2011 Supplemental Grant Sub-Recipient Interlocal Agreement from the Governor's Division of Emergency Management (Texas Department of Public Safety) between the County of Hidalgo and the Texas Department of Public Safety (TXDPS).
2. Approval of Certification of Revenues by the County Auditor for the FY2011 Operation Stonegarden Grant.
3. Approval to appropriate the following state budgets for awarded amount pursuant to sub-recipient interlocal agreements with the County of Hidalgo for the Operation Stonegarden Grant from the Governor's Division of Emergency Management (Texas Department of Public Safety):

	Sub-Recipient	Amount
1	Texas Dept. of Public Safety (TXDPS)	97,981.33
TOTAL		97,981.33

BACKGROUND

SAA Award Number: 11-SR-48215-01
Federal Grant Award Number: EMW-2011-SS-0019
Grant Period: 09/01/11 to 08/31/13 exetended to 8-15-14
New termination date: 8/15/14

The Supplemental 2011 Operation Stonegarden grant award is for $528,560.26 of which $66,413.00 is for the Hidalgo County PCT. 3. The remaining balance of $462,147.26 is assigned to 3 (three) Hidalgo County city police departments within Hidalgo County and Texas Department of Public Safety (DPS).

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** 4-1284-480-00-280-090-4-XXX

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

BUDGETARY IMPACT:

Grant Fiscal Year: 11
Account fiscal year: 4
County Fiscal Year: 4

Approval of 2014 appropriation of funds for the 2011 Operation Stonegarden Grant in the amount of $97,981.33.

Appropriation of cities of Hidalgo ($57,388.92), Mission ($119,576.79), and Pharr ($187,200.22) were completed on 6/17/14 (AI# 45053).

Sub-recipient	Expenditure Acct.	Revenue Acct.	Amount
TXDPS	4-1284-480-00-280-090-4-XXX	4-1284-480-00-280-090-4-XXX	97,981.33
Total			97,981.33

Attachments

OPSG 11 DPS MOU

Appropriation

COR

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	07/17/2014 05:11 PM
Budget & Management	Debbie Tamez	07/18/2014 08:35 AM
Rosalinda Cantu	Rosie Cantu	07/18/2014 02:21 PM
Manuel Chapa	Manuel Chapa	07/18/2014 04:14 PM
Purchasing Department	Monica Badillo	07/18/2014 05:26 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 07/17/2014

Final Approval Date: 07/18/2014

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000
www.dps.texas.gov

STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
CHERYL MacBRIDE
DEPUTY DIRECTORS

COMMISSION
A. CYNTHIA LEON, CHAIR
CARIN MARCY BARTH
MANNY FLORES
STEVEN P. MACH
RANDY WATSON

July 17, 2014

Deborah L Fischer
Grant Accounting Supervisor
Hidalgo County Auditor's Office
2808 S. Business HWY 281
Edinburg, TX 78539

RE: Interlocal Cooperation Agreement
TXDPS Contract No: 405-DIR-14-43005
$97,981.33

Dear Ms. Fischer:

Enclosed please find a signed copy of the Interlocal Cooperation Agreement between County of Hidalgo and the Texas Department of Public Safety (TXDPS), for the grant hereinafter referred to as Operation Stonegarden for County of Hidalgo's signature. Please return a fully executed copy of the Agreement to my attention via e-mail at diana.McIntosh@dps.texas.gov

Sincerely,

Diana McIntosh

Diana McIntosh
Contract Specialist III

Cc: Arturo Mendez w/enclosures
Garry Jones w/enclosures
Liz Goins w/enclosures

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN TEXAS DEPARTMENT OF PUBLIC SAFETY AND THE COUNTY OF HIDALGO, TEXAS

This Agreement is made and entered into upon the date of the last party to sign this Agreement, by and between the County of Hidalgo, a political subdivision of the State of Texas (hereinafter referred to as "County") and the DEPARMENT OF PUBLIC SAFETY of the State of Texas, a state agency, (hereinafter referred to as "TxDPS") pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, County was awarded a grant hereinafter referred to as "Operation Stonegarden" or the "Grant" in the amount of $800,817.00 from the U.S. Department of Homeland Security ("DHS") with CFDA# 97.067 through the State Administrative Agency ("SAA") and the Texas Department of Public Safety ("TxDPS"), of which certain funds are intended to be subcontracted to various local and state police departments including TxDPS's police department;

WHEREAS, the purpose of the Grant is to assist counties along the United States borders to enhance law enforcement preparedness and operational readiness among regional law enforcement agencies in a joint mission to secure the borders;

WHEREAS, the Grant allows local law enforcement agencies that have completed the 2013 Eligibility Certification Form, attached hereto as **Exhibit "C",** to use funds for certain law enforcement operating expenses while participating in border security operations approved by DHS;

WHEREAS, the Grant requires County, as the grant recipient, to comply with certain terms and conditions more particularly described in **Exhibit "A"** attached hereto and entitled, "Texas Department of Public Safety 2011 Sub-Recipient Agreement for Hidalgo County," dated April 25, 2012, and further requires any sub-recipient accepting funding from the Grant through a subcontract or agreement to also comply with certain provisions of the terms and conditions stated in the attached **Exhibit "A";**

WHEREAS, TxDPS desires to carry out DHS eligible activities as described in the **Statement of Work** attached hereto as **Exhibit "D";**

WHEREAS, the County proposes to contract with TxDPS in order that the eligible activities described in **Exhibit "D"** can be carried out for the benefit of the residents of County and TxDPS.

NOW THEREFORE, County and TxDPS in consideration of the mutual covenants expressed hereinafter, agree as follows:

SECTION I
RULES AND REGULATIONS

The TxDPS agrees to cooperate with the County in respect to the implementation of the Grant within its jurisdiction and as supported under Public Law 110-161, Department of Homeland Security Appropriation Act of 2008.

SECTION II
DEBARMENT/SUSPENSION CERTIFICATION

TxDPS certifies that TxDPS and its contractors/vendors associated with this Agreement 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 found at http://sam.gov (as per State Administrative Agency Bulletin No. 12-003 attached as **Exhibit "F"** or its successor).

SECTION III
TERMS AND CONDITIONS AND STATEMENT OF WORK

TxDPS represents that it has read and understood the Sub-Recipient Agreement between the County and the TxDPS attached hereto as **Exhibit "A"** and as a condition of participating in the Grant, TxDPS agrees to comply with all terms and conditions required of entities accepting funds through an agreement and TxDPS further agrees to perform services as outlined in the Statement of Work **(Exhibit "D")** for and in consideration of reimbursement from County in an amount not to exceed $97,981.33 as delineated in the **TxDPS Grant Budget (See attached Exhibit "E") and cost Reimbursement Request Form (See attached Exhibit "F").** The performance period will begin on June 1, 2014 and end on July 31, 2014.

TxDPS agrees to attain scheduling approval from Customs and Border Protection/Border Patrol prior to performing any work, and shall provide County with approved schedule. TxDPS further represents and understands that TxDPS shall not receive any Grant funds and/or reimbursements for any work not previously approved or that is outside the approved schedule.

TxDPS agrees to notify County in writing and obtain from County written approval, prior to any proposed changes, delays or departures from the Statement of Work **(See Exhibit "D")** and the TxDPS Grant Budget **(See Exhibit "E").**

County shall not be liable for costs incurred or performances rendered unless otherwise provided herein by TxDPS before commencement of this Agreement or after termination of this Agreement and shall not be responsible for reimbursements pertaining to costs incurred or performances rendered that are not in compliance with the Statement of Work **(See Exhibit "D")** and the TxDPS Grant Budget **(See Exhibit "E").** County shall reimburse TXDPS for costs incurred or performances rendered that are in compliance with this Agreement and/or the Grant for the performance period from June 1, 2014 until July 31, 2014.

TxDPS agrees to provide County with copies of all current and applicable payment and overtime policies, workers compensation policies, retirement rates, unemployment rates, and any other reimbursable benefit and rates of payment as required for reimbursement under the TxDPS Grant Budget **(See Exhibit "E").**

TxDPS shall tag and inventory all equipment and assets purchased with Grant funds by tagging and placing identification labels identifying the Grant name and year in accordance with State Administrative Agency Bulletin No. 12-004 or its successor **(See Exhibit "F").** TxDPS shall conduct physical inventory on a monthly basis and provide County with a complete and accurate listing of equipment/assets including tag numbers, id numbers and serial numbers with photographs depicting same.

TxDPS shall take ownership and complete control of equipment/assets purchased with Grant funds after grantee has completed all required work relating to the Grant or once the period of performance for the Grant ends, whichever comes first.

SECTION IV
RECORDS AND REPORTS

TxDPS agrees to establish and maintain all necessary records and reports that may be necessary for reimbursement from County of Grant funds, including but not limited to the Cost Reimbursement Form **(See Exhibit "F")**, Activity Log **(See Exhibit "H")**, and the Annual Inventory Control Requirement Form **(See Exhibit "F")** which must be submitted to County by June 1, 2014. TxDPS shall provide County with a weekly report **(See Exhibit "G")**. TxDPS shall further provide County with a monthly Property Acquisition Form to include photographs of each equipment/asset and updates on equipment/assets secured with Grant funds. **(See Exhibit "I").** The Inventory Log shall meet federal requirements by identifying assets with an appropriate tag number, identification or serial number affixed to the corresponding equipment/asset, and photographs showing same. **(See Exhibit "F"** including State Administrative Agency Bulletin No. 12-004 or its successor attached thereto.)

TxDPS understands that it is solely the TxDPS's responsibility to keep all records and reports pertaining to Grant activity within their municipality in a manner acceptable to County. Failure to maintain records and reports may result in delay or forfeiture of the TxDPS's designated Grant funds.

SECTION V
MONITORING VISITS

TxDPS shall allow County to conduct on-site monitoring visits to assure compliance with applicable federal requirements, terms and conditions, and adequacy of timeliness of performance by TxDPS and those performance goals are being achieved, if applicable. TxDPS shall give Homeland Security, SAA, TxDPS, the Comptroller General of the United States, County, County Auditor, and any of their duly authorized representative, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things or property belonging to or in use by TxDPS pertaining to this Agreement.

SECTION VI
PAYMENT REQUESTS

TxDPS agrees to submit to the County Auditor's Office, a properly completed SSA/Division of Emergency Management Cost Reimbursement Request **(See Exhibit "F")** and all supporting documentation, including but not limited to General Ledger Reports, Payroll Distribution Reports, Time Sheets, Activity Logs **(See Exhibit "H")**, Property Acquisition Form **(See Exhibit "I")**, Copies of Invoices, and other related information whether or not requested by County on a monthly basis no later than the 15th of each month for the previous month. Each Cost Reimbursement Request shall be completed pursuant to the instructions and State Administration Agency Bulletin Nos. 11-005 and 12-005 (or their successors) included in the attached **Exhibit "F".**

TxDPS and County agree that all unused Grant funds at the end or termination of this Agreement will be reallocated or reprogrammed by County.

SECTION VII
AUDIT REQUIREMENTS

TxDPS agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

If TxDPS expends Five Hundred Thousand Dollars, ($500, 000.00) or more in federal grant funds in the fiscal year, TxDPS must, within nine (9) months from the end of the fiscal year, supply County with an audit of revenues and expenditures conducted by a certified public accountant. If the TxDPS expends less than $500,000.00 in federal grant funds in a calendar year, then it is exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, the General Accounting Office and County. If a TxDPS is exempt, TxDPS will provide to County a copy of TxDPS's Financial Statements for the most recent fiscal year ended. TxDPS must complete and provide to County a completed Property Acquisition Form **Exhibit "I"** to be submitted monthly. If applicable, TxDPS agrees to cooperate with the County relating to any inquires regarding audits and TxDPS acknowledges that a Financial Audit shall be provided to County at the expense of the TxDPS. Audit information shall be available to County staff, and any and all applicable federal agencies.

TxDPS shall further provide County with a final report and all documentation required no later than 60 days prior to the completion of the project.

SECTION VIII
SUSPENSION AND TERMINATION

TxDPS understands that this Agreement may be suspended or terminated if TxDPS materially fails to comply with the provisions of the Agreement or the provisions so listed in attached **Exhibits "A"** through **"I"**.

If TxDPS fails to fulfill in a timely and proper manner its obligations under this Agreement, or TxDPS violates any of the agreements or stipulations of this Agreement, then the County shall provide TxDPS written notification of such non-performance. Such non-performance may be the basis for immediate termination of the Agreement. **Should any breach by the TxDPS of this Agreement relate to a violation of federal law or regulation that results in SAA, TxDPS or Homeland Security demanding reimbursement from the County or the TxDPS or its successor, the County will terminate Agreement and seek reimbursement of all funds from TxDPS.** TxDPS shall not be relieved of the liability to the County for damages sustained by the County by virtue of any breach of this Agreement by TxDPS and County may withhold any payments to TxDPS for violations of state, local or federal regulations. Should the county become aware of any activity by TxDPS, which would jeopardize the County's position with Homeland Security, SAA, TxDPS or any other state or federal agency, or which would cause a payback of federal funds, than the County may take appropriate action including injunctive relief against TxDPS to prevent the transaction as aforesaid. The failure of the County to exercise any right shall in no way constitute a waiver by the County to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except in writing upon the joint action of the governing bodies of both the County and TxDPS.

SECTION IX
ASSETS

TxDPS shall not purchase any asset unless so permitted by the County and such procurement shall be done in the form and manner so required by the County.

The requirements for real and personal property acquired with federal awards are contained in the Common rule of the Office of Management and Budget (OMB) Circular A-102, "Grants and Cooperative Agreements with State and Local Governments." The Common Rule of OMB Circular A-102 has been adopted by reference in the Uniform Grant Management Standards (UGMS). Recipients and sub-recipients of federal pass-through and other funds from state agencies are subject to the requirements of UGMS.

UGMS requires grant recipients and Sup-recipients to maintain property records, perform a physical inventory at least once every two years, reconcile results of the physical inventory to property records, safeguard the property, maintain the property, and use proper sales procedures to ensure the highest possible return.

To comply with the federal and state requirements regarding property records, TxDPS is required to keep a Property Acquisition Form to include a list of equipment and assets acquired with grant funds. This list should include a description of the property, a serial number or other identification number, the source of property, name of title holder, the acquisition date, cost of the property, percentage of federal or state participation in the cost of the property, the location,

use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property **(See Exhibit "I").**

The disposition of any asset improved or acquired in part or in whole with Grant funds by the TxDPS during the Grant period or after expiration of the Grant period, must have prior written approval of the County and County shall be reimbursed for the asset, if sold, in the full amount of the fair market value of the disposed asset. Upon such reimbursement to the County, the TxDPS shall become the owner of such asset purchased or acquired through the Grant funds and shall be responsible for the care, maintenance and repair of same. This reimbursement process shall also be applicable and in full force and effect for any asset which is no longer used for its intended Grant purpose by the TxDPS at any time during the Grant period or after expiration of the Grant period. The Parties are further required to comply with 44 CFR 13.32(e) regarding the disposition of assets acquired with Grant funds.

SECTION X
LIABILITY FOR DISALLOWED COSTS

The TxDPS understands and agrees that it shall be liable to County for any costs disallowed pursuant to financial and compliance audit(s) of TxDPS agreement funds. The TxDPS further understands and agrees that reimbursement to County of such disallowed costs shall be paid by the TxDPS from funds that were not provided or otherwise made available to TxDPS pursuant to this Agreement or any other federal contract.

SECTION XI
INDEMNITY CLAUSE AND INSURANCE REQUIREMENT

To the extent permitted under the constitution and laws of the State of Texas, TxDPS agrees to hold harmless the County its elected officials, officers, employees, consultants, or agents and to indemnify County's elected officials, employees, consultants or agents and to defend County against any and all claims brought against County by elected officials, officers, employees, or agents of TxDPS or brought by any third person limited to litigation involving grant funds distribution pursuant to this Agreement.

TxDPS shall acquire, maintain and furnish to County a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this Agreement with limits of not less than $300,000.00 per occurrence, $1,000,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet TxDPS's duty of indemnification under this paragraph. The County understands that TxDPS, as a state agency, does not maintain insurance coverages.

SECTION XII
PROCUREMENT

TxDPS agrees to conform to its own applicable purchasing laws, regulations, employment policies and procedures with respect to any purchases or employment in relation to the Grant and/or this Agreement.

SECTION XIII
CONFLICT OF INTEREST

TxDPS covenants that none of its elected officials, officers, employees, consultants, or agents who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities funded by the Grant. TxDPS agrees that all elected officials, officers, employees, consultants or agents shall comply fully with the applicable requirements of Texas Government Code.

TxDPS agrees that no person who is an elected official, officer, employee, consultant, or agent of the TxDPS's organization or the County's organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in the attached Exhibit "A" during the Grant period or for a period of one (1) year thereafter.

TxDPS is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

SECTION XIV
MISCELLANEOUS PROVISIONS

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 any 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 conflicts exists.

No Waiver. No waiver by County 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.

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 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 by County and TxDPS, and not otherwise.

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.

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile to the parties at the addresses set forth below, as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
302 W. University Dr.
Edinburg, TX 78539

If to TxDPS: Director
Texas Department of Public Safety
P.O. Box 4087
Austin, TX 78773

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.

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.

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.

Assignment. This Agreement shall not be assignable by TxDPS. County may assign this Agreement without the consent of TxDPS.

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.

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

Authority to Execute. The execution and performance of this Agreement by County and TxDPS have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and TxDPS in accordance with its terms.

WITNESS THE HANDS OF THE PARTIES effective as of the date of the last party to sign this Agreement.

TEXAS DEPARTMENT OF PUBLIC SAFETY

_____ **Date:** 7/22/14
Steven C. McCraw, Director

THE COUNTY OF HIDALGO

_____ **Date:** _____
Ramon Garcia, County Judge

ATTEST

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Office of Hidalgo County Criminal District Attorney,
Rene Guerra

By:_____
Michael L. Garza,
Assistant District Attorney

TABLE OF EXHIBITS

Exhibit "A"	Grant Term and Conditions
Exhibit "C"	Eligibility Certification Form
Exhibit "D"	Statement of Work
Exhibit "E"	City Grant Budget
Exhibit "F"	Cost Reimbursement Request Form and SAA Bulletins
Exhibit "G"	Weekly Report
Exhibit "H"	Activity Log
Exhibit "I"	Property Acquisition Form

EXHIBIT "A"

GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT (TEXAS DEPARTMENT OF PUBLIC SAFETY) 2011 SUB-RECIPIENT AGREEMENT TO THE COUNTY OF HIDALGO, TEXAS

Texas Department of Public Safety

2011 Grant Adjustment Notice
for
Hidalgo County

Date of Award
June 11, 2014

1. Sub-Recipient Name and Address	2. Prepared by: Lara, Pete H.	3. Award Number: 11-GA 48215-04
Judge Ramon Garcia Hidalgo County 302 W. University Edinburg, TX 78539	4. Federal Grant Information	
	Federal Grant Title:	Homeland Security Grant Program
	Federal Grant Award Number:	EMW-2011-SS-00019
	Date Federal Grant Awarded to TxDPS:	September 1, 2011
	Federal Granting Agency:	Department of Homeland Security FEMA Grant Programs Directorate

5. Award Amount and Grant Breakdowns

OPSG Award Amount
(Federal)
CFDA: 97.067
$1,329,377.26

NOTE: Match requirement details can be found in the federal guidance for the grant named in Box 4 above.

Grant Period:

FROM:	TO:
Sep 1, 2011	Aug 15, 2014

(The SAA Must receive all invoices by the end of grant period)

6. Statutory Authority for Grant: This project is supported under the Department of Homeland Security Appropriations Act of 2010 (Public Law 111-83).

7. Method of Payment: Primary method is reimbursement.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred,suspended, proposed for debarment,en_US 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.2.8.9029.0

9. Agency Approval

Approving TxDPS Official:	Signature of TxDPS Official:
Machelle Pharr, Deputy Assistant Director State Administrative Agency Texas Department of Public Safety	M. Pharr

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:
Ramon Garcia Hidalgo County Judge	Ramon Garcia

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:	12. Date Signed :
74-6000717	6/17/14

13. DUE DATE: June 30, 2014

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

APPROVED BY
COMMISSIONERS' COURT
ON: 6/17/14

Texas Department of Public Safety

2011 Sub-Recipient Agreement

for

Hidalgo County

Date of Award
April 25, 2012

1. Sub-Recipient Name and Address	2. Prepared by: Gabbart, Steven	3. Award Number: 11-SR 48215-01
Judge Ramon Garcia Hidalgo County 1615 S. Closner STE J Edinburg, TX 78539	**4. Federal Grant Information**	
	Federal Grant Title:	**Homeland Security Grant Program**
	Federal Grant Award Number:	EMW-2011-SS-0019
	Date Federal Grant Awarded to TxDPS:	September 1, 2011
	Federal Granting Agency:	Department of Homeland Security FEMA Grant Programs Directorate

5. Award Amount and Grant Breakdowns

OPSG Award Amount
(Federal)
CFDA: 97.067
$800,817.00

NOTE: Match requirement details can be found in the federal guidance for the grant named in Box 4 above.

Grant Period:

FROM:	TO:
Sep 1, 2011	Aug 31, 2013

(The SAA Must receive all invoices by the end of grant period)

6. Statutory Authority for Grant: This project is supported under the Department of Homeland Security Appropriations Act of 2010 (Public Law 111-83).

7. Method of Payment: Primary method is reimbursement.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred,suspended, proposed for debarment,en_US 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.2.8.9029.0

9. Agency Approval

Approving TxDPS Official:	Signature of TxDPS Official:
Machelle Pharr, Deputy Assistant Director State Administrative Agency Texas Department of Public Safety	M. Pharr

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:
Ramon Garcia County Judge	Ramon Garcia

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:	12. Date Signed :
74-6000717 DUNS #10-311-0834	5/8/12

13. DUE DATE: June 9, 2012

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

2011 TERMS AND CONDITIONS

Instructions:

The Sub-recipient must:

1. ***Fill in the information and sign the Sub-Recipient Award,***
2. ***Certify they have read and understand the Terms and Conditions by initialing the bottom of each page.***
3. ***Fill in the information located on Page 4.***
4. ***Certify to the statements provided in Exhibits A, B, C and D located at the back of this document by filling in contact information and signing all exhibits.***
5. ***Return all documents to the DPS/THSSAA on or before the date provided in the transmittal letter and/or in the agreement.***

Parties to Sub-recipient Agreement

This Sub-recipient Agreement (includes the Sub-recipient Award and the Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Homeland Security State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "DPS/THSSAA," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, DPS/THSSAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2011 Sub-recipient Agreement on or before the date provided in the transmittal letter and/or in the Sub-recipient Agreement Award.

Sub-recipient may not assign or transfer any interest in this Sub-recipient Agreement without the express, prior written consent of the DPS/THSSAA.

Overview and Performance Standards

All allocations and use of funds under this grant must be in accordance with the FY 2011 Grant Program Guidance for the Federal Grant Title specified on the Sub-recipient Agreement Award. All award Sub-recipients are required to have read, understood and accepted the FY 2011 Grant Program Guidance as binding.

Standard of Performance. The Sub-recipient shall perform all activities and projects entered into the DPS/THSSAA web-based grants management system which were approved by the THSSAA. The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement, Terms and Conditions and the following Exhibits located at the end of this document:

1. Assurance – Non-Construction Programs, hereinafter referred to as **"Exhibit A"**
2. Assurance – Construction Programs, hereinafter referred to as **"Exhibit B"**
3. Certification, hereinafter referred to as **"Exhibit C"**
4. Assurance – From UGMS §__.14 hereinafter referred to as **"Exhibit D"**

Failure to Perform. In the event the Sub-recipient fails to implement the project(s) entered into the DPS/THSSAA 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 DPS/THSSAA 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 DPS/THSSAA until repayment to DPS/THSSAA is made and any other compliance or audit finding is satisfactorily resolved. Failure to timely implement projects may reduce future funding in additional DHS/FEMA grant programs administered by the DPS/THSSAA.

DPS/THSSAA Obligations

Measure of Liability. DPS/THSSAA shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

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 DPS/THSSAA 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 DPS/THSSAA under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the Sub-recipient Award.

Sub-recipient shall contribute the match funds listed on the Sub-recipient Award.

Excess Payments. The Sub-recipient shall refund to DPS/THSSAA any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by DPS/THSSAA or that DPS/THSSAA determines has resulted in overpayment to the Sub-recipient or that DPS/THSSAA 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 DPS/THSSAA within thirty (30) days after DPS/THSSAA requests such refund.

Initial _____ Date 5/8/12

Suspension

In the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, DPS/THSSAA 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

DPS/THSSAA's Right to Terminate. DPS/THSSAA 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 DPS/THSSAA determines that the Sub-recipient has failed to comply with any of this Sub-recipient Agreement's terms. DPS/THSSAA 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.

Appeal may be made to the Deputy Director of Homeland Security, Department of Public Safety.

Enforcement

In taking an enforcement action, the awarding agency will provide the sub-recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the sub-recipient is entitled under any statute or regulation applicable to the action involved.

Conflict of Interest

No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Monitoring

Sub-recipients will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirement, timelines, milestone completion, budget, and other related program criteria are being met.

DPS/THSSAA or its authorized representative reserves the right to perform periodic desk/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, DPS/THSSAA 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 Section.

Audit

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). 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.

Right to Audit. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit DPS/THSSAA or its authorized representative to audit the Sub-recipient's records. The sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

Sub-recipient's Liability for Disallowed Costs. The Sub-recipient understands and agrees that it shall be liable to DPS/THSSAA 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 DPS/THSSAA 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.

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 DPS/THSSAA 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.

Other Requirements

A. During the performance period of this grant, Sub-recipient government jurisdictions must maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (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 government jurisdiction's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

Initial _____ Date 5/8/12

B. Projects identified in the DPS/THSSAA 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. Sub-recipient will submit its project plans, narrative and budget to DPS/THSSAA and FEMA (if required) for approval prior to expending or requesting advances of any funds for this award. 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.

C. During the performance period, the Sub-recipient must be a registered user of the Texas Regional Response Network (TRRN) (or other response asset inventory management system specified by DPS/THSSAA) and must 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.

D. Sub-recipients must submit Fiscal Year 2010 Indirect Cost Allocation Plan signed by Cognizant Agency. "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 CFR Part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies. Plan should be forwarded to the DPS/THSSAA.

E. Regional Planning Commissions/Council of Governments (COGs) will follow guidelines listed in the DPS/THSSAA FY2011 COG Statement of Work.

F. 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 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 sub-recipient agrees to consult with DPS/THSSAA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

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. DPS/THSSAA 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 award modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, DPS/THSSAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, DPS/THSSAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds. Sub-recipient will return the funds to the DPS/THSSAA within 30 days of receiving the GAN.

C. At the completion of the sub-recipient's performance period, DPS/THSSAA will de-obligate all uncommitted / unexpended funds.

Restrictions, Disclaimers and Notices

A. In cases where local funding is established by a COG or UASI governing board, the release of funds by DPS/THSSAA is contingent upon funding allocation approval by the governing board.

B. Notwithstanding any other agreement provisions, the parties hereto understand and agree that DPS/THSSAA's obligations under this agreement are contingent upon the receipt of adequate funds to meet DPS/THSSAA's liabilities hereunder, except as required by HSGP grant. DPS/THSSAA shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Sub-recipient Award.

C. 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 or Loan Star, to the other party at its respective address set forth below or to a Point of Contact listed for the sub-recipient in the DPS/THSSAA Grants Management System.

DPS/THSSAA Contact Information		Sub-Recipient Contact Information (Please Fill-In Contact Information below)	
Deputy Assistant Director,		Name:	Ramon Garcia
Texas Homeland Security State Admin. Agency		Title:	County Judge
Texas Department of Public Safety		Agency:	Hidalgo County
P.O. Box 4087		Address:	1615 S. Closner, Suite J
Austin, TX 78773-0220			Edinburg, Texas 78539

Uniform Administrative Requirements, Cost Principals 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 the most recent version of 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).

3. 44 CFR Part 10, Environmental Considerations

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B. Cost Principles

1. 2 C.F.R. Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
2. 2 C.F.R. Part 220, Cost Principles for Education Institutions (OMB Circular A-21)
3. 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. 48 CFR 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

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

D. Grant Guidance

The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FY2011 Grant Program Guidance and application kit and supplemental resources, e.g., for Homeland Security Grant Program currently available at http://www.fema.gov/txt/government/grant/2011/fy11_hsgp_kit.txt; for Regional Catastrophic Preparedness Grant Program, http://www.fema.gov/txt/government/grant/2011/fy11_rcpgp_kit.txt; for Emergency Operations Center Grant Program http://www.fema.gov/txt/government/grant/2011/fy11_eoc_kit.txt; and Nonprofit Security Grant Program, http://www.fema.gov/txt/government/grant/2011/fy11_nsgp_kit.txt.

Lobbying Prohibited

Sub-Recipient understands and agrees that it cannot 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.

Environmental Review

The Sub-recipient, as soon as possible upon receiving their grant award, must provide information to DPS/THSSAA to assist with the legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/THSSAA for review. These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. The recipient must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances. See FEMA Information Bulletin 329.

Recipient shall not undertake any written activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older. Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may not be eligible for grant funding.

Retention and Accessibility of Records

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, 44 CFR Section 13.42, UGMS §__.42, and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for 3 years after any real estate or equipment final disposition. The DHS or DPS/THSSAA may direct the sub-recipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.

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, DPS/THSSAA, 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, Texas Government Code Chapter 552.

Inclusion in Subcontracts. The Sub-recipient shall include the substance of the Retention of Records and Access to Records sections in all subcontracts.

After Action Reporting. The Sub-recipient shall complete, deliver to the appropriate source, and retain copies of all after-action and certificates of completion for all training and exercises paid for by this grant.

Legal Authority

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.

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.

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Conflicts in Requirements. If conflict exists between federal, state, or local requirements, the sub-recipient shall comply with the strictest requirement.

Notice of Litigation and Claims

The Sub-recipient shall give DPS/THSSAA immediate notice in writing of any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out of the performance under this Sub-recipient agreement.

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

Non-Waiver of Defaults

ANY FAILURE OF DPS/THSSAA, AT ANY TIME, TO ENFORCE OR REQUIRE THE STRICT KEEPING AND PERFORMANCE OF ANY PROVISION OF THIS AGREEMENT WILL NOT CONSTITUTE A WAIVER OF SUCH PROVISION, AND WILL NOT AFFECT OR IMPAIR SAME OR THE RIGHT OF DPS/THSSAA AT ANY TIME TO AVAIL ITSELF OF SAME. A WAIVER DOES NOT BECOME EFFECTIVE UNLESS DPS/THSSAA EXPRESSLY AGREES TO SUCH WAIVER IN WRITING. ANY PAYMENT BY DPS/THSSAA SHALL NOT CONSTITUTE A WAIVER OR OTHERWISE IMPAIR OR PREJUDICE ANY RIGHT, POWER, PRIVILEGE, OR REMEDY AVAILABLE TO DPS/THSSAA TO ENFORCE ITS RIGHTS, AS SUCH RIGHTS, POWERS, PRIVILEGES, AND REMEDIES ARE SPECIFICALLY PRESERVED.

Indemnity

AS PERMITTED BY LAW, SUB-RECIPIENT SHALL INDEMNIFY, DEFEND AND HOLD DPS/THSSAA AND THE STATE OF TEXAS (INCLUDING ITS DIRECTORS, COMMISSIONERS, EMPLOYEES, AGENTS AND THEIR SUCCESSORS) ("INDEMNITEES") HARMLESS FROM AND AGAINST ANY OF THE FOLLOWING THAT ARISE OUT OF OR RESULT FROM SUB-RECIPIENT'S NEGLIGENCE (ANY AND ALL), FAULT, ACT, FAILURE TO ACT, OMISSION, BREACH OF THIS AGREEMENT OR VIOLATION OF ANY STATE OR FEDERAL LAW AND/OR REGULATION, AS WELL AS ANY VIOLATION OF ANY MATTER MADE THE BASIS OF A TREATY AND/OR CONVENTION AND/OR AGREEMENT BETWEEN THE UNITED STATES AND ANOTHER NATION: CLAIMS; LAWSUITS; DAMAGES; LIABILITIES; PENALTIES; TAXES; FINES; INTEREST; EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, INVESTIGATION COSTS AND ALL DIRECT OR INDIRECT COSTS OR EXPENSES INCURRED IN DEFENDING AGAINST ANY CLAIM, LAWSUIT, OR OTHER PROCEEDING, INCLUDING THOSE EXPENSES INCURRED IN ANY NEGOTIATION, SETTLEMENT, OR ALTERNATIVE DISPUTE RESOLUTION); ANY AND ALL DAMAGES, HOWEVER CHARACTERIZED, SUCH AS DIRECT, GENERAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR THE RIGHTS PROVIDED THEREIN.

IN ANY AND ALL CLAIMS AGAINST ANY OF THE INDEMNITEES BY ANY EMPLOYEE OF THE SUB-RECIPIENT OR ANY EMPLOYEE OF ITS SUBCONTRACTOR(S), THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT WILL NOT BE LIMITED IN ANY WAY BY THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE SUB-RECIPIENT OR ANY OF ITS SUBCONTRACTOR(S) UNDER WORKER'S DISABILITY COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEE BENEFITS ACTS.

SUB-RECIPIENT SHALL COORDINATE ITS DEFENSE AND ANY SETTLEMENT WITH THE ATTORNEY GENERAL FOR THE STATE OF TEXAS AS REQUESTED BY THE DPS/THSSAA. IN ANY SETTLEMENT, SUB-RECIPIENT MUST NOT MAKE ANY ADMISSION OF LIABILITY ON THE PART OF ANY OF THE INDEMNITEES.

THIS SECTION SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION, CONTRIBUTION OR RIGHT WHICH ANY OF THE INDEMNITEES HAVE BY LAW OR EQUITY.

THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

Changes and Amendments

Modification. FEMA or the DPS/THSSAA may change the award document after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates sub-recipient's acceptance of the changes to the award.

Written Amendment. Alterations, additions or deletions to this Sub-recipient agreement's terms, such as changes to period of performance and award amounts, will be made through Grant Adjustment Notices generated by the DPS/THSSAA web-based grants management system and executed by the Parties.

Authority to Amend. During the period of this Sub-recipient agreement's performance DPS/THSSAA 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 DPS/THSSAA or FEMA in the form of Information Bulletins and Sub-recipient Manuals 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.

Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to the 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. In the event FEMA or DPS/THSSAA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate sub-recipient acceptance of the changes to the award.

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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.

Venue

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

Other General Conditions

DUNS Number. Sub-recipient confirms its Data Universal Numbering Systems Number (DUNS) is the number listed on the Sub-recipient agreement award. Data Universal Numbering System (DUNS) number means the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or http://fedgov.dnb.com/webform.

Central Contractor Registration and Universal Identifier Requirements. Sub-recipient maintains that it has registered on www.ccr.gov, and entered DPS/THSSAA-required information. See SAA Information Bulletin. Sub-recipient will keep current, and then review and update the CCR information at least annually, at the beginning of September of each year. Sub-recipient will keep information current in Central Contractor Registration database until the later of when it submits this grant's final financial report or receives final grant award payment. Sub-recipient agrees that it will not make any subaward agreement or contract related to this award without first obtaining the vendor/subawardee's mandatory DUNS number. See section .210 of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.

Reporting Total Compensation of Sub-recipient Executives. 2 CFR 170.320; see FEMA Information Bulletin 350; SAA Information Bulletin.

1. Applicability and what to report: Sub-recipient must report whether Sub-recipient received $25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 CFR 170.320. Sub-recipient must report whether 80% or more of Sub-recipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Sub-recipient answers "yes" to both questions, Sub-recipient must report, along with Sub-recipient's DUNS number, the names and total compensation (see 17 CFR 229.402(c)(2)) for each of the Sub-recipient's five most highly compensated executives for the preceding completed fiscal year.

2. Where and when to report. Sub-recipient must report executive total compensation at www.ccr.gov. By signing this agreement Sub-recipient is certifying that, if required, Sub-recipient's jurisdiction has already registered, entered the required information, and agrees to keep information in the Central Contractor Registration database current, and update the information at least annually at the beginning of September for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Sub-recipient agrees that it will not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.

Contract Provisions. All contracts executed under this award will contain the contract provisions listed under 44 CFR 13.37(b), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

No Contracts with Debarred or Suspended Parties. Prior to contracting with any vendor or subawardee, the Sub-recipient will determine whether the vendor/subawardee is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department and agency and will confirm the vendor/subawardee does not appear in the Excluded Parties List System, currently at www.epls.gov./search.do.

Direct Deposit. Since September 1, 2011, Sub-recipient has either forwarded or is currently forwarding to DPS an updated direct deposit form currently available at http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf. Sub-recipient may simultaneously sign up for the Advance Payment Notification email feature which provides state of Texas payees with a one-business-day advance notice that a direct deposit payment has been sent to their financial institution. After receiving an APN, payees may securely access their payment details online.

Points of Contacts. Within 30 days of any change, Sub-recipient will enter, confirm, and/or correct the chief elected official, program, and/or financial points of contact in the DPS/THSSAA grant management system.

Publications. All publications produced as a result of this funding, which are submitted for publication in any magazine, journal, or trade paper shall carry the following: "This material is based upon work supported by the U.S. Department of Homeland Security. The views and conclusions contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies, either expressed or implied, of the U.S. Department of Homeland Security."

Quarterly Performance Reports. The sub-recipient will submit performance reports and progress reviews per DPS/THSSAA and/or FEMA's direction. Currently most reports are entered into the grants management system. For Homeland Security Grant Program, Emergency Operations Center Grant Program, Regional Catastrophic Preparedness Grant Program and Non-profit awards performance reports are currently due on each January 20, April 20, July 20 and October 20. The final report is to be filed the quarter after the end of Sub-recipients performance period. Failure to timely complete performance reports will result in the Sub-recipient being unable to request additional reimbursements/advances.

Controlled Unclassified Information. Some information and materials provided pursuant to or resulting from this Award may be export controlled, sensitive, for official use only or otherwise protected by law, executive order or regulation. The sub-recipient is responsible for compliance with all applicable laws and regulations.

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Security Requirements. Sub-recipients of this award shall use their own security procedures and protections to protect Sensitive Information received or distributed under this Award. The sub-recipient shall also establish procedures to provide reasonable assurance that no Sensitive Information will be developed or generated under this award. Such security procedures should include procedures (e.g., security check forms, type of background check/investigations performed (if necessary) and requirements for successful adjudication of the type of background check/investigations performed) to determine the suitability of sub-recipients' personnel requiring recurring access to government facilities or access to Sensitive Information provided under this award. A copy of the security procedures and any proposed Non-Disclosure Agreement for the sub-recipients' personnel shall be submitted to the DPS/THSSAA within two (2) weeks after signing this agreement. The sub-recipient will be notified of any concerns that may be identified once the security procedures are forwarded and reviewed by DHS.

Sensitive Information. Work under this award may involve access to Sensitive Information from the Federal Government. Therefore, the sub-recipient shall not disclose, orally or in writing, any Sensitive Information to any person unless authorized in writing by the DHS Grants Officer. Further, the sub-recipient shall ensure that Sensitive Information is protected in such a manner that it is safeguarded from public disclosure in compliance with local, state or Federal laws and with sub-recipient's security procedures. For those sub-recipient personnel authorized access to Sensitive Information, the sub-recipient must ensure that these persons receive training concerning the protection and disclosure of Sensitive Information both during and after the period of performance.

Public Dissemination of Sensitive Information. The sub-recipient will notify the DPS/THSSAA of any workshops, conferences, seminars or other public venues at least 100 days before presenting any potentially sensitive information regarding this project. No Sensitive Information may be presented by the sub-recipients' personnel without DPS/THSSAA and DHS Grants Officer's review and prior written approval.

Security Concerns/Violations. The sub-recipient shall inform the THSSAA's Deputy Assistant Director in writing within two (2) days of the sub-recipient being made aware of any security concerns with individuals having access to government facilities or Sensitive Information. In the event that Sensitive Information is divulged in violation of sub-recipient's security procedures, the sub-recipient will immediately notify the DPS/THSSAA Deputy Assistant Director and take appropriate law enforcement and legal action.

Site Visits. The DHS and/or DPS/THSSAA, through authorized representatives, has the right, at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by the DHS on the premises of the sub-recipient, or a contractor under this Award, the sub-recipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

Use of DHS, DPS, and DPS/THSSAA Seals and Non-Endorsement. The sub-recipient shall obtain the respective agency's prior written approval before using either agencies' seal. Funding of this Award does not equate to endorsement of use of funding agencies' seals.

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Prohibited Activities

1) Trafficking in Person and Commercial Sex Act Prohibition
a) Provisions applicable to a sub-recipient that is a private entity.
i) A sub-recipient and/or the sub-recipient's employees, may not:
(1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
(2) Procure a commercial sex act during the period of time that the award is in effect; or
(3) Use forced labor in the performance of the award or sub-award under this award.
ii) DPS/THSSAA or FEMA may unilaterally terminate this award, without penalty, if the sub-recipient that is a private entity:
(1) Is determined to have violated a prohibition in paragraph 1a of this award term; or
(2) Has an employee who is determined by an agency official authorized to terminate the award to have violated a prohibition of this award term through conduct that is either:
(a) Associated with performance under this award; or
(b) Imputed to the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000.
b) Provisions applicable to a sub-recipient that is not a private entity.
i) THSSAA may unilaterally terminate this award, without penalty, if the sub-recipient:
ii) Is determined to have violated a prohibition in paragraph 1a of this award term; or
iii) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a1 of this award term through conduct that is either:
(1) Associated with performance under this award; or
(2) Imputed to the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000.
c) Provisions applicable to any recipient:
i) A Sub-recipient must inform the DPS/THSSAA immediately of any information it received from any source alleging a violation of a prohibition in paragraph a1 of this award term.
ii) DPS/THSSAA's right to terminate unilaterally is described in 1b or 2 of this section:
(1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g)), and
(2) Is in addition to all other remedies for noncompliance that are available to DPS/THSAA under this award.
iii) Sub-recipient must include the requirements of 1a of this award term in any sub-award the sub-recipient makes to a private entity.
d) Definitions. For purposes of this award term:
i) "Employee" means either:
(1) An individual employed by a sub-recipient who is engaged in the performance of the project or program under this award: or
(2) Another person engaged in the performance of the project or program under this award and not compensated by Sub-recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt, bondage, or slavery.
iii) "Private entity" means:
(1) Any entity other than a State, local government, Indian Tribe, or foreign public entities, as those terms are defined in 2 CFR 175.25.
(2) Includes:
(a) A non-profit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b).
(b) A for-profit organization
iv) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

2) Classified Security Condition
a) "Classified national security information" as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
b) No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for that access to such information
c) Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-awardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Branch Program (ISBP), or an appropriate official within the Federal department or agency with whom the classified effort will be performed.
d) Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS " Standard Operation Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008: EO's 12829, 12959, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and /or other applicable implementing directives or instruction. All security requirement documents are currently located at: http://www.dhs/gov/xopnbiz/grants/index.shtm.
e) Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any action to facilitate the acquisition of such a contract sub-award, or other agreement, the award recipient shall contact ISPB, or the appropriate Federal department or agency, for approval and processing instructions. DHS Office of Security ISPB contact information: Telephone: 202-447-5346, Email: D254AdministrativeSecu@dhs.gov, Mail: Department of Homeland Security, Office of the Chief Security Officer, ATTN: ASD/Industrial Security Program Branch, Washington, DC. 20528

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Operation Stonegarden (OPSG) Specific Condition

The OPSG Sub-recipient is prohibited from obligating or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific, or modified county level or equivalent Operational Order/Frag Operation Order with embedded estimated operational budget has been reviewed and approved through an official email notice issued by FEMA removing this special programmatic condition. The Operations Order approval process/structure is as follows: Operations Orders are submitted to (1) THE APPROPRIATE Customs and Border Productions (CBP) Border Patrol (BP) Sector Headquarters (HQ) upon approval by the Sector HQ, forwarded through the Border Patrol Enforcement Transfer System (BPets) system to (2) the OPSG Coordinator, CBP/BP Washington, DC and upon approval forwarded to (3) Federal Emergency Management Agency (FEMA), Grant Program Directorate (GPD), Grant Development and Administrative Division (GD&A). Notification of release of programmatic hold will be sent by FEMA via email to the Texas Homeland Security State Administrative Agency (THSSAA) with a copy to OPSG Coordinator at CBP/BP HQ, Washington DC.

Emergency Operations Center Grant Program (EOCGP) Specific Condition

The Sub-recipient is prohibited from obligating, expending or drawing down EOCGP funds provided through this award until the required budget and budget narrative are reviewed and approved by FEMA and an official notice has been issued from FEMA removing this special condition.

Regional Catastrophic Preparedness Grant Program (RCPGP) Specific Condition

The Sub-recipient is prohibited from obligating or expending RCPGP funds provided through this award until the required budget and budget narrative are approved by FEMA and this condition is rescinded. In addition, the Sub-recipient is prohibited from obligating or expending RCPGP funds provided through this award until DHS/FEMA has provided signed approval of the project narrative and project plans to the Sub-recipient.

State Requirements for Grants

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 in Texas Government Code Chapter 783, Uniform Grant and Contract Management Code: State Administrative Agency Information Bulletins, currently available at http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm, Texas Uniform Grants Management Standards (UGMS) currently at governor.state.tx.us/files/state-grants/?UGMS062004.doc; and the State Administrative Agency Sub-recipient Manual, currently available at http://www.txdps.state.tx.us/director_staff/saa/documents/subrecipientManual.pdf. Sub-recipient(s) must, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of the award, and the approved application.

The Sub-recipient will follow Texas General Appropriations Act, Art. IX, section 4.05 which requires conforming with:

a) Texas General Appropriations Act, Art. IX, Parts 2 and 3 of the General Appropriations Act, except there is no requirement for increased salaries for local government employees;

b) Texas Government Code section 556.004, 556.005, and 556.006 including not using any money or vehicle to support the candidacy of any person for office; not influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose; and not using grant funds to influence the passage or defeat of a legislative including not assisting with the funding of a Lobbyist, or using grant funds to pay dues to an organization with a registered Lobbyist;

c) Texas Government Code section 2113.012 and 2113.101 including not using grant funds to compensate any employee who uses alcoholic beverages on active duty plus Sub-recipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;

d) Texas General Appropriations Act, Art. IX, section 6.13 requiring Sub-recipients to make every effort to attain key performance target levels associated with this grant award, including performance milestones, milestone time frames, and related performance reporting requirements; and

e) General Appropriations Act, Art. IX, section 7.01, 7.02, and 7.03 and Texas Government Code § 2102.0091, including grants funds may only be expended if the Sub-recipient timely completes and files its reports.

Please fill in the appropriate information and sign.

Print Name of Authorized Official Ramon Garcia

Title County Judge

Sub-recipient Organization Hidalgo County

Signature of Authorized Official 5/8/12 Date

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EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient:

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 agreement.

2. Will give the Department of Homeland Security, the Department of Public Safety, 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. §§290dd-3 and 290ee- 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 agreement 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.

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 sub-agreements.

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."

Initial _____ Date 5/8/12

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this program.

Please fill in the appropriate information and sign.

Print Name of Authorized Official Ramon Garcia

Title County Judge

Sub-recipient Organization Hidalgo County

Signature of Authorized Official 5/8/12 Date

Initial _____ Date 5/8/12

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient:

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 costs) to ensure proper planning, management and completion of project described in this agreement.

2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. 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.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of 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).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based pain in construction or rehabilitation of residence structures.

10. 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. §§290dd-3 and 290ee 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 statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the agreement.

11. 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 and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the 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.

13. 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 sub-agreements.

14. Will comply 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.

15. 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).

16. 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.

17. 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).

Initial _____ Date 5/8/12

18. 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."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this program.

Please fill in the appropriate information and sign.

Print Name of Authorized Official Ramon Garcia

Title County Judge

Sub-recipient Organization Hidalgo County

Signature of Authorized Official 5/8/12 Date

Initial RG Date 5/8/12

Exhibit C

Certifications

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

A. 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee or 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, of modification of any Federal contract, grant, loan, or cooperative agreement.

B. 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 or 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 of Lobbying Activities, in accordance with its instructions.

C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts 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 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.

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

1. Are not 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.epls.gov and the State Debarred Vendor List www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
2. Have not within a three-year period preceding this agreement 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 agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; or
5. Where the sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement. (Federal Certification)

E. 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.

F. Sub-recipient must comply with 2 CFR Part 180 Subpart C as a condition of receiving grant funds, and sub-recipient must require such compliance in any sub-grants or contract at the next tier.

G. Drug-free Workplace Act, as amended, 41 U.S.C. §701 et seq. – Requires the recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, place(s) where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. The recipient must notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 CFR Part 17.

H. Sub-recipient agrees that it is not delinquent on any Federal debt.

I. Sub-recipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.

Initial _____ Date 5/8/17

J. Sub-recipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

Please fill in the appropriate information and sign.

Print Name of Authorized Official Ramon Garcia

Title County Judge

Sub-recipient Organization Hidalgo County

Signature of Authorized Official 5/8/12 Date

Initial _____ Date 5/8/12

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient

1. Will comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

2. Must insure that all information collected, assembled, or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.

3. Must comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

4. Must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

5. Will not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the subgrantee is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

6. Must comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules if the subgrantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.

7. Will follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section __.36 for additional guidance on contract provisions).

8. Must comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.

9. 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 and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, 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 the 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. §§290dd-3 and 290ee-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.

10. 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.

11. Will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions 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.

12. Will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

14. Will insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

Initial _____ Date 5/8/15

15. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

16. 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 (Clear Air) Implementation Plans under Section 176(c) of the Clear 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).

17. 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.

18. 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.).

19. 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.

20. 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 residential structures.

21. Will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

22. Will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Will comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. Certifies that is and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at http://www.epls.gov.

25. Must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Please fill in the appropriate information and sign.

Print Name of Authorized Official Ramon Garcia

Title County Judge

Sub-recipient Organization Hidalgo County

Signature of Authorized Official

5/8/12
Date

Initial _____ Date 5/8/12

EXHIBIT "C"

Eligibility Certification Form

TEXAS DEPARTMENT OF PUBLIC SAFETY
TEXAS HOMELAND SECURITY
STATE ADMINISTRATIVE AGENCY (THSSAA)

2014 ELIGIBILITY CERTIFICATION FORM

2014

	PLEASE FILL IN THE APPROPRIATE INFORMATION AND CERTIFY BY SIGNING BELOW THAT THE INFORMATION SUBMITTED ON THIS ELIGIBILITY FORM IS COMPLETE AND ACCURATE TO THE BEST OF YOUR KNOWLEDGE.
	Texas Department of Public Safety
	806782272
	RBodisch — Date: 7-2-14
	Robert Bodisch
	Deputy Director

I. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

[illegible] (initial only one box; A or B):

A	To Certify to I.A, Initial Here: _____	My jurisdiction/organization has adopted and implemented NIMS and is compliant with all NIMS objectives issued to date (FY2005-FY2009). http://www.fema.gov/pdf/emergency/nims/FY2009_NIMS_Implementation_Chart.pdf
B	To Certify to I.B, Initial Here: _____	My jurisdiction/organization has adopted and implemented NIMS, but is not fully compliant with all NIMS implementation objectives. **Required Attachment:** A letter explaining the a) the implementation objectives not yet met; b) the steps taken to achieve 100% NIMS compliance; and c) the date the jurisdiction expects to be in full compliance with all objectives and metrics.

II. EMERGENCY MANAGEMENT PLANS (INTERMEDIATE LEVEL)

To Certify to II., Initial Here: _____

and check one of the three boxes at right

- ☐ A. My jurisdiction has its own current emergency management plan that meets the state preparedness standards at the Intermediate Level on file with the Texas Division of Emergency Management (TDEM).
- ☐ B. My jurisdiction is a legally established member of an inter-jurisdictional emergency management program that has a plan that meets the state preparedness standards at the Intermediate Level on file with TDEM.
- ☐ C. My jurisdiction/organization is not a city or county and is not required by Texas law to have an emergency management plan, e.g., COG or nonprofit organization.

III. OMB CIRCULAR A-133 SINGLE AUDIT

My jurisdiction's/organization's fiscal year (FY) end for 2013 was (check one):

- ☐ August 31, 2013 (Reporting Package is due 30 days after completion or May 31, 2014, whichever is sooner)
- ☐ September 30, 2013 (Reporting Package is due 30 days after completion or June 30, 2014, whichever is sooner)
- ☐ December 31, 2013 (Reporting Package is due 30 days after completion or September 30, 2014, whichever is sooner)
- ☐ Other (please specify date here): _____

[redacted] (check only one box, A or B).

A	To Certify to III.A, Initial Here: _____	I certify my jurisdiction/organization did not expend over $500,000 in Federal or State funding during FY 2013 so no A-133 audit was necessary or obtained.
B	To Certify to III.B, Initial Here: _____	I certify my jurisdiction/organization expended over $500,000 in Federal or State funding in FY 2013 and that the required reporting package has been/will be provided 1) to the Texas Department of Public Safety (TXDPS) and 2) to the Federal Clearinghouse.

IV. TEXAS REGIONAL RESPONSE NETWORK (TRRN)

To Certify to IV., Initial Here: _____ and check one of the two boxes at right	My jurisdiction/organization is registered with the Texas Regional Response Network (TRRN) and (check one): https://www.trrn.state.tx.us/TRRN/Tier01/Security/SignIn.aspx ☐ A. My jurisdiction has entered all deployable equipment with a cost of $5,000 or more purchased with Homeland Security Grant funds into the TRRN. ☐ B. My jurisdiction does not have any deployable equipment with a cost of $5,000 or more purchased with Homeland Security Grant funds.

V. DUNS, CCR and FFATA

To Certify to V., Initial Here: _____	I certify my jurisdiction/organization has entered all required information, including FFATA/employee compensation, into the System for Award Management (SAM) and has an active registration status with no "Active Exclusion Records". (https://www.sam.gov/portal/public/SAM/)

VI. CRIMINAL HISTORY DISPOSITION REPORTING (If Applicable)

[redacted] (check only one box, A or B).

A	To Certify to VI.A, Initial Here: _____	My County has documented a 90% average disposition completeness rate for adult arrests and a 90% average disposition completeness rate for juvenile arrests under calendar years 2008-2012 as required by Chapter 60, Texas Code of Criminal Procedure.
B	To Certify to VI.B, Initial Here: _____	My County DOES NOT currently have a documented 90% average disposition completeness rate for adult arrests and a 90% average disposition completeness rate for juvenile arrests under calendar years 2008-2012, but my County intends to attain the required averages by August 1, 2014. I understand that sub-recipients within the County will not be Eligible for 2014 SHSP funds if the required averages are not achieved by the August 1, 2014 deadline.

Return completed form via email to SAA@dps.texas.gov

TEXAS DEPARTMENT OF PUBLIC SAFETY
TEXAS HOMELAND SECURITY STATE ADMINISTRATIVE AGENCY (THSSAA)

2013 ELIGIBILITY CERTIFICATION INSTRUCTIONS

- **Form:** Completion of the *2013 Eligibility Certification Form* is required by all potential sub-recipients to be eligible for 2013 Homeland Security Grant funds.
- **Required Signature:** This form must be signed by the chief elected official, chief executive officer, and/or chief financial officer. A sub-recipient may choose to have multiple signatories.
- **Return Instructions:** The certification form, and NIMS explanation letter (if required), must be emailed to the THSSAA at SAA@dps.texas.gov no later than **June 28, 2013.** Please submit the certification form and NIMS explanation letter (if required) together in one PDF document and in one email.
- **Subject Line/File Name:** Please use the following naming convention for the email subject line and document file name: "Jurisdiction/Organization Name-2013-Certification" (e.g. *Kerr County-2013-Certification;*)
- **Courtesy Copy:** A completed and signed copy also must be sent to your local COG if they require it. Contact the Homeland Security Grant program manager at your local COG for instructions.

I. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

Homeland Security Presidential Directive (HSPD)-5 requires Federal Departments and agencies to make adoption of NIMS by State, tribal, local governments and nongovernmental organizations (NGOs) a condition for Federal preparedness assistance through grants, contracts and other activities.

The NIMS Compliance Assistance Support Tool (NIMSCAST) is the web-based self-assessment instrument for Federal Departments and agencies as well as State, territorial, tribal, local governments to evaluate, report, and document their jurisdiction's progress and achievement of NIMS implementation activities.
Prior to allocation of any FY 2013 Federal preparedness awards, the Texas Homeland Security State Administrative Agency (THSSAA) must ensure compliance and/or alignment with the FY 2012 NIMS implementation plan. Accordingly, all sub-recipients must be 100% compliant with the FY 2012 NIMS Implementation Objectives and Metrics in NIMSCAST to be eligible to receive FY 2013 Homeland Security Grant funding or the THSSAA must document that the sub-recipient "has demonstrated sufficient progress in NIMS implementation."

2013 NOTE: The FEMA National Integration Center is currently working to integrate NIMSCAST into the Preparedness Capabilities Assessment System Tool (PrepCAST) portal. FEMA has indicated that "*the launch of NIMSCAST 5.0 will be delayed and that the National Integration Center cannot articulate a definitive timeframe for the next NIMSCAST launch.*" As a result, the THSSAA will rely on the eligibility certification from potential subrecipients until NIMSCAST 5.0 is available for THSSAA to complete validation checks of the 2012 NIMSCAST data.

II. EMERGENCY MANAGEMENT PLANS (INTERMEDIATE LEVEL)

Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period and must be at least at the Intermediate Level. Emergency Management Coordinators (EMCs) may now submit and check the level of their jurisdiction's emergency plans online through TDEM's ePlan application. Emergency Management Coordinators may register for the new ePlan application by contacting Amanda Rick at amanda.rick@dps.texas.gov or (512) 424-2450. The THSSAA will verify plans compliance with TDEM.

III. OMB CIRCULAR A-133 SINGLE AUDIT

Per 44 CFR 13.26, "*grantees and subgrantees are responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507); 31 U.S.C. 503, 1111; Executive Order 8248; Executive Order 11541; and revised OMB Circular A-133.*" Any sub-recipient expending $500,000 or more in Federal funds (all federal sources combined) or State funds (all state sources combined) during the prior fiscal year must obtain an OMB Circular A-133 Single Audit and provide a copy of the required reporting package to TXDPS and the Federal Clearinghouse (http://harvester.census.gov/sac/). Audits and reporting packages should be submitted to TXDPS via email at A133review@dps.texas.gov, or via U.S. Mail at Texas Department of Public Safety, P O Box 4087, Austin, Texas 78773-0001, and Attn: TDEM/A-133. Questions about A-133 audit submission requirements may be directed to Robert Newsom at 512/437-4742 or to the above email address.

IV. TEXAS REGIONAL RESPONSE NETWORK (TRRN)

The Texas Regional Response Network (TRRN) is a web-based application through the Texas Department of Public Safety (TXDPS), Texas Division of Emergency Management (TDEM). The function of the TRRN web application is to provide a central, web-based system to organize and coordinate resources in response to natural or man-made disasters.

- Any sub-recipient who has received Homeland Security Grant funding must be registered with TRRN.
- Any deployable equipment with a cost of $5,000 or more, purchased with Homeland Security Grant funds, must be entered into the TRRN.

Technical questions or comments concerning the TRRN website and its operations can be directed to Dan Walker 512/424-2549 dan.walker@dps.texas.gov or Jonathan King 512/424-7053 jonathan.king@dps.texas.gov.

V. DUN AND BRADSTREET DATA UNIVERSAL NUMBERING SYSTEM (DUNS), SYSTEM FOR AWARD MANAGEMENT (SAM), FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY ACT (FFATA)

Every Sub-recipient must have a DUNS number and active registration in SAM prior to submitting an application for Federal funding. Sub-recipients may verify if they have a DUNS number and/or may obtain a DUNS number via http://fedgov.dnb.com/webform/index.jsp or by calling (866) 705-5711. To ensure your SAM registration will be active at the time of award, please review and update your registration if needed (www.sam.gov). Sub-recipients are required to keep their SAM registration current, accurate, and complete though-out the grant performance period (2 CFR 25).

For those few Sub-recipients who received (1) 80% or more of their annual gross revenues from Federal awards, and (2) at least $25 million in annual gross revenues from Federal awards, and their executive compensation is not already available in the Securities and Exchange Commission or Internal Revenue Service public reporting systems, then the Sub-recipient must include names of their top five highest compensated executives and list their total compensation. See 2 CFR 170. Sub-recipients are required to provide all required SAM & FFATA Sub-award Reporting System (FSRS) information. For questions about the DUNS, SAM and/or FFATA reporting requirements, please contact your Chief Financial Officer.

VI. CRIMINAL HISTORY DISPOSITION REPORTING

Pursuant to Texas Code of Criminal Procedure article 60.14, the THSSAA, before allocating money to a County from any federal grant program for the enhancement of criminal justice programs, shall certify that the County has taken, or will take, necessary action to provide its criminal history records to the Texas Department of Criminal Justice and the Department of Public Safety. Prior to allocating any money to a County, the THSSAA will review the County's criminal history reporting performance for a 90% average disposition completeness rate for **adult** arrests and a 90% average disposition completeness rate for **juvenile** arrests under calendar years 2007-2011. If the County does not have a 90% average for each, the County will not be Eligible for 2013 Homeland Security Grant funds (some exceptions apply; e.g. OPSG and UASI). Information about reporting requirements and 5-year completeness percentages by County can be obtained by contacting Angie Kendall at angie.kendall@dps.texas.gov or 512/424-2471.

EXHIBIT "D"

STATEMENT OF WORK

STATEMENT OF WORK FOR PRACTICIPAITING LAW ENFORCEMENT AGENCIES

In an effort to reduce border related crimes and assist in securing the County of Hidalgo, Texas and the United States border with the Republic of Mexico, the Hidalgo County Sheriff's Office, Hidalgo County Constable Departments, and participating local law enforcement agencies will enforce local and state laws within each agency's jurisdiction and will not enforce federal immigration laws on behalf of Customs and Border Protection/Border Patrol.

EXHIBIT "E"

Grant Budget

OPERATION STONEGARDEN 2011
TEXAS DEPARTMENT OF PUBLIC SAFETY

	ORIGINAL BUDGET		2011 Supplemental	TOTAL
Overtime	-		94,448.00	94,448.00
Fringe Benefits	-		3,533.33	3,533.33
Vehicle Maintenance				
Equipment Maintenance	-		-	-
Equipment	-		-	-
Fuel Cost	-		-	-
Mileage	-		-	-
Other				
Travel	-			-
TOTALS	-		**97,981.33**	**97,981.33**
FRINGE BENEFITS BREAKDOWN:				
FICA	-		-	-
Retirement	-		-	-
Unemployment Comp.	-		-	-
Workers' Comp.	-		-	-
TOTAL FRINGE BENEFITS	-		-	-

EXHIBIT "F"

Cost Reimbursement Request Form and SAA Bulletins

HIDALGO COUNTY
Operation Stonegarden FY 13
Agency Cost Reimbursement Request
TAB A - Signature Page

Applicant name:	
Project Title:	2011 Operation Stonegarden
Type of Reimbursement	
Date Submitted	
Reimbursement Period Start date:	
Reimbursement Period End date:	
Grant Year	2011

Point of Contact:

Name	
Title	
Organization	
Email	
Telephone	
Fax	

Certification Authority:

Name	
Title	
Organization	
Email	
Telephone	
Fax	

Certification AuthoritySignature

By signing this document you are acknowledging that you are aware that you may be audited by HIDALGO COUNTY, TX DPS and or DHS/FEMA to verify that this request is valid. Failure to provide correct information could result in the disallowance and subsequent repayment of the entire amount requested.

HIDALGO COUNTY
Operation Stonegarden FY 13
(Name of Police Dept)
Agency Cost Reimbursement Request
TAB B - Detailed Report

I. Operational Overtime

	Job Title/Name	Salary Hourly Rate at 100%	Hours of overtime	Overtime Rate	Total Overtime Charged	Total Fringe Benefit	$ Requested
1	Deputy/ Joe Bob	$19.05	2	$28.58	$57.16	$0.00	$57.16
2		$0.00	0	$0.00	$0.00	$0.00	$0.00
3		$0.00	0	$0.00	$0.00	$0.00	$0.00
4		$0.00	0	$0.00	$0.00	$0.00	$0.00
5		$0.00	0	$0.00	$0.00	$0.00	$0.00
6		$0.00	0	$0.00	$0.00	$0.00	$0.00
7		$0.00	0	$0.00	$0.00	$0.00	$0.00
8		$0.00	0	$0.00	$0.00	$0.00	$0.00
9		$0.00	0	$0.00	$0.00	$0.00	$0.00
10		$0.00	0	$0.00	$0.00	$0.00	$0.00
	TOTAL SALARIES						**$57.16**

II. Travel and Per Diem

	Job Title/Name	Total Travel Cost and event		
1			$0.00	
2			$0.00	
3			$0.00	
4			$0.00	
5			$0.00	
6			$0.00	
7			$0.00	
8			$0.00	
9			$0.00	
10			$0.00	
	TOTAL TRAVEL			**$0.00**

III Vehicle/Equipment Rentals

1		$0.00	
2		$0.00	
3		$0.00	
4		$0.00	
5		$0.00	
6		$0.00	
7		$0.00	
8		$0.00	
9		$0.00	
10		$0.00	
	TOTAL VEHICLE/EQUIPMENT RENTALS		**$0.00**

IV Vehicle/Equipment Maintenance

1		$0.00	
2		$0.00	
3		$0.00	
4		$0.00	
5		$0.00	
6		$0.00	
7		$0.00	
8		$0.00	
9		$0.00	
10		$0.00	
	TOTAL VEHICLE/EQUIPMENT MAINTENANCE		**$0.00**

HIDALGO COUNTY
Operation Stonegarden FY 13
(Name of Police Dept)
Agency Cost Reimbursement Request
TAB B - Detailed Report

V Mileage

Vehicle number plus number of miles @ what rate

1			$0.00
2			$0.00
3			$0.00
4			$0.00
5			$0.00
6			$0.00
7			$0.00
8			$0.00
9			$0.00
10			$0.00
	TOTAL MILEAGE		**$0.00**

VI Fuel Cost

Vehicle Number, amount of fuel @ what rate

1			$0.00
2			$0.00
3			$0.00
4			$0.00
5			$0.00
6			$0.00
7			$0.00
8			$0.00
9			$0.00
10			$0.00
	TOTAL FUEL COST		**$0.00**

VII Equipment

Item Description

1			$0.00
2			$0.00
3			$0.00
4			$0.00
5			$0.00
6			$0.00
7			$0.00
8			$0.00
9			$0.00
10			$0.00
	TOTAL EQUIPMENT		**$0.00**

TOTAL Operational Overtime	**$57.16**
TOTAL Travel and Per Diem	**$0.00**
TOTAL Vehicle/Equipment Rentals	**$0.00**
TOTAL Vehicle/Equipment Maintenance	**$0.00**
TOTAL Mileage	**$0.00**
TOTAL Fuel Cost	**$0.00**
TOTAL Equipment	**$0.00**

REIMBURSEMENT REQUEST TOTAL ***$57.16***

YOUR CITY NAME HERE
2013 OPERATION STONEGARDEN
OPSG 2013 Reimbursement Form (Individual)

GRANT #: EMW-2011-SS-0019

EMPLOYEE'S NAME _____ TITLE _____ HOURLY RATE _____

EMPLOYEE'S I.D. NUMBER _____

DATE	DESCRIPTION OF ASSIGNMENT	HOURS WORKED

(A) TOTAL HOURS WORKED	
(B) OVERTIME RATE	
(A*B) TOTAL COMPENSATION	
FICA	
RETIREMENT	
WORKER'S COMP	
UNEMPLOYMENT	
TOTAL REIMBURSABLE COSTS	

This is true and correct and to the best of my knowledge

EMPLOYEE (Print Name) _____ EMPLOYEE SIGNATURE _____

SUPERVISOR _____ CHIEF ADMINISTRATOR _____

Cost Reimbursement
Request Instructions

1) The participating Police Department shall submit a Cost Reimbursement Request due on or before the 15th of each month for the previous month. Reimbursement Request received after the deadline will not be processed until the following month

I. **Operational Overtime** – Enter the title and name of the officer participating in the Operation Stonegarden project along with hourly rate, overtime rate and total amount of fringes attributed to the overtime amount. (Only FICA, Workman's Compensation, Retirement, and Unemployment Compensation will be reimbursable.)

(1) Submit copies of time sheets with all required signatures, copies of general ledger and/or payroll distributions reports & proof of payment (i.e. copies of checks) from the Police Department's or City's Financial Management System to support the amount of Operational Overtime being requested.

II. **Travel and Per Diem** – Enter the title and name of the officer along with a brief description of the purpose of the travel and the amount incurred.

(2) Summit copies of travel supporting documentation (i.e. purpose of travel, proof of attendance) with all appropriate and required signatures and proof of payment (i.e. copies of general ledger and copies of checks).

III. **Vehicle/Equipment Maintenance** – Enter a brief description of the type of expenditure incurred, invoice number and amount. (List each invoice separately.)

(3) Submit copies of all invoices and proof of payment (i.e. copies of general ledger and copies of checks).

IV. **Mileage** – Enter the vehicle identification number (as identified by local police department) along with the number of miles and rate of the total dollar amount per vehicle.

(4) Submit copies of mileage logs identifying mileage at beginning of trip and mileage at end of trip along with the total miles traveled supported by all appropriate and required signatures.

V. **Fuel Cost** – Enter the vehicle identification number (as identified by the local police department along with the number of gallons and rate per gallon and

the total amount per vehicle). Note: The same vehicle can be entered multiple times depending on the different rates used.

(5) Submit copies of documentation supporting the amount of fuel consumption and rate with all appropriate and required signatures and/or copies of actual fuel costs along with proof of payment (i.e. copies of general ledger and copies of checks, if applicable).

VI. **Equipment** – Enter a brief description of the equipment purchased along with the invoice number and amount. (List all invoices separately).

(6) Submit copies of all invoices and proof of payment (i.e. copies of general ledger and copies of checks). In addition, attach a printout indicating a debarment check was done prior to each purchase. (See www.sam.gov). Submit a photograph depicting equipment purchased, identification number/serial number, and proof of tagging. Tagging must be accomplished according to SAA Information Bulletin No. 12-004, which was issued on May 24, 2012, and is attached and incorporated herein for all purposes.

a. Total for all categories arriving to the total amount of the Cost Reimbursement Request.
b. Enter the Police Department's name.
c. Enter additional information pertaining to the Cost Reimbursement Request being submitted.
d. Point-of-Contact - Complete the Point-of-Contact and Certification Authority information

2) Reimbursement packages can be mailed or submitted in person to:

Hidalgo County Auditor's Office
2808 S. Business Highway 281
Edinburg, Texas 78539-6243

3) Electronic copies of supporting documentation will also be accepted; however, the Cost Reimbursement Request must be an original signed with blue ink.

4) If the Cost Reimbursement Request is not legible, contains incomplete information, or lacks required signatures and/or supporting documentation, it will be returned for correction before processing.

5) The Police Department/City must submit a corrected Cost Reimbursement Request and/or pending documentation no later than the following month's deadline.

6) For any budget category expenditure being submitted for reimbursement, a copy of the Police Department's/City's written policies on overtime, travel and per diem, mileage

and procurement procedures should be submitted with the first Cost Reimbursement request.

7) Hidalgo County reserves the right to request additional information and documentation on expenditures and procedures to verify whether a cost is allowable and to satisfy audit requirements.

8) The Police Department/City must have all purchases paid and submitted by January 30, 2015.

TEXAS DEPARTMENT OF PUBLIC SAFETY

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512/424-2000
www.dps.texas.gov

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JOHN STEEN

SAA Information Bulletin
No. 12-003
June 29, 2012
(REVISED) August 2, 2013

To: Texas Regional Councils
Texas Association of Regional Councils
All Texas State Homeland Security Grant Program Points of Contact
Urban Areas Security Initiatives (UASI) Points of Contact

From: Machelle Pharr
Deputy Assistant Director

Subject: Federal Debarment and the Excluded Parties List System

Effective Date: August 2, 2013

Purpose

In an effort to provide assurance to the Federal Government that the State of Texas and its sub-recipients comply with Federal Executive Order12549, 44 CFR § 13.35 ("Subawards to debarred and suspended parties"), and the Texas Uniform Grant Management System (UGMS), the Texas Department of Public Safety/Texas Homeland Security-State Administrative Agency requires all Homeland Security Grant Program subrecipients (to include all programs administered by the TXDPS/THS-SAA) check the debarment status of all vendors before contracting with or making any purchases with funds from any federal grant.

The Excluded Parties Listing Systems (EPLS) is an electronic database of parties excluded from federal procurement and non-procurement programs and is located at https://www.SAM.Gov. The EPLS identifies those parties excluded throughout the U.S. Government (unless otherwise noted) from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and nonfinancial assistance and benefits.

The TXDPS/THS-SAA requires Subrecipents to develop a written policy and procedure in order to ensure that the EPLS system is utilized. A sample policy and procedure has been provided below. These provided samples are intended as a guide but can be modified and adopted:

Policy

Prior to procuring or entering into contract(s) for any goods/services, the subrecipient must check the debarment status of the vendor using the EPLS system (https://www.SAM.Gov) and document that

verification has occurred. This policy applies to the procurement of all good(s) or service(s) regardless of unit price or quantity.

Furthermore, because vendors are being removed and new ones added on a daily basis, subrecipients will be required to verify the vendor before issuing a new purchase order, blanket purchase order, contract or single time purchase.

If verification has been performed prior to entering into multiple invoice or multiple billing period contracts, such as a yearly wireless phone subscription, then verification is not required prior to making each payment to the vendor. However, verification should be performed prior to extending, renegotiating a follow-on contract, or entering into a new contract.

Each Jurisdiction must have a written policy that includes the verification of vendors using the ELPS system prior to procuring or entering into contract(s) for any goods/services.

Each jurisdiction is required to include the EPLS verification with reimbursement or advance requests submitted after August 26, 2013 as part of the supporting documentation.

Example Policy:

The County/City Purchaser shall verify debarment status of all vendors prior to utilizing Homeland Security funds, using the EPLS system (https://www.SAM.Gov)

Procedures for Documentation

Each subrecipient must be able to provide evidence that the debarment status of vendors has been verified before funds have been committed for a purchase or contract to the vendor. For purposes of HSGP reimbursements and advances a screen print of the SAM.Gov page indicating the vendor is not debarred provides that evidence.

Example Procedures:

Before Homeland Security funds may be spent, the County/City purchaser will:

1. Go to the EPLS Website (https://www.SAM.Gov).
2. The County/City Purchaser or their agent will search the EPLS system for the vendor.
3. If the vendor is found to be debarred, the vendor may not be used for procurements utilizing Homeland Security Grant Funds.
4. If the vendor is found not be debarred, print the screen page and retain with the procurement documentation.
5. A copy of the screen print indicating the vendor is not debarred, at the time of the procurement, must be included with the supporting documentation submitted to the Texas Homeland Security State Administrative Agency requesting reimbursement or advance.

SAA Monitoring

During monitoring and reviews, subrecipients must be able to provide proof of a written policy requiring verification of debarment status. Records of vendors verified should be retained for audit purposes (maintain a copy of the screen print verification from the EPLS website) throughout the record retention period for the particular grant.

*Texas Uniform Grant Management System (UGMS) III. State Uniform Administrative Requirements For Grants and Cooperative Agreements Subpart C—Post-Award Requirements____.35 **Subawards to debarred and suspended parties.**

"Grantees and subgrantees must not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." **A current list of "Parties Excluded from Procurement and Nonprocurement Programs" may be obtained from the federal General Services Administration in electronic form via modem or on the internet at http://www.EPLS.GOV State agencies are prohibited by the state appropriations act from purchasing goods or services with appropriated funds "from companies which have been found, in a judicial or state agency administrative proceeding, to be guilty of unfair business practices." The restriction on such purchases remains in effect for one year from the date of the determination of guilt.**

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SAA Information Bulletin
12-004
May 24, 2012
Revised
April 8, 2014

To: Texas Regional Councils
Texas Association of Regional Councils
All Texas State Homeland Security Grant Program Points of Contact

From: Machelle Pharr
Deputy Assistant Director

Subject: Tagging and Inventory Requirements for Homeland Security Funded Equipment

Purpose: This information bulletin replaces GDEM-SAA Information Bulletin (IB) No. 2, dated August 10, 2006. This IB takes effect as of the revised date listed above. In an effort to clarify the 44 CFR 13.32 requirements that all Homeland Security Grant Program sub-recipients must follow with regards to the equipment tagging and inventory requirements, the following guidance is provided.

Definitions

Capital Asset - personal property costing $5,000.00 or greater per-unit and having an estimated useful life of greater than one year.

Controlled Asset - an asset that has a per-unit cost of less than $5,000.00, however due to its high-risk nature, must be tracked regardless of per unit cost. The following is a list of Controlled Assets.

Controlled Asset Description	Authority
• Stereo Systems	(UGMS, SPA)
• Cameras including Still, Digital, and Video	(UGMS, SPA, THSSAA)
• Facsimile Machines	(UGMS)
• TVs, VCRs, DVRs, and DVD Players	(UGMS, SPA)
• Cellular and Portable Telephones	(UGMS, THSSAA)
• Desktop CPU – Apple and non Apple	(SPA, THSSAA)
• Portable CPU – Apple and non Apple-including Tablet Devices	(SPA, THSSAA)
• Printer – Portable and non portable	(SPA,THSSAA)
• Data Projectors	(THSSAA)
• GPS Devices	(THSSAA)
• Communications Equipment	(THSSAA)
• Hand Held and Vehicle Mounted Radios	(THSSAA)

- Hand Held Imaging Units (THSSAA)
- Night Vision Optics, Spotting Scopes, and Binoculars (THSSAA)
- Trailers (THSSAA)
- Generators (THSSAA)
- CBRNE Detection Equipment (THSSAA)

UGMS = Uniform Grant Management Standards
SPA = State Property Accounting System
THSSAA = Texas Homeland Security State Administrative Agency

Equipment Inventory Management

A control system must be in place to ensure adequate safeguards to prevent loss, damage, or theft of the asset. Any loss, damage, or theft shall be investigated (44 CFR 13.32). All sub-recipients must comply with the following Equipment Management guidance:

Equipment Inventory Requirements

Asset records must be maintained and a physical inventory and reconciliation of Homeland Security grant funded assets must be accomplished at a minimum of once every two years as required by grant guidance. THSSAA requires sub recipients to track and record all required grant-funded Capital Assets and Controlled Assets in an inventory system. All assets acquired by the jurisdiction including capital and controlled (regardless of age) are to remain on the jurisdiction's inventory until final disposition has occurred.

Sub recipient inventory systems must contain the following information:

1. A description of the asset
2. A serial number or other identification number
3. The source of asset
4. Who holds title
5. The acquisition date
6. Cost of the asset
7. Percentage of federal participation in the cost of the asset
8. The location
9. Use
10. Condition of the asset
11. Any ultimate disposition data including the date of disposal and sale price of the asset
12. Control or inventory number

(Reference: A-133 Compliance Supplemental, 44 CFR 13.32, UGMS)

Tagging Requirements

1. All Homeland Security Grant-funded Capital assets over $5,000.00 in unit price and all controlled assets must be tagged.

2. Tagging is considered acceptable when it can be removed only through considerable effort or intentionally.

3. Asset tags must contain the following data:

    a.. Jurisdiction's name

b.. Tag sequence number

Example: "Bear County –No. 00025"

Remember: When practical, the equipment should be marked "Purchased with Funds Provided by the U.S. Department of Homeland Security".

4. The asset tag sequence number must be reflected as a column in the Jurisdiction's master inventory listing and must correspond with the asset data.

5. The sub-recipient must consider the placement of the asset identification tag for ease of access during inventory and inspections. If an asset is constructed of material that does not allow for a tag to be applied (e.g. rubberized, fabric), the Sub-recipient should use other means of tagging such as a permanent maker or engraving. If an asset's size does not allow for a tag to be applied (e.g. night vision optics), the Sub-recipient should place the tag on the storage container for that asset. Hand held radios can often be tagged under the battery. It is not necessary to deface an asset when applying a tag.

6. In the event that an asset is found to have its tag defaced or damaged to the point where number recognition is impossible, the jurisdiction should replace the identification tag assigned and affix a new one to the equipment. Lastly, update the master inventory list to reflect the new asset tag. A cross reference on the old record should also be made to provide an audit trail.

7. For disposition, please refer to 44 CFR 13.32 (e)

Annual Inventory Control Requirement

All sub recipients that have Homeland Security assets that have not been disposed of and carried on their inventory system, are required to complete an annual inventory control certification form. The form provides for certification that the jurisdiction has completed a full physical inventory and reconciliation of Homeland Security assets within the past two years. The form must be submitted and received at the THSSAA by **June 30th** each year. You must initial all four components and complete the fifth component to be fully compliant.

Jurisdictions who fail to submit the form by the due date are deemed non-compliant and subject to suspension as outlined in 44 CFR § 13.43(a) (1)-(4) and will result in holding of reimbursements until the certification form is received.

The inventory certification form is located at:
http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm

Forms can be submitted either by fax to: 512-206-3137 or e-mail to: saamonitoring@dps.texas.gov.

TEXAS DEPARTMENT OF PUBLIC SAFETY
TEXAS HOMELAND SECURITY STATE ADMINISTRATIVE AGENCY (THSSAA)

ANNUAL INVENTORY CONTROL REQUIREMENT

Name of Jurisdiction:	Date:

INSTRUCTIONS: Please initial on the left to certify each of the following statements. All four sections must be certified to be fully compliant. Please return completed document by June 30 to THSSAA monitoring at:
Fax-512-206-3137 or email SAAmonitoring@dps.texas.gov

I. Controlled and Capital Assets Acknowledgement

Initial here to certify:	My jurisdiction has listed all required homeland security grant funded assets on our local inventory in accordance with THSSAA information Bulletin No. 12-004. http://www.txdps.state.tx.us/director_staff/saa/documents/saa12-004.pdf

II. Tagging of Grant Funded Assets

Initial here to certify:	My jurisdiction has tagged all Homeland Security grant funded assets in accordance with THSSAA Information Bulletin No. 12-004 including the name of the jurisdiction and a unique identifying number.

III. Equipment Inventory Requirements

Initial here to certify:	My jurisdiction maintains a physical inventory of Homeland Security grant funded assets and captures the following information for all equipment in accordance with THSSAA Information Bulletin 12-004. A. Description of the asset B. Serial number or other identification number C. Source of the asset D. Who holds the title E. Acquisition date F. Cost of the asset G. Percentage of federal participation in the cost of the asset H. Location I. Use J. Condition of the Asset K. Any ultimate disposition data including the date of disposal and sale price L. Control or Inventory Number (*Reference: A-133 Compliance supplemental, 44 CFR 13.32, UGMS*)

IV. PHYSICAL INVENTORY RECONCILIATION

Initial here to certify:	My jurisdiction has completed a full physical inventory and reconciliation of assets within the last 24 months in accordance with regulations. Our last physical inventory was conducted:

V. AUTHORIZED SIGNATURE(S)

Print Name of Jurisdiction/Organization	
Printed Name of Chief Elected Official, Chief Executive Officer, Or Chief Financial Officer	
Title (Judge, Mayor, ED, City Manager, CFO)	
Signature	
Date	

This form is located at: http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm

IB 12-004 Form (Rev 4/2014)

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SAA Information Bulletin
No. 11-005
June 2, 2011
REVISED August 2, 2013

To: All Councils of Government
All Texas State Homeland Security Grant Program Points of Contact
All Urban Area Security Initiative (UASI) Points of Contact

From: Machelle Pharr
Deputy Assistant Director

Subject: Supporting Documentation for Grant Expenditure Reimbursement Request

Effective Date: August 2, 2013

This information bulletin provides guidance as to what is considered acceptable documentation in support of expenditures for which reimbursement is requested. This revision supersedes revised SAA Information Bulletin 11-005 issued July 31, 2012. This Information Bulletin encompasses necessary supporting documentation to be submitted by sub-recipients of Homeland Security grant funds seeking reimbursement from the Texas Homeland Security State Administrative Agency (THSSAA) for grant-related expenditures.

All expenditure requests must have THSSAA approval prior to purchase. Requests for reimbursement should be submitted to the THSSAA at the earliest possible opportunity. This will allow for the THSSAA to draw down funds in a timely manner. All minimum supporting documentation requirements must be met when submitting expenses to the THSSAA for reimbursement. Omitting the proper supporting documentation will result in delay and possible denial of the reimbursement request. See the attached matrix for a list of documentation requirements.

Three Way Match: Generally Accepted Accounting Principles require that expenditures be properly supported. When assembling documents for payment of goods and services, the three way match rule should be followed. The three-way match requires an invoice, a purchase order and either a packing slip or a receiving report.

Three Way Match refers to the comparison of the quantities, price per unit, terms, etc. appearing on the vendor's invoice to the information on the purchase order, and to the quantities actually received.

> Chapter II, ATTACHMENT A, Section C paragraph 1.j.of the Uniform Grant Management Standards (UGMS) states: "Be adequately documented. Documentation required may include, but is not limited to, travel records, time sheets, invoices, contracts, mileage records, billing records, telephone bills and other documentation that verifies the expenditure amount and appropriateness to the grant."

To eliminate errors, the purchase order and packing slip (if provided by shipper) should be stamped as received, with the initials of the individual verifying the quantities received. If a receiving report is used, it should reference the Purchase Order number. The invoice should be matched to the packing slip and purchase order to ensure the quantities ordered were received and invoiced at the agreed upon price. The invoice should be notated to indicate it was paid, the date paid, and with a reference to a check number, Automated Clearing House (ACH) routing number, or other means of payment used.

Purchase Orders: The THSSAA recognizes there may be limitations in the procurement processes followed by some entities. If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official or individual who signed the grant award documents stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity.

Once this certification is received at the THSSAA, the entity must have a person sign and date invoices and indicate the item(s) were received. This is in place of matching the item(s) from the packing slip to a purchase order and invoice. When the reimbursement request is submitted to the THSSAA, a comment should be made in the Notes section of SPARs that this entity does not issue purchase orders and certification is on file with the THSSAA.

If the entity later begins issuing purchase orders or purchase agreements, they should notify the THSSAA and provide a copy of the local policies and procedures.

When contracts are being used in lieu of a Purchase Order, ensure the procurement process is accomplished in accordance with the Uniform Grant Management Standards Part III Subpart C.___.36; 44 CFR Ch 1 § 13.33 and § 13.36; and, any jurisdictional procurement policies.

Sub-grantees are also referred to THSSAA Information Bulletin No. 11 dated March 3, 2009 regarding Sole Source procurement requirements.

The three way match will work for purchases of most goods and services. However, contracts that include deliverables should be supported by certification the deliverable received complied with the contract specifications.

To ensure compliance with the Executive Order 12549 "Debarment and Suspension", any request for reimbursement or hardship advance must be supported by proof the vendor or contractor is not listed on the Excluded Parties List System (EPLS) prior to making the purchase or entering into a contract. To confirm the vendor is not on the list, the sub-recipient must print a copy of the search

results from the EPLS (https://www.SAM.gov/) and retain the results. The verification must be provided to the THSSAA as part of the supporting documentation when requesting reimbursement or an advance effective with any request submitted after August 23, 2013. This requirement is applicable to all procurements or contracts for goods or services related to Homeland Security Grants. See also SAA Information Bulletin 12-003.

Grant Matching Requirements. For grants that require proof of match, supporting documentation should contain sufficient detail to ensure Grant Coordinators can be assured the expenditure meets the match requirements. Grant guidance should be followed in determining allowability. If any questions arise, they should be directed to your Grant Coordinator.

Travel: Travel should be in accordance with the local travel policies of the employee's jurisdiction. If the jurisdiction does not have a written policy, then the Federal guidelines presented on the GSA website must be followed.[1]

In addition to the above, Travel expenditures require other special considerations and documentation.
Travel expenses must be supported by sufficient information to determine:

1. the travel was approved before commencement;
2. expenses incurred are allowable;
3. expenses above the generally allowed amounts were approved prior to commencing travel; and,
4. how the travel supports the grant.

For out-of-state travel, specific written approval is required from the Chief Elected Official/Chief Executive Officer or their properly designated representative. The information required of in-state travel is also required for out-of-state travel.

International travel requires specific written approval from the THSSAA and the Department of Homeland Security Program Directorate. Travel requests for international travel should be submitted in letter format with sufficient justification to ensure the necessity is clearly understood.

In all cases, any request for travel must be approved prior to commencement of the travel. Failure to obtain this approval may result in denial of the reimbursement.

Payroll Reimbursement: Reimbursement of payroll cost for backfill or overtime must be supported by timesheets and proof of payment to the employee. Copies of the payroll journal certified by the Payroll Officer or Chief Financial Officer may be submitted as proof of payment for payroll cost.

The attached table provides minimum supporting documentation requirements acceptable for submission to THSSAA for reimbursement.

In addition, jurisdictions receiving Operation Stonegarden funds are referred to SAA Information Bulletin 12-005 for additional information and guidance.

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[1] Go to the following link for general rules for Per Diem expenses:
http://www.gsa.gov/portal/ext/public/site/FTR/file/Chapter301p011.html/category/21868/#wp1089939

If you have any questions regarding this guidance, please contact the THSSAA Grant Technician for your region.

Category	Acceptable Supporting Documentation and Other Key Documentation Reminders
General	• Submissions for reimbursement should be limited to ten (10) line items or less per reimbursement request submission. • Do not mix projects on a submission. • Do not combine and resubmit denied submissions. • Do not submit multiple reimbursement requests for the same invoice, unless they are for -different projects. • Omitting the proper supporting documentation will result in denial of the reimbursement request. • **If the Sub-grantee enters into an agreement with others using Federal Grant Funds, the Sub-grantee must ensure the other parties understand they are bound by the same documentation rules as the Sub-grantee.** • For all goods and services a receiving report or signature of the individual receiving the goods or services and date received must be reflected on the Purchase Order or invoice. For Procurement Card purchases Purchase Orders are not required to be submitted if Purchase Orders are not required by local rule for that type of purchase. • If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official or individual who signed the grant award documents stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity. Not using purchase orders or purchase agreements does not relieve the entity from ensuring vendors used are not on the Excluded Parties List (EPLS). • **Evidence of verification the vendor used was not on the debarred list must be obtained by printing the Excluded Parties List (EPLS) search results from https://www.SAM.gov prior to making the purchase or issuing a contract. The results must be submitted as part of the supporting documentation when requesting reimbursement or an advance for goods or services. This requirement applies to all reimbursement or advance request submitted to the Texas Homeland Security State Administrative Agency (THSSAA).** • Please submit your signed submission cover sheet and the supporting documentation by either scanning all documents into SPARS or by emailing the coversheet and supporting documentation to SAA_RR@txdps.state.tx.us or fax to 512. 206-3137. (Please note there is an underscore between SAA and RR.) If you only submit the Signed Submission Coversheet by email or fax, indicate on the coversheet that the supporting documentation was uploaded in SPARS • If you do not have scanning capabilities, you may fax your Signed Submission Cover sheet with the supporting documentation to (512) 206-3137 to the attention of your Grant Technician. • * Options other than the cancelled check: You may submit a copy of the non-negotiable bank instrument in lieu of a cancelled check, but it must be accompanied by the detailed general ledger or equivalent report showing payment to the vendor.
Salary	• Copy of the payroll journal for the period reimbursement is being requested, listing the individual's name, and rate of pay. The page should also be certified by the Payroll Officer. (Redact SSN) • For overtime, copies of timesheets and work schedules must be provided. • For new hires, a copy of the job description must be submitted with the first request for reimbursement that includes the new hire.
Travel	• As prescribed by UGMS and 44, CFR local travel rules apply if established. If not, the Federal guidelines shown on the GSA website apply. • Written travel authorization documenting approval by the local entity prior to commencement of the travel • Travel voucher with all supporting documents required by local travel rules (i.e., airline ticket, gasoline receipts, meal receipts, transportation receipts, lodging receipts, tips, and the written approval.) • Accounting ledger/budget report listing indicating payment. • Effective for travel commenced after July 20, 2012, lodging cost in excess of Federal Per-diem rates will not be reimbursed unless the local authority has approved the higher rate prior to commencement of travel. • All out-of-state travel must be pre-approved by the local elected official, or the elected officials' designee, prior to commencement. Foreign travel must be approved by SAA and DHS prior to commencement.
Supplies	• Three way match (invoice, purchase order, receiving report). The invoice should be stamped paid and reference to, either a check number, ach routing number, or the means of payment used, and date. • Copy of the cancelled check.* • If the three way match information is not available the following should be provided: - Accounting ledger/budget report/cancelled check - Invoice marked paid and signed by the receiving individual and that all items were received. - A copy of the credit card statement reflecting the purchase and the cancelled check paying the balance. * • If an order is made via the internet and payment is made by credit card, provide a copy of the internet receipt and the confirmation email.
Equipment	Must be preapproved by SAA prior to purchase.

	• The purchase order or contract used for procurement of equipment must provide a full description of the equipment item(s) • Any Interoperable equipment such as radio/repeaters/based stations/consolettes/towers must include the approval of the State Wide Interoperable Communications Officer (SWIC) • Ensure compliance with the Federal Environmental Planning and Historical Preservation (EHP) program before procurement. • The EPH forms can be downloaded from the FEMA website at: http://www.fema.gov.government/grant/bulletins/index/shtm
Contract Services	• The first reimbursement request must contain a copy of the signed contract and the verification of debarment. ♦ If subsequent contract amendments change the scope and/or the amount, the revised signed contract must be submitted for the first reimbursement request subsequent to the amended contract. • Copy of the cancelled check and the vendor invoice reflecting the contract number.* • If deliverables are required by the contract, the reimbursement request must identify the deliverable and the vendor invoice must specifically reflect the deliverable being invoiced. • Accounting ledger/budget report listing/cancelled check • All payments for contractual services must reflect a date within the grant performance period. If the invoice reflects services outside the performance period, reimbursement will be denied.
Conferences/ Workshops/ Training	• Copy of the registration form and training certificate Name of the conference or workkshop • Inclusive dates of the training/conference workshop • Location of the event • Name(s) of the attendee(s) • For payments made by credit card, a credit card statement reflecting the charge and a copy of the cancelled check or EFT reflecting the payment of the credit card statement.* • Backfill charges must have: -the name of the individual used as a backfill -a breakdown of the amount and how it was derived -documentation supporting this information • If training reservation is made via the internet and payment is made by credit card, provide a copy of the internet receipt and the confirmation email. The purchase order should also be provided.
Exercises	• Name, type of exercise and location • Certificate from exercise, if offered. If a certificate is not offered, a copy of the order to participate in the exercise • Accounting ledger/budget report with attendee's name

Operating Expenses	• Postage, printing, communications, rental software, etc. Use the Cost Reimbursement Form (CRF) and supporting documentation identifying each charge for which reimbursement is being requested. For salaries, copies of the timesheets and proof of payment must be submitted. All other costs must be supported with the same documentation identified in the supplies and equipment areas above. Direct charges for phones, office supplies, equipment, etc., that are easily identified and relating to the operation of the COG must be supported by invoices, proof of receipt, and proof of payment. Indirect cost, where the costs are allocated based on approved indirect cost plan should be supported by a copy of the General Ledger.
	• If requesting reimbursement for indirect cost, provide a copy of the approved Indirect Cost Plan. Only one copy of the plan is needed unless the basis of the costs changes. Afterwards, provide a copy of each year's approval letter with the rates.
For jurisdictions receiving Operation Stonegarden Funds, please refer also to THSSAA Information Bulletin 12-005	

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SAA Information Bulletin
No. 12-005
July 31, 2012

To: All Sub-recipients of Operation Stonegarden Grant Program Funds
From: Machelle Pharr, Deputy Assistant Director

Subject: Operation Stonegarden Grant Program

This information bulletin provides additional guidance in support of expenditures for which reimbursement is being requested under the Operation Stonegarden Grant Program. The content of this bulletin is effective July 31, 2012. This Information Bulletin supersedes TDEM-SAA Information Bulletin #15 issued January 11, 2010.

The Texas Homeland Security State Administrative Agency (THSSAA) is responsible for ensuring all expenditures, for which reimbursement is being requested, are reasonable, allowable and allocable. The THSSAA is guided by Office of Management and Budget (OMB) Circular A-87 in making this determination.

Chapter II, ATTACHMENT A, Section C paragraph 1.j of the Texas Uniform Grant Management Standards (UGMS) requires expenditures to be adequately documented. The reference states: "Documentation required may include, but is not limited to, travel records, time sheets, invoices, contracts, mileage records, billing records, telephone bills and other documentation that verifies the expenditure amount and appropriateness to the grant."

Operation Stonegarden Grant recipients are prohibited from obligating or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific or modified county level or equivalent Operational Order/Frag Operations Order with embedded estimated operational budget has been reviewed and approved by the appropriate U.S. Customs and Border Patrol (USCBP) Sector Representative, U.S. Customs and Border Patrol (CBP) Sector Headquarters (HQ), and the Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), Grant Development and Administration Division (GD&A) Program Analyst.

In addition, Operation Stonegarden Grant Recipients must have submitted the expenditure request into SPARs and obtained THSSAA approval prior to purchase or incurring an expense.

Sub-grantees are reminded that Operation Orders do not carry forward to a new grant. Each Operations Order is specific to the award and award year of the grant.

The U. S. Department of Homeland Security states that Operation Stonegarden funds may be used:

- to activate reserve State, local and Tribal law enforcement personnel
- to pay current part time law enforcement personnel salary bringing them to full time status
- for travel, per-diem and lodging to support up to a six (6) month deployment of law enforcement personnel to critical Southwest Border locations to support operational activities
- for fuel and/or fuel mileage reimbursement cap for operational activities
- for backfill costs for personnel supporting operational activities are allowable
- to support a request to the Governor to activate, deploy or redeploy specialized National GuardUnits/Packages and/or elements of State law enforcement to increase or augment Specialized/technical law enforcement elements operational activities
- to increase operational, material and technological readiness of State, local and Tribal law enforcement agencies.

However, prior to expending any OPSG funds, these categories must be included on an operations order that has been reviewed and approved by the appropriate USCBP Sector Representative, CBP Sector Headquarters (HQ), and the FEMA/GPD&A Program Analyst.

Sub-recipients are reminded that under FEMA grant guidance, no more than 50% of the amount of the award may be used for personnel costs (which includes, but is not limited to: overtime, backfill, and increasing capability by utilizing part-time and/or reserve law enforcement to support OPSG operational activities). This requirement may be waived at the discretion of the FEMA Administrator on a case by case basis, after receipt of a written request. The format for a waiver request can be found in Grant Programs Directorate Information Bulletin No. 321, dated July 09, 2009.

Payroll cost related to Operation Stonegarden funding is limited to operational overtime costs associated with law enforcement activities in support of border law enforcement agencies for increased border security enhancement; cost of bringing part-time employees up to full time; or, cost associated with backfill for personnel supporting operational activities. Overtime hours are determined based on the local jurisdictions written overtime policy. That policy must be applied consistently across all funding sources whether they are Federal, State or local. If the jurisdiction indicates they are using the Fair Labor Standards Act (FLSA) or Department of Labor rules for their overtime policy, those rules will be applied to the overtime hours reported in the reimbursement request. For overtime calculated under the FLSA, paid leave is not allowable in the calculation of overtime, including comp time. For sub-recipients that have an Interlocal Cooperative Agreement, a Memorandum of Understanding or any other form of contract with other jurisdictions, the overtime policies of the sub-recipient receiving the award from the THSSAA is the controlling factor in determining calculation of overtime. The jurisdictions entering into the interposal agreement will be reimbursed based on the awarded sub-recipients overtime policy.

Request for reimbursement of payroll cost must be supported by timesheets, and proof of payment to the employee. **Request for reimbursement of overtime, backfill or cost of bringing part-time employees up to full time, shall only be for positions specifically identified in the operations order.** Copies of the payroll journal certified by the Payroll Officer or Chief Financial Officer must be included for each payroll reimbursement request submitted. Payroll reimbursements should be submitted monthly based on the ending date of the payroll period. For consistency, we have provided a form for use in submitting payroll reimbursement requests. Use of this form and

submission of the proper supporting documentation will facilitate timely reimbursement. Submission of multiple months on the same request will result in the denial of the request. The request will be returned and a separate reimbursement request must be submitted for each month included on the original request.

Unless otherwise authorized by FEMA/DHS, jurisdictions may not claim both mileage and fuel/vehicle maintenance at the same time. Mileage reimbursement is designed to include the costs for vehicle maintenance. If fuel is claimed, then vehicle maintenance may also be claimed. However, you cannot claim fuel and maintenance in addition to mileage. Note that on any operations order, (1) mileage must be listed as a budget item by itself, but not fuel and vehicle maintenance OR (2) fuel and vehicle maintenance can be listed as budget items, but not mileage. The AEL codes for these categories, when submitting expenditure requests are as follows:

(21OS-01-MILE) Mileage reimbursement for select operational expenses
(21OS-01-FLSG) Fuel reimbursement for select operational expenses
(21OS-01-MRSG) Reimbursement for select operational expenses associated with maintenance of Stonegarden operational vehicles

Mileage reimbursements should be submitted monthly on the appropriate form. For consistency, we have attached a form to be used for mileage claims.

Local governments receiving a grant from the THSSAA are responsible for ensuring all subcontractors are aware of and follow all grant requirements.

For reimbursement of equipment, the equipment must be included in the budget narrative submitted to Customs and Border Patrol and Department of Homeland Security included on the approved Operations Order.

The THSSAA recognizes there may be limitations in the procurement processes used by some entities. If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official, or individual who signed the grant award documents, stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity.

Documentation submitted in support of the reimbursement request must be in accordance with THSSAA Information Bulletin 11-005 (Revised July 2012).

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SAA Information Bulletin
No. 12-007
July 31, 2012

To: All Sub-recipients of Operation Stonegarden Grant Program Funds
From: Machelle Pharr, Deputy Assistant Director

Subject: Operation Stonegarden Grant Program

This information bulletin provides additional guidance in support of expenditures for which reimbursement is being requested under the Operation Stonegarden Grant Program. The content of this bulletin is effective July 31, 2012. This Information Bulletin supersedes TDEM-SAA Information Bulletin #15 issued January 11, 2010.

The Texas Homeland Security State Administrative Agency (THSSAA) is responsible for ensuring all expenditures, for which reimbursement is being requested, are reasonable, allowable and allocable. The THSSAA is guided by Office of Management and Budget (OMB) Circular A-87 in making this determination.

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Operation Stonegarden Grant recipients are prohibited from obligating or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific or modified county level or equivalent Operational Order/Frag Operations Order with embedded estimated operational budget has been reviewed and approved by the appropriate U.S. Customs and Border Patrol (USCBP) Sector Representative, U.S. Customs and Border Patrol (CBP) Sector Headquarters (HQ), and the Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), Grant Development and Administration Division (GD&A) Program Analyst.

In addition, Operation Stonegarden Grant Recipients must have submitted the expenditure request into SPARs and obtained THSSAA approval prior to purchase or incurring an expense.

Sub-grantees are reminded that Operation Orders do not carry forward to a new grant. Each Operations Order is specific to the award and award year of the grant.

The U. S. Department of Homeland Security states that Operation Stonegarden funds may be used:

- to activate reserve State, local and Tribal law enforcement personnel
- to pay current part time law enforcement personnel salary bringing them to full time status
- for travel, per-diem and lodging to support up to a six (6) month deployment of law enforcement personnel to critical Southwest Border locations to support operational activities
- for fuel and/or fuel mileage reimbursement cap for operational activities
- for backfill costs for personnel supporting operational activities are allowable
- to support a request to the Governor to activate, deploy or redeploy specialized National GuardUnits/Packages and/or elements of State law enforcement to increase or augment Specialized/technical law enforcement elements operational activities
- to increase operational, material and technological readiness of State, local and Tribal law enforcement agencies.

However, prior to expending any OPSG funds, these categories must be included on an operations order that has been reviewed and approved by the appropriate USCBP Sector Representative, CBP Sector Headquarters (HQ), and the FEMA/GPD&A Program Analyst.

Sub-recipients are reminded that under FEMA grant guidance, no more than 50% of the amount of the award may be used for personnel costs (which includes, but is not limited to: overtime, backfill, and increasing capability by utilizing part-time and/or reserve law enforcement to support OPSG operational activities). This requirement may be waived at the discretion of the FEMA Administrator on a case by case basis, after receipt of a written request. The format for a waiver request can be found in Grant Programs Directorate Information Bulletin No. 321, dated July 09, 2009.

Payroll cost related to Operation Stonegarden funding is limited to operational overtime costs associated with law enforcement activities in support of border law enforcement agencies for increased border security enhancement; cost of bringing part-time employees up to full time; or, cost associated with backfill for personnel supporting operational activities. Overtime hours are determined based on the local jurisdictions written overtime policy. That policy must be applied consistently across all funding sources whether they are Federal, State or local. If the jurisdiction indicates they are using the Fair Labor Standards Act (FLSA) or Department of Labor rules for their overtime policy, those rules will be applied to the overtime hours reported in the reimbursement request. For overtime calculated under the FLSA, paid leave is not allowable in the calculation of overtime, including comp time. For sub-recipients that have an Interlocal Cooperative Agreement, a Memorandum of Understanding or any other form of contract with other jurisdictions, the overtime policies of the sub-recipient receiving the award from the THSSAA is the controlling factor in determining calculation of overtime. The jurisdictions entering into the interposal agreement will be reimbursed based on the awarded sub-recipients overtime policy.

Request for reimbursement of payroll cost must be supported by timesheets, and proof of payment to the employee. **Request for reimbursement of overtime, backfill or cost of bringing part-time employees up to full time, shall only be for positions specifically identified in the operations order.** Copies of the payroll journal certified by the Payroll Officer or Chief Financial Officer must be included for each payroll reimbursement request submitted. Payroll reimbursements should be submitted monthly based on the ending date of the payroll period. For consistency, we have provided a form for use in submitting payroll reimbursement requests. Use of this form and

submission of the proper supporting documentation will facilitate timely reimbursement. Submission of multiple months on the same request will result in the denial of the request. The request will be returned and a separate reimbursement request must be submitted for each month included on the original request.

Unless otherwise authorized by FEMA/DHS, jurisdictions may not claim both mileage and fuel/vehicle maintenance at the same time. Mileage reimbursement is designed to include the costs for vehicle maintenance. If fuel is claimed, then vehicle maintenance may also be claimed. However, you cannot claim fuel and maintenance in addition to mileage. Note that on any operations order, (1) mileage must be listed as a budget item by itself, but not fuel and vehicle maintenance OR (2) fuel and vehicle maintenance can be listed as budget items, but not mileage. The AEL codes for these categories, when submitting expenditure requests are as follows:

(21OS-01-MILE) Mileage reimbursement for select operational expenses
(21OS-01-FLSG) Fuel reimbursement for select operational expenses
(21OS-01-MRSG) Reimbursement for select operational expenses associated with maintenance of Stonegarden operational vehicles

Mileage reimbursements should be submitted monthly on the appropriate form. For consistency, we have attached a form to be used for mileage claims.

Local governments receiving a grant from the THSSAA are responsible for ensuring all subcontractors are aware of and follow all grant requirements.

For reimbursement of equipment, the equipment must be included in the budget narrative submitted to Customs and Border Patrol and Department of Homeland Security included on the approved Operations Order.

The THSSAA recognizes there may be limitations in the procurement processes used by some entities. If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official, or individual who signed the grant award documents, stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity.

Documentation submitted in support of the reimbursement request must be in accordance with THSSAA Information Bulletin 11-005 (Revised July 2012).

EXHIBIT "G"

Weekly Report

HIDALGO COUNTY

Your Agency Name

OPERATION STONEGARDEN WEEKLY ACTIVITY REPORT

Date	Number of Officers worked	Hours worked (Shift)*	Location Worked	Outcome
7/6/2013	3	1800-0400	WEST- MISSION AREA	6 VEHICLE STOP, 2 CITATIONS, 4 WARNINGS
		SAMPLE		
Total	3			

EXHIBIT "H"

Activity Log

PLEASE TYPE IN YOUR CITY NAME
2011 OPERATION STONEGARDEN
GRANT #: EMW-2011-SS-0019

DAILY ACTIVITY REPORT

Date: _____ **Overtime Rate:** _____

Begining tour of duty: _____ **Ending tour of duty:** _____

Starting Mileage: _____ **Ending Mileage:** _____ **Total:** _____

Shift: _____ **Unit #** _____

Calls for Service: _____

Vehicle Stops: _____

Citations Issued: _____

Misdemeanor Arrests: _____

Felony Arrests: _____

Stolen Vehicles: _____

Pursuits: _____

IA turned over to BP: _____

Narcotics Seizures: _____

Non-Drug Seizures: _____

IA Intel Reports: _____

Consent to Search : _____

Cases Investigated: _____

Case Data Entry: _____

Administrative Duties: _____

Officer (Print) _____ **Title:** _____ **I.D. #** _____

Officer (Sign) _____ **Title:** _____ **I.D. #** _____

Supervisor: _____ **Title:** _____ **I.D. #** _____

PLEASE TYPE IN YOUR CITY NAME

OPSG 2013 Grant#: EMW-2011-SS-0019

(Patrol Deputy, Sgt., Lt., Investigator)

PLEASE PRINT LEGIBLY

UNIT #	10-41	START MILEAGE	10-42	END MILEAGE	TOTAL MILEAGE

1.)

SECTOR	:00 PM - :00 AM, Deputy engaged in enhanced patrol activities in a designated area
	which is a rural high crime area in support of the goals identified in Operation Stonegarden

2.)

TIME AM/PM	SECTOR	

3.)

TIME AM/PM	SECTOR	

4.)

TIME AM/PM	SECTOR	

5.)

TIME AM/PM	SECTOR	

6.)

TIME AM/PM	SECTOR	

Police Officer: (Print) _____ **I.D.#:** _____ **Date:** _____

Police Officer: (Signature) _____ **I.D.#:** _____ **Date:** _____

Supervisor: _____ **I.D.#:** _____ **Date:** _____

EXHIBIT "I"

Property Acquisition Form

EXHIBIT "I"

CITY NAME
2013 STONEGARDEN GRANT - PROPERTY ACQUISITION FORM
GRANT #EMW-2011-SS-0019

Description	Tag ID#	Serial or ID#	Source of Property	Title Owner	Acquisition Date	Cost	% of Federal/ State Participation in Cost of Property	Location	Use & Condition of Property	Disposal Date	Price Sold

To be submitted monthly with attached photos of all equipment showing ID tags.

DATE: June 13, 2014
DEPARTMENT HEAD: Sheriff Guadalupe J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--TXDPS
ACCOUNT NUMBER: 4-1284-480-00-280-090-4-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
4-1284-480-00-280-090-4-131	Stonegarden TXDPS--Overtime	94,448.00
4-1284-480-00-280-090-4-220	Stonegarden TXDPS--FICA	3,533.33
	TOTAL APPROPRIATIONS	97,981.33
4-1284-331-12-280-090-4-000	Operation Stonegarden 2011 Supplemental--TXDPS	97,981.33
	TOTAL REVENUES	97,981.33

REASON: **To appropriate budget for the Operation Stonegarden 2011 Supplemental Sub-Repicient Grant Award to the TXDPS from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2011-SS-00019; SAA Award 11-GA-48215-04

Grant Period: September 1, 2011 to August 15, 2014

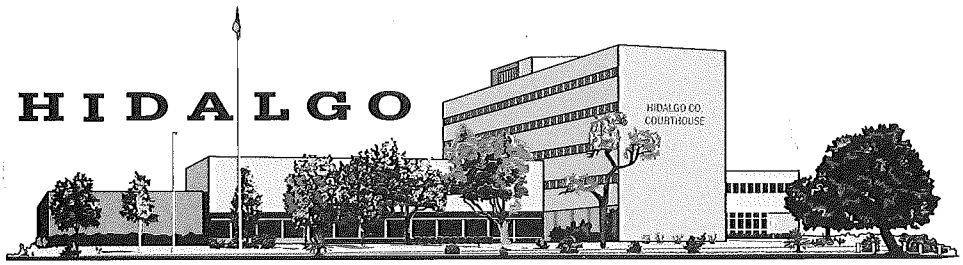
Emilia Uriega
DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

July 22, 2014

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., 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 § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners' court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) passed through the Texas Department of Public Safety. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$ 97,981.33	Award No. EMW-2011-SS-00019 Operation Stone Garden Program (OPSG)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

7/18/14
Date

AI-45563 **Sheriff's Office 11. B.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff Office 2012 Operation Stonegarden Grant (1284):
1. Discussion, authorization and approval to execute the Operation Stonegarden Grant Sub-Recepient Interlocal Agreement from the Governor's Division of Emergency Management (Texas Department of Public Safety) between the County of Hidalgo and the Texas Department of Public Safety (TXDPS).
2. Approval of Certification of Revenues by the County Auditor for the FY2012 Operation Stonegarden Grant.
3. Approval to appropriate the following budget for additional awarded amount pursuant to one of three additional sub-recipient interlocal agreements with the County of Hidalgo for the Operation Stonegarden Grant from the Governor's Division of Emergency Management (Texas Department of Public Safety):

	Subrecepient	Amount
1	Texas Dept. of Public Safety (TXDPS)	530,880.20
TOTAL		530,880.20

BACKGROUND

SAA Award Number: 12-SR-48215-01
Federal Grant Award Number: EMW-2012-SS-00018-S01
Grant Period: 09/01/13 to 02/28/14 extended to 8/15/14

The grant award is for an additional $1,015,824.82 for a total award of $3,115,63178 of which an additional amount of $168,221.42 is for the Hidalgo County Sheriff's Office. The remaining balance of $847,603.40 is assigned to TXDPS, TPWD, and OAG.

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** 4-1284-480-00-280-090-5-XXX

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

BUDGETARY IMPACT:

Grant Fiscal Year: 12
Account fiscal year: 5
County Fiscal Year: 4

Approval of 2014 appropriation of funds for the 2012 Operation Stonegarden Grant in the amount of $530,880.20 for Texas Department of Public Safety (TXDPS).

CC 6/17/14 (AI# 44994)- APPROVED

1. Authorization to accept the Grant Adjustment Notice in reference to Operation Stonegarden FY 2012 Supplemental award of $1,015,824.82 and authorization for County Judge, as authorized official, to sign (and initial) required documents.
2. Authorization to accept the extension of grant to new termination date of 8/15/14 as noted on the Grant Adjustment Notice (GAN).

Sub-recepient	Expenditure Acct.	Revenue Acct.	Amount
TXDPS	4-1284-480-00-280-090-5-XXX	4-1284-331-12-280-090-5-000	$530,880.20

Attachments

OPSG 12 INTERLOCAL DPS
GAN
APPROPRIATION- OPSG 12 DPS
COR

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	07/17/2014 05:11 PM
Budget & Management	Debbie Tamez	07/18/2014 08:28 AM
Rosalinda Cantu	Rosie Cantu	07/18/2014 11:53 AM
Manuel Chapa	Manuel Chapa	07/18/2014 04:15 PM
Purchasing Department	Monica Badillo	07/18/2014 05:26 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 07/17/2014

Final Approval Date: 07/18/2014

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN TEXAS DEPARTMENT OF PUBLIC SAFETY AND THE COUNTY OF HIDALGO, TEXAS

This Agreement is made and entered intoupon the date of the last party to sign this Agreement, by and between the County of Hidalgo, a political subdivision of the State of Texas (hereinafter referred to as "County") and the DEPARMENT OF PUBLIC SAFETY of the State of Texas, a state agency, (hereinafter referred to as "TxDPS") pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, County was awarded a grant hereinafter referred to as "Operation Stonegarden" or the "Grant" in the amount of $1,156,464.87 from the U.S. Department of Homeland Security ("DHS") with CFDA# 97.067 through the State Administrative Agency ("SAA") and the Texas Department of Public Safety ("TxDPS"), of which certain funds are intended to be subcontracted to various local and state police departments including TxDPS's police department;

WHEREAS, the purpose of the Grant is to assist counties along the United States borders to enhance law enforcement preparedness and operational readiness among regional law enforcement agencies in a joint mission to secure the borders;

WHEREAS, the Grant allows local law enforcement agencies that have completed the 2013 Eligibility Certification Form, attached hereto as **Exhibit "C",** to use funds for certain law enforcement operating expenses while participating in border security operations approved by DHS;

WHEREAS, the Grant requires County, as the grant recipient, to comply with certain terms and conditions more particularly described in **Exhibit "A"** attached hereto and entitled, "Texas Department of Public Safety 2012 Sub-Recipient Agreement for Hidalgo County," dated April 25, 2012, and further requires any sub-recipient accepting funding from the Grant through a subcontract or agreement to also comply with certain provisions of the terms and conditions stated in the attached **Exhibit "A"**;

WHEREAS, TxDPS desires to carry out DHS eligible activities as described in the **Statement of Work** attached hereto as **Exhibit "D"**;

WHEREAS, the County proposes to contract with TxDPS in order that the eligible activities described in **Exhibit "D"** can be carried out for the benefit of the residents of County and TxDPS.

NOW THEREFORE, County and TxDPS in consideration of the mutual covenants expressed hereinafter, agree as follows:

SECTION I
RULES AND REGULATIONS

The TxDPS agrees to cooperate with the County in respect to the implementation of the Grant within its jurisdiction and as supported under Public Law 110-161, Department of Homeland Security Appropriation Act of 2008.

SECTION II
DEBARMENT/SUSPENSION CERTIFICATION

TxDPS certifies that TxDPS and its contractors/vendors associated with this Agreement 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 found at http://sam.gov (as per State Administrative Agency Bulletin No. 12-003 attached as **Exhibit "F"** or its successor).

SECTION III
TERMS AND CONDITIONS AND STATEMENT OF WORK

TxDPS represents that it has read and understood the Sub-Recipient Agreement between the County and the TxDPS attached hereto as **Exhibit "A"** and as a condition of participating in the Grant, TxDPS agrees to comply with all terms and conditions required of entities accepting funds through an agreement and TxDPS further agrees to perform services as outlined in the Statement of Work **(Exhibit "D")** for and in consideration of reimbursement from County in an amount not to exceed $530,880.20 as delineated in the **TxDPS Grant Budget (See attached Exhibit "E") and cost Reimbursement Request Form (See attached Exhibit "F")**. The performance period will begin on June 1, 2014 and end on July 31, 2014.

TxDPS agrees to attain scheduling approval from Customs and Border Protection/Border Patrol prior to performing any work, and shall provide County with approved schedule. TxDPS further represents and understands that TxDPS shall not receive any Grant funds and/or reimbursements for any work not previously approved or that is outside the approved schedule.

TxDPS agrees to notify County in writing and obtain from County written approval, prior to any proposed changes, delays or departures from the Statement of Work **(See Exhibit "D")** and the TxDPS Grant Budget **(See Exhibit "E")**.

County shall not be liable for costs incurred or performances rendered unless otherwise provided herein by TxDPS before commencement of this Agreement or after termination of this Agreement and shall not be responsible for reimbursements pertaining to costs incurred or performances rendered that are not in compliance with the Statement of Work **(See Exhibit "D")** and the TxDPS Grant Budget **(See Exhibit "E")**. County shall reimburse TXDPS for costs incurred or performances rendered that are in compliance with this Agreement and/or the Grant for the performance period from June 1, 2014 until July 31, 2014.

TxDPS agrees to provide County with copies of all current and applicable payment and overtime policies, workers compensation policies, retirement rates, unemployment rates, and any other reimbursable benefit and rates of payment as required for reimbursement under the TxDPS Grant Budget (**See Exhibit "E").**

TxDPS shall tag and inventory all equipment and assets purchased with Grant funds by tagging and placing identification labels identifying the Grant name and year in accordance with State Administrative Agency Bulletin No. 12-004 or its successor (**See Exhibit "F")**. TxDPS shall conduct physical inventory on a monthly basis and provide County with a complete and accurate listing of equipment/assets including tag numbers, id numbers and serial numbers with photographs depicting same.

TxDPS shall take ownership and complete control of equipment/assets purchased with Grant funds after grantee has completed all required work relating to the Grant or once the period of performance for the Grant ends, whichever comes first.

SECTION IV
RECORDS AND REPORTS

TxDPS agrees to establish and maintain all necessary records and reports that may be necessary for reimbursement from County of Grant funds, including but not limited to the Cost Reimbursement Form **(See Exhibit "F")**, Activity Log **(See Exhibit "H")**, and the Annual Inventory Control Requirement Form **(See Exhibit "F")** which must be submitted to County by June 1, 2014. TxDPS shall provide County with a weekly report (**See Exhibit "G"**). TxDPS shall further provide County with a monthly Property Acquisition Form to include photographs of each equipment/asset and updates on equipment/assets secured with Grant funds. **(See Exhibit "I").** The Inventory Log shall meet federal requirements by identifying assets with an appropriate tag number, identification or serial number affixed to the corresponding equipment/asset, and photographs showing same. (**See Exhibit "F"** including State Administrative Agency Bulletin No. 12-004 or its successor attached thereto.)

TxDPS understands that it is solely the TxDPS's responsibility to keep all records and reports pertaining to Grant activity within their municipality in a manner acceptable to County. Failure to maintain records and reports may result in delay or forfeiture of the TxDPS's designated Grant funds.

SECTION V
MONITORING VISITS

TxDPS shall allow County to conduct on-site monitoring visits to assure compliance with applicable federal requirements, terms and conditions, and adequacy of timeliness of performance by TxDPS and those performance goals are being achieved, if applicable. TxDPS shall give Homeland Security, SAA, TxDPS, the Comptroller General of the United States, County, County Auditor, and any of their duly authorized representative, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things or property belonging to or in use by TxDPS pertaining to this Agreement.

SECTION VI
PAYMENT REQUESTS

TxDPS agrees to submit to the County Auditor's Office, a properly completed SSA/Division of Emergency Management Cost Reimbursement Request **(See Exhibit "F")** and all supporting documentation, including but not limited to General Ledger Reports, Payroll Distribution Reports, Time Sheets, Activity Logs **(See Exhibit "H")**, Property Acquisition Form **(See Exhibit "I")**, Copies of Invoices, and other related information whether or not requested by County on a monthly basis no later than the 15th of each month for the previous month. Each Cost Reimbursement Request shall be completed pursuant to the instructions and State Administration Agency Bulletin Nos. 11-005 and 12-005 (or their successors) included in the attached **Exhibit "F".**

TxDPS and County agree that all unused Grant funds at the end or termination of this Agreement will be reallocated or reprogrammed by County.

SECTION VII
AUDIT REQUIREMENTS

TxDPS agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

If TxDPS expends Five Hundred Thousand Dollars, ($500, 000.00) or more in federal grant funds in the fiscal year, TxDPS must, within nine (9) months from the end of the fiscal year, supply County with an audit of revenues and expenditures conducted by a certified public accountant. If the TxDPS expends less than $500,000.00 in federal grant funds in a calendar year, then it is exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, the General Accounting Office and County. If a TxDPS is exempt, TxDPS will provide to County a copy of TxDPS's Financial Statements for the most recent fiscal year ended. TxDPS must complete and provide to County a completed Property Acquisition Form **Exhibit "I"** to be submitted monthly. If applicable, TxDPS agrees to cooperate with the County relating to any inquires regarding audits and TxDPS acknowledges that a Financial Audit shall be provided to County at the expense of the TxDPS. Audit information shall be available to County staff, and any and all applicable federal agencies.

TxDPS shall further provide County with a final report and all documentation required no later than 60 days prior to the completion of the project.

SECTION VIII
SUSPENSION AND TERMINATION

TxDPS understands that this Agreement may be suspended or terminated if TxDPS materially fails to comply with the provisions of the Agreement or the provisions so listed in attached **Exhibits "A"** through **"I"**.

If TxDPS fails to fulfill in a timely and proper manner its obligations under this Agreement, or TxDPS violates any of the agreements or stipulations of this Agreement, then the County shall provide TxDPS written notification of such non-performance. Such non-performance may be the basis for immediate termination of the Agreement. **Should any breach by the TxDPS of this Agreement relate to a violation of federal law or regulation that results in SAA, TxDPS or Homeland Security demanding reimbursement from the County or the TxDPS or its successor, the County will terminate Agreement and seek reimbursement of all funds from TxDPS**. TxDPS shall not be relieved of the liability to the County for damages sustained by the County by virtue of any breach of this Agreement by TxDPS and County may withhold any payments to TxDPS for violations of state, local or federal regulations. Should the county become aware of any activity by TxDPS, which would jeopardize the County's position with Homeland Security, SAA, TxDPS or any other state or federal agency, or which would cause a payback of federal funds, than the County may take appropriate action including injunctive relief against TxDPS to prevent the transaction as aforesaid. The failure of the County to exercise any right shall in no way constitute a waiver by the County to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except in writing upon the joint action of the governing bodies of both the County and TxDPS.

SECTION IX
ASSETS

TxDPS shall not purchase any asset unless so permitted by the County and such procurement shall be done in the form and manner so required by the County.

The requirements for real and personal property acquired with federal awards are contained in the Common rule of the Office of Management and Budget (OMB) Circular A-102, "Grants and Cooperative Agreements with State and Local Governments." The Common Rule of OMB Circular A-102 has been adopted by reference in the Uniform Grant Management Standards (UGMS). Recipients and sub-recipients of federal pass-through and other funds from state agencies are subject to the requirements of UGMS.

UGMS requires grant recipients and Sup-recipients to maintain property records, perform a physical inventory at least once every two years, reconcile results of the physical inventory to property records, safeguard the property, maintain the property, and use proper sales procedures to ensure the highest possible return.

To comply with the federal and state requirements regarding property records, TxDPS is required to keep a Property Acquisition Form to include a list of equipment and assets acquired with grant funds. This list should include a description of the property, a serial number or other identification number, the source of property, name of title holder, the acquisition date, cost of the property, percentage of federal or state participation in the cost of the property, the location,

use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property **(See Exhibit "I")**.

The disposition of any asset improved or acquired in part or in whole with Grant funds by the TxDPS during the Grant period or after expiration of the Grant period, must have prior written approval of the County and County shall be reimbursed for the asset, if sold, in the full amount of the fair market value of the disposed asset. Upon such reimbursement to the County, the TxDPS shall become the owner of such asset purchased or acquired through the Grant funds and shall be responsible for the care, maintenance and repair of same. This reimbursement process shall also be applicable and in full force and effect for any asset which is no longer used for its intended Grant purpose by the TxDPS at any time during the Grant period or after expiration of the Grant period. The Parties are further required to comply with 44 CFR 13.32(e) regarding the disposition of assets acquired with Grant funds.

SECTION X
LIABILITY FOR DISALLOWED COSTS

The TxDPS understands and agrees that it shall be liable to County for any costs disallowed pursuant to financial and compliance audit(s) of TxDPS agreement funds. The TxDPS further understands and agrees that reimbursement to County of such disallowed costs shall be paid by the TxDPS from funds that were not provided or otherwise made available to TxDPS pursuant to this Agreement or any other federal contract.

SECTION XI
INDEMNITY CLAUSE AND INSURANCE REQUIREMENT

To the extent permitted under the constitution and laws of the State of Texas, TxDPS agrees to hold harmless the County its elected officials, officers, employees, consultants, or agents and to indemnify County's elected officials, employees, consultants or agents and to defend County against any and all claims brought against County by elected officials, officers, employees, or agents of TxDPS or brought by any third person limited to litigation involving grant funds distribution pursuant to this Agreement.

TxDPS shall acquire, maintain and furnish to County a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this Agreement with limits of not less than $300,000.00 per occurrence, $1,000,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet TxDPS's duty of indemnification under this paragraph. The County understands that TxDPS, as a state agency, does not maintain insurance coverages.

SECTION XII
PROCUREMENT

TxDPS agrees to conform to its own applicable purchasing laws, regulations, employment policies and procedures with respect to any purchases or employment in relation to the Grant and/or this Agreement.

SECTION XIII
CONFLICT OF INTEREST

TxDPS covenants that none of its elected officials, officers, employees, consultants, or agents who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities funded by the Grant. TxDPS agrees that all elected officials, officers, employees, consultants or agents shall comply fully with the applicable requirements of Texas Government Code.

TxDPS agrees that no person who is an elected official, officer, employee, consultant, or agent of the TxDPS's organization or the County's organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in the attached Exhibit "A" during the Grant period or for a period of one (1) year thereafter.

TxDPS is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

SECTION XIV
MISCELLANEOUS PROVISIONS

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 any 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 conflicts exists.

No Waiver. No waiver by County 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.

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 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 by County and TxDPS, and not otherwise.

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.

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile to the parties at the addresses set forth below, as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
302 W. University Dr.
Edinburg, TX 78539

If to TxDPS: Director
Texas Department of Public Safety
P.O. Box 4087
Austin, TX 78773

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.

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.

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.

Assignment. This Agreement shall not be assignable by TxDPS. County may assign this Agreement without the consent of TxDPS.

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.

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

Authority to Execute. The execution and performance of this Agreement by County and TxDPS have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and TxDPS in accordance with its terms.

WITNESS THE HANDS OF THE PARTIES effective as of the date of the last party to sign this Agreement.

TEXAS DEPARTMENT OF PUBLIC SAFETY

_____ **Date:** 7/11/14
Steven C. McCraw, Director

THE COUNTY OF HIDALGO

_____ **Date:** _____
Ramon Garcia, County Judge

ATTEST

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Office of Hidalgo County Criminal District Attorney,
Rene Guerra

By:_____
Michael L. Garza,
Assistant District Attorney

TABLE OF EXHIBITS

Exhibit "A"	Grant Term and Conditions
Exhibit "C"	Eligibility Certification Form
Exhibit "D"	Statement of Work
Exhibit "E"	Grant Budget
Exhibit "F"	Cost Reimbursement Request Form and SAA Bulletins
Exhibit "G"	Weekly Report
Exhibit "H"	Activity Log
Exhibit "I"	Property Acquisition Form

EXHIBIT "A"

Grant Terms and Conditions

Texas Department of Public Safety

2012 Grant Adjustment Notice
for
Hidalgo County

Date of Award
June 11, 2014

1. Sub-Recipient Name and Address	2. Prepared by: Lara, Pete H.	3. Award Number: 12-GA 48215-06
Judge Ramon Garcia Hidalgo County 302 W. University Edinburg, TX 78539	**4. Federal Grant Information**	
	Federal Grant Title:	**Homeland Security Grant Program**
	Federal Grant Award Number:	EMW-2012-SS-00018-S01
	Date Federal Grant Awarded to TxDPS:	September 1, 2012
	Federal Granting Agency:	Department of Homeland Security FEMA Grant Programs Directorate

5. Award Amount and Grant Breakdowns

OPSG Award Amount
(Federal)
CFDA: 97.067
$3,115,631.78

NOTE: Match requirement details can be found in the federal guidance for the grant named in Box 4 above.

Grant Period:

FROM:	TO:
Sep 1, 2012	Aug 15, 2014

(The SAA Must receive all invoices by the end of grant period)

6. Statutory Authority for Grant: This project is supported under the Department of Homeland Security Appropriations Act of 2010 (Public Law 111-83).

7. Method of Payment: Primary method is reimbursement.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred,suspended, proposed for debarment,en_US 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.2.8.9029.0

9. Agency Approval

Approving TxDPS Official:	Signature of TxDPS Official:
Machelle Pharr, Deputy Assistant Director State Administrative Agency Texas Department of Public Safety	M. Pharr

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:
Ramon Garcia Hidalgo County Judge	Ramon Garcia

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:	12. Date Signed :
74-6000717	6/17/14

13. DUE DATE: June 30, 2014

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

APPROVED BY
COMMISSIONERS' COURT
ON: 6/17/14

Texas Department of Public Safety

2012 Sub-Recipient Agreement
for
Hidalgo County

Date of Award:
March 18, 2013

1. Sub-Recipient Name and Address	2. Prepared by: Phillips, Jeanette	3. Award Number: 12-SR 4821S-01
Judge Ramon Garcia Hidalgo County 302 W. University Edinburg, TX 78539	4. Federal Grant Information	
	Federal Grant Title:	Homeland Security Grant Program
	Federal Grant Award Number:	EMW-2012-SS-00018-S01
	Date Federal Grant Awarded to TxDPS:	September 1, 2012
	Federal Granting Agency:	Department of Homeland Security FEMA Grant Programs Directorate

5. Award Amount and Grant Conditions

OPSG Award Amount
(Federal)
CFDA: 97.067
$1,156,464.87

NOTE: Match requirement details can be found in the federal guidance for the grant named in Box 4 above.

Grant Period:

FROM:	TO:
Sep 1, 2012	Feb 28, 2014

(The SAA Must receive all invoices by the end of grant period)

6. Statutory Authority for Grant: This project is supported under the Department of Homeland Security Appropriations Act of 2010 (Public Law 111-83).

7. Method of Payment: Primary method is reimbursement.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred,suspended, proposed for debarment,en_US 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.2.8.9029.0

9. Agency Approval

Approving TxDPS Official:	Signature of TxDPS Official:
Machelle Pharr, Deputy Assistant Director State Administrative Agency Texas Department of Public Safety	M. Pharr

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:
Ramon Garcia County Judge	Ramon Garcia

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:	12. Date Signed :
74-6000717	4/2/13

13. DUE DATE: [redacted]

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

APPROVED BY
COMMISSIONERS' COURT
ON: 4/2/13

2012 TERMS AND CONDITIONS

Instructions:

The Sub-recipient shall:

1. ***Fill in the information and sign the Grant Sub-Recipient Award;***
2. ***Certify they have read and understand these Terms and Conditions;***
3. ***Certify to the statements provided in Exhibits A, B, C and D located at the back of this document by filling in contact information and signing all exhibits, and***
4. ***Return all documents via email to SAA_SRA@dps.texas.gov on or before the date provided in the transmittal letter and/or in this grant.***

Grant Sub-recipient Agreement

This Grant Sub-recipient Agreement (consisting of this 2012 Grant Sub-recipient Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Homeland Security State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "DPS/THSSAA," and the funds recipient, hereinafter referred to as the "Sub-recipient" or "Sub-grantee." Furthermore, DPS/THSSAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." This Grant Sub-recipient Agreement (SRA), or otherwise referred to herein as "this Grant" or "this Agreement", is only an offer until Sub-recipient returns the signed copy of this Grant on or before the date provided in the transmittal letter and/or in this Grant Sub-recipient Award.

The FY 2012 Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of Presidential Policy Directive – 8 (PPD-8) by supporting the development and sustainment of core capabilities to fulfill the National Preparedness Goal (NPG). HSGP funding shall be used for costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

The FY 2012 Nonprofit Security Grant Program (NSGP) funding plays an important role in the implementation of Presidential Policy Directive 8 (PPD-8) by supporting the development and sustainment of core capabilities to fulfill the NGP. NSGP provides funding for target hardening and other physical security enhancements and activities to nonprofit organizations that are at high risk of terrorist attack and located within one of the specific Urban Areas Security Initiative (UASI)-eligible Urban Areas. While this funding is provided specifically to high-risk nonprofit organizations, the program seeks to integrate nonprofit preparedness activities with broader State and local preparedness efforts.

Sub-recipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/THSSAA. If Sub-recipient issues subawards as part of this Grant project, Sub-recipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Sub-recipient agreement funds" as used in this Grant means funds provided by DPS/THSSAA under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Sub-recipient's funds" or match funds as used in this Grant means funds provided by the Sub-recipient.

Overview and Performance Standards

All allocations and use of funds under this Grant shall be in accordance with the FY 2012 Funding Opportunity Announcement (FOA) for the Federal Grant Title specified on this Grant, and such FY 2012 FOA is incorporated by reference herein. Sub-recipient shall read, understand and accept the FY 2012 Funding Opportunity Announcement as binding.

Standard of Performance. Sub-recipient shall perform all activities and projects entered into the DPS/THSSAA web-based grants management system which are approved by DPS/THSSAA. Any change to a project shall receive prior written approval by the appropriate local, regional and state-level grant administrator(s). Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:

1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"

3. Certifications, hereinafter referred to as "Exhibit C"

4. State of Texas Assurances, hereinafter referred to as "Exhibit D"

Failure to Perform. In the event Sub-recipient fails to implement the project(s) entered and approved in the DPS/THSSAA web-based grants management system, or comply with any provision of this Grant, Sub-recipient shall be liable to DPS/THSSAA for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/THSSAA is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.

Environmental Review

Sub-recipient shall assess its federally funded projects for potential impact to environmental resources and historic properties. Sub-recipient shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/THSSAA. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact. Sub-recipient shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and DPS/THSSAA will not authorize or release grant funds for non-compliant projects.

Sub-recipient, as soon as possible upon receiving its grant award, shall provide information to DPS/THSSAA to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/THSSAA for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Sub-recipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances. See FEMA Information Bulletin 329.

Sub-recipient shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings. Sub-recipient shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, Sub-recipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Sub-recipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Funding Obligations

A. DPS/THSSAA shall not be liable to Sub-recipient for any costs incurred by Sub-recipient that are not allowable costs.

B. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/THSSAA under this Grant shall not exceed the Total Award Amount listed on the Grant Sub-recipient Award.

C. Sub-recipient shall contribute the match funds listed on the Grant Sub-recipient Award.

D. Sub-recipient shall refund to DPS/THSSAA any sum of these grant funds that has been determined by DPS/THSSAA to be an overpayment to Sub-recipient or that DPS/THSSAA determines has not been spent by Sub-recipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. Sub-recipient shall make such refund to DPS/THSSAA within thirty (30) days after DPS/THSSAA requests such refund.

E. Notwithstanding any other provisions, the Parties hereto understand and agree that DPS/THSSAA's obligations under this Grant are contingent upon the receipt of adequate funds to meet DPS/THSSAA's liabilities hereunder, except as required by the Homeland Security Grant Program (HSGP). DPS/THSSAA shall not be liable to Sub-recipient for costs which exceed the amount specified in this Grant.

Performance Period

The performance period for this Grant is listed on the Grant Sub-Recipient Award. All goods and services shall be received within the performance period AND all reimbursement requests shall be submitted to DPS/THSSAA within the performance period. Sub-recipient shall have expended all grant funds and submitted reimbursement requests, and any invoices, in the DPS/THSSAA grant management system by the end of the performance period. DPS/THSSAA shall not be obligated to reimburse expenses incurred or submitted after the performance period.

Uniform Administrative Requirements, Cost Principals and Audit Requirements

Except as specifically modified by law or this Grant, Sub-recipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. 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 (the A-102 Common Rule);**
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).**
3. **44 C.F.R. Part 10, Environmental Considerations**

B. Cost Principles

1. **2 C.F.R. Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)**
2. **2 C.F.R. Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)**
3. **2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)**
4. **48 C.F.R. Subpart 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations**

C. Audit Requirements

OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

D. Grant Guidance (Funding Opportunity Announcement)

Sub-recipient agrees that all allocations and use of funds under this Grant shall be in accordance with the applicable FY 2012 Funding Opportunity Announcement and supplemental resources for the HSGP currently available at http://www.fema.gov/pdf/government/grant/2012/fy12_hsgp_foa.pdf and the Nonprofit Security Grant Program (NSGP), http://www.fema.gov/pdf/government/grant/2012/fy12_nsgp_foa.pdf.

DHS Specific Acknowledgements and Assurances

Sub-recipient shall comply with the DHS Standard Administrative Terms and Conditions that are outlined in Part 6.1.1 – Financial Assistance Award Standard Terms and Conditions (January 10, 2011), which is incorporated by reference herein. DHS requires those standard terms and conditions which are approved by the Division of Financial Assistance Policy and Oversight to be applied to all financial assistance awards. Http://www.dhs.gov/xlibrary/assets/cfo-financial-management-policy-manual.pdf.

Sub-recipient acknowledges and agrees, and shall require any sub-recipients, subawardees, contractors, successors, transferees, and assignees to acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipient shall cooperate with any compliance review or complaint investigation conducted by DHS.
2. Sub-recipient shall give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to this grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Sub-recipient shall submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Sub-recipient shall comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three (3) years, Sub-recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Sub-recipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Sub-recipient, or Sub-recipient settles a case or matter alleging such discrimination, Sub-recipient shall forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Operation Stonegarden (OPSG) Specific Conditions

If Sub-recipient is receiving Operation Stonegarden (OPSG) funds, Sub-recipient is prohibited from obligating or expending OPSG funds provided through this Grant until each unique, specific, or modified county level, tribal or equivalent Operations Order or Fragmentary Order has been reviewed and approved by official notification by FEMA and Customs and Border Protection/Border Patrol (CBP/BP). Each Operations Order will be transferred via the secure portal (CBP/BP) BPETS system from each respective AOR Sector HQ to CBP/BP HQ in Washington, D.C., for review and pre-approval for Operational continuity, then forwarded to FEMA GPD/PGD OPSG Program Office for final review/approval. Official notification of approval will be sent by FEMA via email to DPS/THSSAA and CBP/BP HQ in Washington, D.C.

1. Sub-recipient shall develop and submit required operational documents through the border area's Integrated Planning Team.
2. Sub-recipient shall maintain an approved Concept of Operations, consisting of a campaign plan and proposed budget which will articulate the intent of how OPSG funds will be used throughout Sub-recipient's grant performance period.
3. If Sub-recipient intends to spend more than 50 percent of its award on overtime over the course of the performance period, a request for an overtime waiver shall be submitted through the Integrated Planning Team.
4. Sub-recipient shall develop and submit Operations Orders for Tactical operational periods to achieve the strategic objectives of the campaign plan.
5. Sub-recipient shall only initiate tactical operations after the specific Operations Order(s) are approved through the Border Patrol Headquarters and by FEMA, and the DPS/THSSAA has issued a Grant Sub-recipient Award or GAN to the jurisdiction.

State Requirements for Grants

Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, State Administrative Agency Information Bulletins, available at http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm, Texas Uniform Grants Management Standards (UGMS) at governor.state.tx.us/files/state-grants/?UGMS082004.doc and the State Administrative Agency Sub-recipient Manual, available at http://www.txdps.state.tx.us/director_staff/saa/documents/subrecipientManual.pdf. Sub-recipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant, and the approved application.

Sub-recipient shall comply with the State of Texas General Appropriations Act, Art. IX, Part 4, as follows:

1. Grant funds may not be expended for a grant to a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, unless the law enforcement agency requesting the grant is in compliance with all rules developed by the Commission on Law Enforcement Officer Standards and Education or the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.

2. Grant funds may not be granted to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.
3. Grant funds may not be expended to a unit of local government unless the following limitations and reporting requirements are satisfied:

   a. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
   b. Texas Government Code Sections 556.004, 556.005, and 556.006, including not using any money or vehicle to support the candidacy of any person for office; not influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose; and not using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;
   c. Texas Government Code Sections 2113.012 and 2113.101 including not using grant funds to compensate any employee who uses alcoholic beverages on active duty plus Sub-recipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
   d. Texas General Appropriations Act, Art. IX, Section 6.13 requiring Sub-recipients to make every effort to attain key performance target levels associated with this grant award, including performance milestones, milestone time frames, and related performance reporting requirements; and
   e. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, including grant funds may only be expended if Sub-recipient timely completes and files its reports.

Restrictions and General Conditions

A. Use of Funds. DHS grant funds may only used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.

B. Lobbying Prohibited. No funds shall be expended by Sub-Recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions may be found at 31 U.S.C. §1352. Further, Sub-Recipient understands and agrees that it shall 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.

C. Transferring Funds. Sub-recipient is prohibited from transferring funds between grant programs (such as SHSP, UASI, and OPSG) without a properly executed GAN.

D. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.

E. Cost Categories. There may be limitations on the use of HSGP funds for the categories of costs listed below. For additional details on restrictions on the use of funds, refer to the FY 2012 HSGP FOA, Appendix C, Funding Guidelines.

   1. Management and Administration
   2. Planning
   3. Organization
   4. Equipment
   5. Training
   6. Exercises
   7. Maintenance and Sustainment
   8. Critical Emergency Supplies
   9. Construction and Renovation

F. Governing Board Approval. In cases where local funding is established by a COG or an Urban Area Security Initiative (UASI) governing board, the release of funds by DPS/THSSAA is contingent upon funding allocation approval by the governing board.

G. Notices. All notices or communications 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 or Loan Star, to the other party at its respective address. For notice to DPS/THSSAA see address set forth below. For Sub-

recipient, see the address listed on the Grant Sub-Recipient Award page or Point of Contact address listed for the Sub-recipient in the DPS/THSSAA Grants Management System (SPARS).

DPS/THSSAA Contact Information
Deputy Assistant Director
Texas Homeland Security State Admin. Agency
Texas Department of Public Safety
P.O. Box 4087
Austin, TX 78773-0220

H. Points of Contacts. Within 30 days of any change, Sub-recipient shall notify DPS/THSSAA of any change or correction to the chief elected official, program, and/or financial points of contact in the DPS/THSSAA grant management system.

I. DUNS Number. Sub-recipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or http://fedgov.dnb.com/webform.

J. Central Contractor Registration and Universal Identifier Requirements. Sub-recipient maintains that it has registered on www.ccr.gov, www.sam.gov/, or other federally established site for contractor registration, and entered DPS/THSSAA-required information. Sub-recipient shall keep current, and then review and update the CCR information at least annually. Sub-recipient shall keep information current in the CCR/SAM database until the later of when it submits this Grant's final financial report or receives final grant award payment. Sub-recipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See section .210 of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.

K. Indirect Cost Allocation Plan. Sub-recipient shall submit its most recently approved Indirect Cost Allocation Plan signed by Cognizant Agency to DPS/THSSAA within 30 calendar days of the approval. "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 C.F.R. Part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies at http://harvester.census.gov/sac/dissem/asp/reports.asp. Unless the basis of the cost plan changes, Sub-recipient only needs to forward the annual Indirect Cost Rate approval letter to DPS/THSSAA within 30 calendar days after approval by the Cognizant Agency. The approved Indirect Cost Plans and approval letters shall be emailed to SAA_RR@dps.texas.gov. The Sub-recipient name shall be included in the file name and subject line of the email transmittal.

L. Reporting Total Compensation of Sub-recipient Executives. 2 C.F.R. §170.320; see FEMA Information Bulletin 350.

1. Applicability and what to report: Sub-recipient shall report whether Sub-recipient received $25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §170.320. Sub-recipient shall report whether 80% or more of Sub-recipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Sub-recipient answers "yes" to both questions, Sub-recipient shall report, along with Sub-recipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Sub-recipient's five most highly compensated executives for the preceding completed fiscal year.

2. Where and when to report: Sub-recipient shall report executive total compensation at www.ccr.gov, www.sam.gov/, or other federally established replacement site. By signing this Grant, Sub-recipient certifies that, if required, Sub-recipient's jurisdiction has already registered, entered the required information, and shall keep information in the CCR/SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Sub-recipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.

M. Direct Deposit. If Sub-recipient has not received HSGP reimbursements from DPS/THSSAA within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/THSSAA. Completed direct deposit forms from Sub-recipient shall be emailed to SAA_RR@dps.texas.gov. The email subject line and attachment name shall include the jurisdiction name and identify the document attached (i.e. "*Sample County DD form*"). The direct deposit form is currently available at http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf. Sub-recipient may simultaneously sign up for the Advance Payment Notification (APN) email feature which provides State of Texas payees with a one-business-day advance notice that a direct deposit payment has been sent to its financial institution. After receiving an APN, a payee may securely access its payment details online.

N. Procurements. Sub-recipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 44 C.F.R. §13.36.

O. Contract Provisions. All contracts executed using funds granted under this Grant shall contain the contract provisions listed under 44 C.F.R. §13.37(b), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

P. No Contracts with Debarred or Suspended Parties. Prior to contracting with any vendor or subawardee using funds granted under this Grant, Sub-recipient shall determine whether the vendor/subawardee is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department and agency and shall confirm the vendor/subawardee does not have any active "Exclusions" by reviewing the vendor/subawardee entity information at https://www.sam.gov/portal/public/SAM/.

Q. Management and Administration. If this Grant includes a specific award of funds to Sub-recipient for management and administration (M&A), Sub-recipient shall comply with all applicable requirements and limitations with respect to M&A. For additional information on M&A, refer to Information Bulletin 365 located at http://www.fema.gov/government/grant/bulletins/index.shtm#1/.

R. Personnel Cap. Up to fifty percent (50%) of all HSGP awards received by Sub-recipient 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, use of HSGP funding to pay for staff and/or contractor regular time or overtime/backfill, among other items, are considered personnel-related costs. Sub-recipient may request a waiver to the 50% personnel cap by submitting a waiver request through its respective regional council or urban area working group to DPS/THSSAA at SAA@dps.texas.gov. Requests for waivers shall be submitted on official Sub-recipient letterhead and be signed by an authorized official of Sub-recipient. Waivers shall contain the information required on page 9 of the FEMA Information Bulletin 379.

S. Property Management and Inventory. At least every two (2) years, Sub-recipient shall take a physical inventory and shall reconcile the results with property records. Sub-recipient shall maintain Property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. (See sample inventory record format at http://www.txdps.state.tx.us/director_staff/saa/audit_and_compliance.htm) Sub-recipient shall develop and implement a control system to prevent loss, damage or theft of property and Sub-recipient shall investigate and document any loss, damage or theft of property funded under this Grant.

T. Publications. All publications produced as a result of funding under this Grant, which are submitted for publication in any magazine, journal, or trade paper, shall include the following: "This material is based upon work supported by the U.S. Department of Homeland Security. The views and conclusions contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies, either expressed or implied, of the U.S. Department of Homeland Security."

U. Acknowledgement of Federal Funding from DHS. Sub-recipient shall comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

V. Use of DHS, DPS, and DPS/THSSAA Seals and Non-Endorsement. Sub-recipient shall obtain DHS, DPS, or DPS/THSSAA's prior written approval before using any of these agencies' seal(s), logos, crests or reproductions of flags or likenesses of agency officials. Funding of this Grant does not equate to endorsement of use of funding agencies' seals, etc., including use of the United States Coast Guard seal, logo, crests, or reproductions of flags or likenesses of Coast Guard officials.

W. Copyright. Sub-recipient shall comply with requirements regarding publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Grant, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Sub-recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. Sub-recipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgment of Government sponsorship (including award number) to any work first produced under this Grant.

Further, 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 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. Sub-recipient agrees to consult with DPS/THSSAA regarding the allocation of any patent rights that arise from or are purchased with this funding.

X. Quarterly Performance Reports. Sub-recipient shall submit performance reports and progress reviews per DPS/THSSAA and/or FEMA's direction. Reports are entered into the grants management system. Performance reports are due by the twentieth (20th) day after the end of each calendar quarter: January 20, April 20, July 20 and October 20; or as otherwise specified or required by DPS/THSSAA. DPS/THSSAA may require other reports or different timelines to meet federal reporting dates or to respond to information requests. Failure to timely complete a performance report will result in Sub-recipient being unable to request additional reimbursements/advances and may affect future funding.

Y. Site Visits. DHS and/or DPS/THSSAA, through its authorized representatives, have the right, at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Sub-recipient or a contractor under this Grant, Sub-recipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

Z. Limited English Proficiency (Civil Rights Act of 1964, Title VI). Sub-recipient shall comply with the requirements of EO 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, Sub-recipient shall take reasonable steps to ensure that LEP persons have meaningful access to Sub-recipient's programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Sub-recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to http://www.lep.gov.

AA. Protection of Human Subjects. Sub-recipient shall comply with the requirements of the Federal regulations at 45 C.F.R. Part 46, which requires that Sub-recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Sub-recipient shall comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 C.F.R. Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 C.F.R. Part 46.

BB. National Flood Insurance Act of 1968. Sub-recipient shall comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 C.F.R. Part 63.

CC. USA Patriot Act of 2001. Sub-recipient shall comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery systems of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The Act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the Act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

DD. Fly America Act of 1974. Sub-recipient shall comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. §40118) and Comptroller General's guidelines.

EE. Activities Conducted Abroad. Sub-recipient shall comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

FF. Trafficking Victims Protection Act of 2000. All recipients of financial assistance shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 C.F.R. Part 175. This is implemented in accordance with OMB Interim Final Guidance,

Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient: (a) engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) procures a commercial sex act during the period of time that the award is in effect; or (c) uses forced labor in the performance of the award or subawards under the award.

DPS/THSSAA is authorized to terminate this award, without penalty, if the above condition is violated. Sub-recipient shall include this condition in any subawards or contracts it makes as a result of this Grant. Full text of the award term is provided at 2 C.F.R. §175.15.

GG. Americans with Disabilities Act of 1990. Sub-recipient shall comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. 42 U.S.C. §§ 12101-12213.

HH. Public Dissemination of Sensitive Information. Sub-recipient shall notify DPS/THSSAA of any workshops, conferences, seminars or other public venues at least one hundred (100) calendar days before presenting any potentially sensitive information regarding this project. No sensitive information may be presented by Sub-recipients' personnel without DPS/THSSAA and the DHS Grants Officer's review and prior written approval.

II. Security Concerns/Violations. Sub-recipient shall inform the THSSAA's Deputy Assistant Director in writing within two (2) calendar days of Sub-recipient being made aware of any security concerns with individuals having access to government facilities or sensitive information. In the event that sensitive information is divulged in violation of Sub-recipient's security procedures, Sub-recipient shall immediately notify the DPS/THSSAA Deputy Assistant Director and take appropriate law enforcement and legal action.

JJ. Classified Security Condition

1. No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for that access to such information
2. "Classified national security information" as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
3. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-awardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Branch Program (ISBP), or an appropriate official within the Federal department or agency with whom the classified effort will be performed.
4. Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operation Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008: EO's 12829, 12959, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and /or other applicable implementing directives or instruction. All security requirement documents are currently located at: http://www.dhs/gov/xopnbiz/grants/index.shtm.
5. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any action to facilitate the acquisition of such a contract sub-award, or other agreement, the award recipient shall contact ISPB, or the appropriate Federal department or agency, for approval and processing instructions. DHS Office of Security ISPB contact information: Telephone: 202-447-5346, Email: D254AdministrativeSecu@dhs.gov, Mail: Department of Homeland Security, Office of the Chief Security Officer, ATTN: ASD/Industrial Security Program Branch, Washington, DC. 20528.

Other Requirements

A. During the performance period of this Grant, Sub-recipient, counties, cities, towns, and Indian tribes shall maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (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 Sub-recipient's plan, Sub-recipient shall correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

B. Projects identified and approved in the DPS/THSSAA 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 this Grant. Sub-recipient

shall submit project plans, milestones, outputs/outcomes, narratives and budget to DPS/THSSAA and FEMA (if required) for approval prior to expending or requesting advances of any funds for this Grant. Sub-recipient shall enter appropriate project milestones into the DPS/THSSAA web-based grants management system within 60 days after award or by the deadline established by DPS/THSSAA, whichever is sooner. Sub-recipient shall report on project status and accomplishments (milestones and outputs/outcomes) in the format(s) and timeframes as required by DPS/THSSAA.

C. During the performance period of this Grant, Sub-recipient shall:

1. Participate in a legally-adopted county and/or regional mutual aid agreement.
2. Implement the National Incident Management System (NIMS) in a manner consistent with the NIMS Implementation Objectives outlined by FEMA at http://www.fema.gov/implementation-and-compliance-guidance-stakeholders#item4.
3. Be a registered user of the Texas Regional Response Network (TRRN) (or other response asset inventory management system specified by DPS/THSSAA) and shall identify, resource type, and credential all major deployable 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. http://www.fema.gov/emergency/nims/ResourceMngmnt.shtm#item3.

D. Regional Planning Commissions/Council of Governments (COGs) shall follow guidelines listed in the DPS/THSSAA FY2012 COG Statement of Work.

Monitoring

Sub-recipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

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

Audit

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

Right to Audit. Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of grant funds received and performances rendered under this Grant. Sub-recipient shall permit DPS/THSSAA or its authorized representative to audit Sub-recipient's records. Sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

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

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

State Auditor's Clause. Sub-recipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Sub-recipient further agrees to cooperate fully

with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Sub-recipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Sub-recipient relating to this Grant.

Retention and Accessibility of Records

Retention of Records. Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB Circular, 44 CFR Section 13.42, UGMS §__.42, and this Grant. Sub-recipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/THSSAA may direct Sub-recipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.

Access to Records. Sub-recipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of its 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 Sub-recipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Sub-recipient. Sub-recipient shall maintain such records in an accessible location and provide citizens reasonable access to such records consistent with the Texas Public Information Act, Texas Government Code, Chapter 552.

Inclusion in Subcontracts. Sub-recipient shall include the substance of the Retention of Records and Access to Records section herein in all subcontracts.

After Action Reporting. Sub-recipient shall complete, deliver to the appropriate source, and retain copies of all after-action reports and certificates of completion for all training and exercises paid for by this grant.

Legal Authority

Signatory Authority. Sub-recipient assures and guarantees that Sub-recipient possesses the legal authority to enter into this Grant, receive grant funds and to perform the project Sub-recipient has obligated itself to perform pursuant to this Grant.

Authorized Representative. The person or persons signing and executing this Grant on Sub-recipient's behalf do warrant and guarantee that he/she has been duly authorized by Sub-recipient to execute this Grant on Sub-recipient's behalf and to validly and legally bind Sub-recipient to all terms and conditions and performance obligations.

Conflicts in Requirements. If conflict exists between federal, state, or local requirements, Sub-recipient shall comply with the strictest requirement.

Notice of Litigation and Claims

Sub-recipient shall give DPS/THSSAA immediate notice in writing of any action or claim, including any proceeding before an administrative agency, filed against Sub-recipient arising out of performance of this Grant. Except as otherwise directed by DPS/THSSAA, Sub-recipient shall furnish immediately to DPS/THSSAA copies of all documentation or pleadings received by Sub-recipient with respect to such action or claim.

No Liability for Employees and Officers

DPS/THSSAA shall have no liability whatsoever for the actions or omissions of an individual employed or contracted by Sub-recipient, regardless of where the individual's actions or omissions occurred.

Non-Waiver of Defaults

Any failure of DPS/THSSAA, at any time, to enforce or require the strict keeping and performance of any provision of this Grant shall not constitute a waiver of such provision, and shall not affect or impair same or the right of DPS/THSSAA at any time to avail itself of same. A waiver does not become effective unless DPS/THSSAA expressly agrees to such waiver in writing. Any payment by

DPS/THSSAA shall not constitute a waiver or otherwise impair or prejudice any right, power, privilege, or remedy available to DPS/THSSAA to enforce its rights, as such rights, powers, privileges, and remedies are specifically preserved.

Changes and Amendments

Modification. FEMA or DPS/THSSAA may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Sub-recipient's acceptance of the changes to the award. Any alteration, addition, or deletion to this Grant by Sub-recipient is not valid.

Written Amendment. Alterations, additions or deletions to this Grant, such as changes to period of performance and award amounts, shall be made through an executed Grant Adjustment Notice (GAN).

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

Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws or regulations are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/THSSAA determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Sub-recipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Sub-recipient's acceptance of the changes to this Grant.

Headings

Headings and captions of this Grant are only for convenience and reference. These headings and captions shall not affect or modify the terms and conditions or be used to interpret or assist in the construction of this Grant.

Venue

Venue shall lie in Travis County, Texas, and this Grant is governed by the laws of the State of Texas.

Suspension

In the event Sub-recipient fails to comply with any term of this Grant, DPS/THSSAA may, upon written notification to Sub-recipient, suspend this Grant, in whole or in part, withhold payments to Sub-recipient and prohibit Sub-recipient from incurring additional obligations of this Grant's funds.

Termination

DPS/THSSAA shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/THSSAA determines that Sub-recipient has failed to comply with any term of this Grant. DPS/THSSAA shall provide written notice of the termination and include:

1. The reason(s) for such termination;
2. The effective date of such termination; and
3. In the case of partial termination, the portion of this Grant to be terminated.

Appeal may be made to the Deputy Director of Homeland Security, Texas Department of Public Safety.

Enforcement

If Sub-recipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, DPS/THSSAA or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by Sub-recipient or more severe enforcement action by DPS/THSSAA or DHS;
2. Disallow, that is, deny both use of funds and matching credit for, all or part of the cost of the activity or action not in compliance;
3. Wholly or partially suspend or terminate this Grant for Sub-recipient's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

In taking an enforcement action, DPS/THSSAA will provide Sub-recipient an opportunity for a hearing, appeal, or other administrative proceeding to which Sub-recipient is entitled under any statute or regulation applicable to the action involved.

The costs of Sub-recipient resulting from obligations incurred by Sub-recipient during a suspension or after termination of this Grant are not allowable unless DPS/THSSAA or DHS expressly authorizes them in the notice of suspension or termination or subsequently. Other Sub-recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

1. The costs result from obligations which were properly incurred by Sub-recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
2. The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Sub-recipient from being subject to "Debarment and Suspension" under E.O. 12549. 44 C.F.R. §13.35.

Conflict of Interest

No employee, officer or agent of Sub-recipient shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, is involved or otherwise creates the appearance of impropriety.

Closing of the Grant

A. DPS/THSSAA will close a sub-award after receiving Sub-recipient's final quarterly 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 award modifications and payments. If the close out review and reconciliation indicates that Sub-recipient is owed additional funds, DPS/THSSAA will send the final payment automatically to Sub-recipient. If Sub-recipient did not use all the funds received, DPS/THSSAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds. Sub-recipient will return the funds to the DPS/THSSAA within 30 days of receiving the GAN.

B. At the completion of Sub-recipient's performance period, DPS/THSSAA will de-obligate all uncommitted / unexpended funds.

C. The closeout of this Grant does not affect:

1. DHS or DPS/THSSAA's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Sub-recipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Sub-recipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

Please fill in the appropriate information and certify by signing below that you have read, understood, and agree to the terms of this Grant.

Print Name of Authorized Official Ramon Garcia

Title Hidalgo County Judge

Sub-recipient Organization Hidalgo County

Ramon Garcia 4/2/13
Signature of Authorized Official Date

APPROVED BY
COMMISSIONERS' COURT
ON: 4/2/13

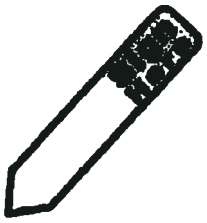


EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

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 agreement.

2. Will give the Department of Homeland Security, the Department of Public Safety, 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 and 44 C.F.R. Part 19), 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. §§290dd-3 and 290ee- 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 agreement 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.

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 sub-agreements.

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 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (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) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air

resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (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, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this award. "Research" "means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

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, grant guidance, and policies governing this program.

Please fill in the appropriate information and sign to certify this Exhibit A.

Print Name of Authorized Official Ramon Garcia

Title Hidalgo County Judge

Sub-recipient Organization Hidalgo County

Ramon Garcia 4/2/13
Signature of Authorized Official Date

APPROVED BY
COMMISSIONERS' COURT
ON: 4/23/13

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

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 costs) to ensure proper planning, management and completion of project described in this agreement.

2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. 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.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of 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).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based pain in construction or rehabilitation of residence structures.

10. 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 and 44 C.F.R. Part 19), 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. §§290dd-3 and 290ee 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 statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the agreement.

11. 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 and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the 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.

13. 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 sub-agreements.

14. Will comply 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.

15. 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) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (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) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (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).

16. 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.

17. 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).

18. 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."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this program.

Please fill in the appropriate information and sign to certify this Exhibit B, if applicable.

Print Name of Authorized Official Ramon Garcia

Title Hidalgo County Judge

Sub-recipient Organization Hidalgo County

Ramon Garcia 4/2/13
Signature of Authorized Official Date

APPROVED BY
COMMISSIONERS' COURT
ON: 4/2/13

Exhibit C

Certifications

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

A. **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 an agency, a Member of Congress, an officer or employee of Congress, or an employee or 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.**

B. **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 or 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 of Lobbying Activities, in accordance with its instructions.**

C. **The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts 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 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.**

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

   1. **Are not 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.epls.gov or www.sam.gov and the State Debarred Vendor List www.window.state.tx.us/procurement/prog/vendor_performance/debarred.**

   2. **Have not within a three-year period preceding this agreement 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 agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; or**

   5. **Where the sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement. (Federal Certification)**

E. **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.**

F. **Sub-recipient must comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds, and sub-recipient must require such compliance in any sub-grants or contract at the next tier.**

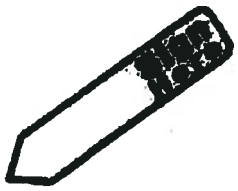
G. **Drug-free Workplace Act, as amended, 41 U.S.C. §701 et seq. -- Requires the recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, place(s) where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. The recipient must notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Sub-recipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.**

H. **Sub-recipient agrees that it is not delinquent on any Federal debt.**

I. **Sub-recipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.**

J. **Sub-recipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.**

Please fill in the appropriate information and sign to certify this Exhibit C.



Print Name of Authorized Official Ramon Garcia

Title Hidalgo County Judge

Sub-recipient Organization Hidalgo County

Ramon Garcia 4/2/13

Signature of Authorized Official Date

APPROVED BY
COMMISSIONERS' COURT
ON: 4/2/13

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Sub-recipient's governing body or of the Sub-recipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Sub-recipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Sub-recipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules if the Sub-recipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and sub-recipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section _.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Sub-recipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall 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 and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, 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 the 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. §§290dd-3 and 290ee-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 this Grant.
10. Shall 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.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions 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.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall 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 (Clear Air) Implementation Plans under Section 176(c) of the Clear 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).
17. Shall 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.
18. Shall 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.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall 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 residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. Certifies that is and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at https://www.sam.gov/portal/public/SAM/.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Please fill in the appropriate information and sign to certify this Exhibit D.

Print Name of Authorized Official Ramon Garcia

Title Hidalgo County Judge

Sub-recipient Organization Hidalgo County

Ramon Garcia 4/2/13

Signature of Authorized Official Date

APPROVED BY
COMMISSIONERS' COURT
ON: 4/2/13

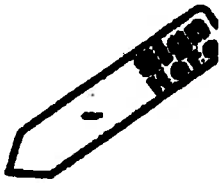


EXHIBIT "C"

Eligibility Certification Form

TEXAS DEPARTMENT OF PUBLIC SAFETY
TEXAS HOMELAND SECURITY
STATE ADMINISTRATIVE AGENCY (THSSAA)

2014 ELIGIBILITY CERTIFICATION FORM

2014

	PLEASE FILL IN THE APPROPRIATE INFORMATION AND CERTIFY BY SIGNING BELOW THAT THE INFORMATION SUBMITTED ON THIS ELIGIBILITY FORM IS COMPLETE AND ACCURATE TO THE BEST OF YOUR KNOWLEDGE.
	Texas Department of Public Safety
	806782272
	RBodisch Date: 7.2.14
	Robert Bodisch
	Deputy Director

I. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

[illegible] mark ONE box; A or B):

A	To Certify to I.A, Initial Here: _____	My jurisdiction/organization has adopted and implemented NIMS and is compliant with all NIMS objectives issued to date (FY2005-FY2009). http://www.fema.gov/pdf/emergency/nims/FY2009_NIMS_Implementation_Chart.pdf
B	To Certify to I.B, Initial Here: _____	My jurisdiction/organization has adopted and implemented NIMS, but is not fully compliant with all NIMS implementation objectives. **Required Attachment:** A letter explaining the a) the implementation objectives not yet met; b) the steps taken to achieve 100% NIMS compliance; and c) the date the jurisdiction expects to be in full compliance with all objectives and metrics.

II. EMERGENCY MANAGEMENT PLANS (INTERMEDIATE LEVEL)

To Certify to II., Initial Here: _____

and check one of the three boxes at right

- ☐ A. My jurisdiction has its own current emergency management plan that meets the state preparedness standards at the Intermediate Level on file with the Texas Division of Emergency Management (TDEM).
- ☐ B. My jurisdiction is a legally established member of an inter-jurisdictional emergency management program that has a plan that meets the state preparedness standards at the Intermediate Level on file with TDEM.
- ☐ C. My jurisdiction/organization is not a city or county and is not required by Texas law to have an emergency management plan, e.g., COG or nonprofit organization.

Return completed form via email to SAA@dps.texas.gov

III. OMB CIRCULAR A-133 SINGLE AUDIT

My jurisdiction's/organization's fiscal year (FY) end for 2013 was (check one):

- ☐ **August 31, 2013** (Reporting Package is due 30 days after completion or May 31, 2014, whichever is sooner)
- ☐ **September 30, 2013** (Reporting Package is due 30 days after completion or June 30, 2014, whichever is sooner)
- ☐ **December 31, 2013** (Reporting Package is due 30 days after completion or September 30, 2014, whichever is sooner)
- ☐ **Other (please specify date here):** _____

Please initial in the appropriate box for either A or B:

A	To Certify to III.A, Initial Here: _____	I certify my jurisdiction/organization did not expend over $500,000 in Federal or State funding during FY 2013 so no A-133 audit was necessary or obtained.
B	To Certify to III.B, Initial Here: _____	I certify my jurisdiction/organization expended over $500,000 in Federal or State funding in FY 2013 and that the required reporting package has been/will be provided 1) to the Texas Department of Public Safety (TXDPS) and 2) to the Federal Clearinghouse.

IV. TEXAS REGIONAL RESPONSE NETWORK (TRRN)

To Certify to IV., Initial Here: _____ and check one of the two boxes at right	My jurisdiction/organization is registered with the Texas Regional Response Network (TRRN) and (check one): https://www.trrn.state.tx.us/TRRN/Tier01/Security/Signin.aspx ☐ A. My jurisdiction has entered all deployable equipment with a cost of $5,000 or more purchased with Homeland Security Grant funds into the TRRN. ☐ B. My jurisdiction does not have any deployable equipment with a cost of $5,000 or more purchased with Homeland Security Grant funds.

V. DUNS, CCR and FFATA

To Certify to V., Initial Here: _____	I certify my jurisdiction/organization has entered all required information, including FFATA/employee compensation, into the System for Award Management (SAM) and has an active registration status with no "Active Exclusion Records". (https://www.sam.gov/portal/public/SAM/)

VI. CRIMINAL HISTORY DISPOSITION REPORTING (If Applicable)

[illegible] reporting eligibility requirement will be applied to all SHSP sub-recipients. [illegible] January 1, 2013 will be eligible for [illegible] THSSAA [illegible] FY SHSP, CMPG, or UASI applications. Please [illegible] reporting statements below (initial only one box, A or B):

A	To Certify to VI.A, Initial Here: _____	My County has documented a 90% average disposition completeness rate for adult arrests and a 90% average disposition completeness rate for juvenile arrests under calendar years 2008-2012 as required by Chapter 60, Texas Code of Criminal Procedure.
B	To Certify to VI.B, Initial Here: _____	My County DOES NOT currently have a documented 90% average disposition completeness rate for adult arrests and a 90% average disposition completeness rate for juvenile arrests under calendar years 2008-2012, but my County intends to attain the required averages by August 1, 2014. I understand that sub-recipients within the County will not be Eligible for 2014 SHSP funds if the required averages are not achieved by the August 1, 2014 deadline.

Return completed form via email to SAA@dps.texas.gov

TEXAS DEPARTMENT OF PUBLIC SAFETY
TEXAS HOMELAND SECURITY STATE ADMINISTRATIVE AGENCY (THSSAA)

2013 ELIGIBILITY CERTIFICATION INSTRUCTIONS

- **Form:** Completion of the *2013 Eligibility Certification Form* is required by all potential sub-recipients to be eligible for 2013 Homeland Security Grant funds.
- **Required Signature:** This form must be signed by the chief elected official, chief executive officer, and/or chief financial officer. A sub-recipient may choose to have multiple signatories.
- **Return Instructions:** The certification form, and NIMS explanation letter (if required), must be emailed to the THSSAA at SAA@dps.texas.gov no later than **June 28, 2013**. Please submit the certification form and NIMS explanation letter (if required) together in one PDF document and in one email.
- **Subject Line/File Name:** Please use the following naming convention for the email subject line and document file name: "Jurisdiction/Organization Name-2013-Certification" (e.g. *Kerr County-2013-Certification;*)
- **Courtesy Copy:** A completed and signed copy also must be sent to your local COG if they require it. Contact the Homeland Security Grant program manager at your local COG for instructions.

I. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

Homeland Security Presidential Directive (HSPD)-5 requires Federal Departments and agencies to make adoption of NIMS by State, tribal, local governments and nongovernmental organizations (NGOs) a condition for Federal preparedness assistance through grants, contracts and other activities.

The NIMS Compliance Assistance Support Tool (NIMSCAST) is the web-based self-assessment instrument for Federal Departments and agencies as well as State, territorial, tribal, local governments to evaluate, report, and document their jurisdiction's progress and achievement of NIMS implementation activities.
Prior to allocation of any FY 2013 Federal preparedness awards, the Texas Homeland Security State Administrative Agency (THSSAA) must ensure compliance and/or alignment with the FY 2012 NIMS implementation plan. Accordingly, all sub-recipients must be 100% compliant with the FY 2012 NIMS Implementation Objectives and Metrics in NIMSCAST to be eligible to receive FY 2013 Homeland Security Grant funding or the THSSAA must document that the sub-recipient "has demonstrated sufficient progress in NIMS implementation."

2013 NOTE: The FEMA National Integration Center is currently working to integrate NIMSCAST into the Preparedness Capabilities Assessment System Tool (PrepCAST) portal. FEMA has indicated that "*the launch of NIMSCAST 5.0 will be delayed and that the National Integration Center cannot articulate a definitive timeframe for the next NIMSCAST launch.*" As a result, the THSSAA will rely on the eligibility certification from potential subrecipients until NIMSCAST 5.0 is available for THSSAA to complete validation checks of the 2012 NIMSCAST data.

II. EMERGENCY MANAGEMENT PLANS (INTERMEDIATE LEVEL)

Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period and must be at least at the Intermediate Level. Emergency Management Coordinators (EMCs) may now submit and check the level of their jurisdiction's emergency plans online through TDEM's ePlan application. Emergency Management Coordinators may register for the new ePlan application by contacting Amanda Rick at amanda.rick@dps.texas.gov or (512) 424-2450. The THSSAA will verify plans compliance with TDEM.

III. OMB CIRCULAR A-133 SINGLE AUDIT

Per 44 CFR 13.26, "*grantees and subgrantees are responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507); 31 U.S.C. 503, 1111; Executive Order 8248; Executive Order 11541; and revised OMB Circular A-133.*" Any sub-recipient expending $500,000 or more in Federal funds (all federal sources combined) or State funds (all state sources combined) during the prior fiscal year must obtain an OMB Circular A-133 Single Audit and provide a copy of the required reporting package to TXDPS and the Federal Clearinghouse (http://harvester.census.gov/sac/). Audits and reporting packages should be submitted to TXDPS via email at A133review@dps.texas.gov, or via U.S. Mail at Texas Department of Public Safety, P O Box 4087, Austin, Texas 78773-0001, and Attn: TDEM/A-133. Questions about A-133 audit submission requirements may be directed to Robert Newsom at 512/437-4742 or to the above email address.

IV. TEXAS REGIONAL RESPONSE NETWORK (TRRN)

The Texas Regional Response Network (TRRN) is a web-based application through the Texas Department of Public Safety (TXDPS), Texas Division of Emergency Management (TDEM). The function of the TRRN web application is to provide a central, web-based system to organize and coordinate resources in response to natural or man-made disasters.

- Any sub-recipient who has received Homeland Security Grant funding must be registered with TRRN.
- Any deployable equipment with a cost of $5,000 or more, purchased with Homeland Security Grant funds, must be entered into the TRRN.

Technical questions or comments concerning the TRRN website and its operations can be directed to Dan Walker 512/424-2549 dan.walker@dps.texas.gov or Jonathan King 512/424-7053 jonathan.king@dps.texas.gov.

V. DUN AND BRADSTREET DATA UNIVERSAL NUMBERING SYSTEM (DUNS), SYSTEM FOR AWARD MANAGEMENT (SAM), FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY ACT (FFATA)

Every Sub-recipient must have a DUNS number and active registration in SAM prior to submitting an application for Federal funding. Sub-recipients may verify if they have a DUNS number and/or may obtain a DUNS number via http://fedgov.dnb.com/webform/index.jsp or by calling (866) 705-5711. To ensure your SAM registration will be active at the time of award, please review and update your registration if needed (www.sam.gov). Sub-recipients are required to keep their SAM registration current, accurate, and complete though-out the grant performance period (2 CFR 25).

For those few Sub-recipients who received (1) 80% or more of their annual gross revenues from Federal awards, and (2) at least $25 million in annual gross revenues from Federal awards, and their executive compensation is not already available in the Securities and Exchange Commission or Internal Revenue Service public reporting systems, then the Sub-recipient must include names of their top five highest compensated executives and list their total compensation. See 2 CFR 170. Sub-recipients are required to provide all required SAM & FFATA Sub-award Reporting System (FSRS) information. For questions about the DUNS, SAM and/or FFATA reporting requirements, please contact your Chief Financial Officer.

VI. CRIMINAL HISTORY DISPOSITION REPORTING

Pursuant to Texas Code of Criminal Procedure article 60.14, the THSSAA, before allocating money to a County from any federal grant program for the enhancement of criminal justice programs, shall certify that the County has taken, or will take, necessary action to provide its criminal history records to the Texas Department of Criminal Justice and the Department of Public Safety. Prior to allocating any money to a County, the THSSAA will review the County's criminal history reporting performance for a 90% average disposition completeness rate for **adult** arrests and a 90% average disposition completeness rate for **juvenile** arrests under calendar years 2007-2011. If the County does not have a 90% average for each, the County will not be Eligible for 2013 Homeland Security Grant funds (some exceptions apply; e.g. OPSG and UASI). Information about reporting requirements and 5-year completeness percentages by County can be obtained by contacting Angie Kendall at angie.kendall@dps.texas.gov or 512/424-2471.

EXHIBIT "D"

STATEMENT OF WORK

STATEMENT OF WORK FOR PRACTICIPATING LAW ENFORCEMENT AGENCIES

In an effort to reduce border related crimes and assist in securing the County of Hidalgo, Texas and the United States border with the Republic of Mexico, the Hidalgo County Sheriff's Office, Hidalgo County Constable Departments, and participating local law enforcement agencies will enforce local and state laws within each agency's jurisdiction and will not enforce federal immigration laws on behalf of Customs and Border Protection/Border Patrol. Participating agencies will attain scheduling approval from Customs and Border Protection/Border Patrol prior to engaging in any work and shall forward said approval to County.

EXHIBIT "E"

Grant Budget

OPERATION STONEGARDEN 2012
TEXAS DEPARTMENT OF PUBLIC SAFETY

	ORIGINAL BUDGET		**2012 Supplemental**	**TOTAL**
Overtime	-		530,856.79	530,856.79
Fringe Benefits	-		23.41	23.41
Vehicle Maintenance				
Equipment Maintenance	-		-	-
Equipment	-		-	-
Fuel Cost	-		-	-
Mileage	-		-	-
Other				
Travel	-			-
TOTALS	-		**530,880.20**	**530,880.20**
FRINGE BENEFITS BREAKDOWN:				
FICA	-		-	-
Retirement	-		-	-
Unemployment Comp.	-		-	-
Workers' Comp.	-		-	-
TOTAL FRINGE BENEFITS	-		-	-

EXHIBIT "F"

Cost Reimbursement Request Form and SAA Bulletins

HIDALGO COUNTY
Operation Stonegarden FY 13
Agency Cost Reimbursement Request
TAB A - Signature Page

Applicant name:	
Project Title:	**2012 Operation Stonegarden**
Type of Reimbursement	
Date Submitted	
Reimbursement Period Start date:	
Reimbursement Period End date:	
Grant Year	**2012**

Point of Contact:

Name	
Title	
Organization	
Email	
Telephone	
Fax	

Certification Authority:

Name	
Title	
Organization	
Email	
Telephone	
Fax	

Certification AuthoritySignature

By signing this document you are acknowledging that you are aware that you may be audited by HIDALGO COUNTY, TX DPS and or DHS/FEMA to verify that this request is valid. Failure to provide correct information could result in the disallowance and subsequent repayment of the entire amount requested.

HIDALGO COUNTY
Operation Stonegarden FY 13
(Name of Police Dept)
Agency Cost Reimbursement Request
TAB B - Detailed Report

I. Operational Overtime

	Job Title/Name	Salary Hourly Rate at 100%	Hours of overtime	Overtime Rate	Total Overtime Charged	Total Fringe Benefit	$ Requested
1	Deputy/ Joe Bob	$19.05	2	$28.58	$57.16	$0.00	$57.16
2		$0.00	0	$0.00	$0.00	$0.00	$0.00
3		$0.00	0	$0.00	$0.00	$0.00	$0.00
4		$0.00	0	$0.00	$0.00	$0.00	$0.00
5		$0.00	0	$0.00	$0.00	$0.00	$0.00
6		$0.00	0	$0.00	$0.00	$0.00	$0.00
7		$0.00	0	$0.00	$0.00	$0.00	$0.00
8		$0.00	0	$0.00	$0.00	$0.00	$0.00
9		$0.00	0	$0.00	$0.00	$0.00	$0.00
10		$0.00	0	$0.00	$0.00	$0.00	$0.00
	TOTAL SALARIES						**$57.16**

II. Travel and Per Diem

	Job Title/Name	Total Travel Cost and event		
1			$0.00	
2			$0.00	
3			$0.00	
4			$0.00	
5			$0.00	
6			$0.00	
7			$0.00	
8			$0.00	
9			$0.00	
10			$0.00	
	TOTAL TRAVEL			**$0.00**

III Vehicle/Equipment Rentals

1		$0.00	
2		$0.00	
3		$0.00	
4		$0.00	
5		$0.00	
6		$0.00	
7		$0.00	
8		$0.00	
9		$0.00	
10		$0.00	
	TOTAL VEHICLE/EQUIPMENT RENTALS		**$0.00**

IV Vehicle/Equipment Maintenance

1		$0.00	
2		$0.00	
3		$0.00	
4		$0.00	
5		$0.00	
6		$0.00	
7		$0.00	
8		$0.00	
9		$0.00	
10		$0.00	
	TOTAL VEHICLE/EQUIPMENT MAINTENANCE		**$0.00**

HIDALGO COUNTY
Operation Stonegarden FY 13
(Name of Police Dept)
Agency Cost Reimbursement Request
TAB B - Detailed Report

V Mileage

Vehicle number plus number of miles @ what rate

1			$0.00
2			$0.00
3			$0.00
4			$0.00
5			$0.00
6			$0.00
7			$0.00
8			$0.00
9			$0.00
10			$0.00
	TOTAL MILEAGE		**$0.00**

VI Fuel Cost

Vehicle Number, amount of fuel @ what rate

1			$0.00
2			$0.00
3			$0.00
4			$0.00
5			$0.00
6			$0.00
7			$0.00
8			$0.00
9			$0.00
10			$0.00
	TOTAL FUEL COST		**$0.00**

VII Equipment

Item Description

1			$0.00
2			$0.00
3			$0.00
4			$0.00
5			$0.00
6			$0.00
7			$0.00
8			$0.00
9			$0.00
10			$0.00
	TOTAL EQUIPMENT		**$0.00**

TOTAL Operational Overtime	**$57.16**
TOTAL Travel and Per Diem	**$0.00**
TOTAL Vehicle/Equipment Rentals	**$0.00**
TOTAL Vehicle/Equipment Maintenance	**$0.00**
TOTAL Mileage	**$0.00**
TOTAL Fuel Cost	**$0.00**
TOTAL Equipment	**$0.00**
REIMBURSEMENT REQUEST TOTAL	***$57.16***

YOUR CITY NAME HERE
2013 OPERATION STONEGARDEN
OPSG 2013 Reimbursement Form (Individual)

GRANT #: EMW-2012-SS-00018-501

EMPLOYEE'S NAME	TITLE	HOURLY RATE

EMPLOYEE'S I.D. NUMBER

DATE	DESCRIPTION OF ASSIGNMENT	HOURS WORKED

(A) TOTAL HOURS WORKED	
(B) OVERTIME RATE	
(A*B) TOTAL COMPENSATION	
FICA	
RETIREMENT	
WORKER'S COMP	
UNEMPLOYMENT	
TOTAL REIMBURSABLE COSTS	

This is true and correct and to the best of my knowledge

EMPLOYEE (Print Name)	EMPLOYEE SIGNATURE

SUPERVISOR	CHIEF ADMINISTRATOR

Cost Reimbursement
Request Instructions

1) The participating Police Department shall submit a Cost Reimbursement Request due on or before the 15th of each month for the previous month. Reimbursement Request received after the deadline will not be processed until the following month

I. **Operational Overtime** – Enter the title and name of the officer participating in the Operation Stonegarden project along with hourly rate, overtime rate and total amount of fringes attributed to the overtime amount. (Only FICA, Workman's Compensation, Retirement, and Unemployment Compensation will be reimbursable.)

(1) Submit copies of time sheets with all required signatures, copies of general ledger and/or payroll distributions reports & proof of payment (i.e. copies of checks) from the Police Department's or City's Financial Management System to support the amount of Operational Overtime being requested.

II. **Travel and Per Diem** – Enter the title and name of the officer along with a brief description of the purpose of the travel and the amount incurred.

(2) Summit copies of travel supporting documentation (i.e. purpose of travel, proof of attendance) with all appropriate and required signatures and proof of payment (i.e. copies of general ledger and copies of checks).

III. **Vehicle/Equipment Maintenance** – Enter a brief description of the type of expenditure incurred, invoice number and amount. (List each invoice separately.)

(3) Submit copies of all invoices and proof of payment (i.e. copies of general ledger and copies of checks).

IV. **Mileage** – Enter the vehicle identification number (as identified by local police department) along with the number of miles and rate of the total dollar amount per vehicle.

(4) Submit copies of mileage logs identifying mileage at beginning of trip and mileage at end of trip along with the total miles traveled supported by all appropriate and required signatures.

V. **Fuel Cost** – Enter the vehicle identification number (as identified by the local police department along with the number of gallons and rate per gallon and

the total amount per vehicle). Note: The same vehicle can be entered multiple times depending on the different rates used.

(5) Submit copies of documentation supporting the amount of fuel consumption and rate with all appropriate and required signatures and/or copies of actual fuel costs along with proof of payment (i.e. copies of general ledger and copies of checks, if applicable).

VI. **Equipment** – Enter a brief description of the equipment purchased along with the invoice number and amount. (List all invoices separately).

(6) Submit copies of all invoices and proof of payment (i.e. copies of general ledger and copies of checks). In addition, attach a printout indicating a debarment check was done prior to each purchase. (See www.sam.gov). Submit a photograph depicting equipment purchased, identification number/serial number, and proof of tagging. Tagging must be accomplished according to SAA Information Bulletin No. 12-004, which was issued on May 24, 2012, and is attached and incorporated herein for all purposes.

a. Total for all categories arriving to the total amount of the Cost Reimbursement Request.
b. Enter the Police Department's name.
c. Enter additional information pertaining to the Cost Reimbursement Request being submitted.
d. Point-of-Contact - Complete the Point-of-Contact and Certification Authority information

2) Reimbursement packages can be mailed or submitted in person to:

Hidalgo County Auditor's Office
2808 S. Business Highway 281
Edinburg, Texas 78539-6243

3) Electronic copies of supporting documentation will also be accepted; however, the Cost Reimbursement Request must be an original signed with blue ink.

4) If the Cost Reimbursement Request is not legible, contains incomplete information, or lacks required signatures and/or supporting documentation, it will be returned for correction before processing.

5) The Police Department/City must submit a corrected Cost Reimbursement Request and/or pending documentation no later than the following month's deadline.

6) For any budget category expenditure being submitted for reimbursement, a copy of the Police Department's/City's written policies on overtime, travel and per diem, mileage

and procurement procedures should be submitted with the first Cost Reimbursement request.

7) Hidalgo County reserves the right to request additional information and documentation on expenditures and procedures to verify whether a cost is allowable and to satisfy audit requirements.

8) The Police Department/City must have all purchases paid and submitted by January 30, 2015.

TEXAS DEPARTMENT OF PUBLIC SAFETY

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SAA Information Bulletin
No. 12-003
June 29, 2012
(REVISED) August 2, 2013

To: Texas Regional Councils
Texas Association of Regional Councils
All Texas State Homeland Security Grant Program Points of Contact
Urban Areas Security Initiatives (UASI) Points of Contact

From: Machelle Pharr
Deputy Assistant Director

Subject: Federal Debarment and the Excluded Parties List System

Effective Date: August 2, 2013

Purpose

In an effort to provide assurance to the Federal Government that the State of Texas and its sub-recipients comply with Federal Executive Order12549, 44 CFR § 13.35 ("Subawards to debarred and suspended parties"), and the Texas Uniform Grant Management System (UGMS), the Texas Department of Public Safety/Texas Homeland Security-State Administrative Agency requires all Homeland Security Grant Program subrecipients (to include all programs administered by the TXDPS/THS-SAA) check the debarment status of all vendors before contracting with or making any purchases with funds from any federal grant.

The Excluded Parties Listing Systems (EPLS) is an electronic database of parties excluded from federal procurement and non-procurement programs and is located at https://www.SAM.Gov. The EPLS identifies those parties excluded throughout the U.S. Government (unless otherwise noted) from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and nonfinancial assistance and benefits.

The TXDPS/THS-SAA requires Subrecipents to develop a written policy and procedure in order to ensure that the EPLS system is utilized. A sample policy and procedure has been provided below. These provided samples are intended as a guide but can be modified and adopted:

Policy

Prior to procuring or entering into contract(s) for any goods/services, the subrecipient must check the debarment status of the vendor using the EPLS system (https://www.SAM.Gov) and document that

verification has occurred. This policy applies to the procurement of all good(s) or service(s) regardless of unit price or quantity.

Furthermore, because vendors are being removed and new ones added on a daily basis, subrecipients will be required to verify the vendor before issuing a new purchase order, blanket purchase order, contract or single time purchase.

If verification has been performed prior to entering into multiple invoice or multiple billing period contracts, such as a yearly wireless phone subscription, then verification is not required prior to making each payment to the vendor. However, verification should be performed prior to extending, renegotiating a follow-on contract, or entering into a new contract.

Each Jurisdiction must have a written policy that includes the verification of vendors using the ELPS system prior to procuring or entering into contract(s) for any goods/services.

Each jurisdiction is required to include the EPLS verification with reimbursement or advance requests submitted after August 26, 2013 as part of the supporting documentation.

Example Policy:

The County/City Purchaser shall verify debarment status of all vendors prior to utilizing Homeland Security funds, using the EPLS system (https://www.SAM.Gov)

Procedures for Documentation

Each subrecipient must be able to provide evidence that the debarment status of vendors has been verified before funds have been committed for a purchase or contract to the vendor. For purposes of HSGP reimbursements and advances a screen print of the SAM.Gov page indicating the vendor is not debarred provides that evidence.

Example Procedures:

Before Homeland Security funds may be spent, the County/City purchaser will:

1. Go to the EPLS Website (https://www.SAM.Gov).
2. The County/City Purchaser or their agent will search the EPLS system for the vendor.
3. If the vendor is found to be debarred, the vendor may not be used for procurements utilizing Homeland Security Grant Funds.
4. If the vendor is found not be debarred, print the screen page and retain with the procurement documentation.
5. A copy of the screen print indicating the vendor is not debarred, at the time of the procurement, must be included with the supporting documentation submitted to the Texas Homeland Security State Administrative Agency requesting reimbursement or advance.

SAA Monitoring

During monitoring and reviews, subrecipients must be able to provide proof of a written policy requiring verification of debarment status. Records of vendors verified should be retained for audit purposes (maintain a copy of the screen print verification from the EPLS website) throughout the record retention period for the particular grant.

*Texas Uniform Grant Management System (UGMS) III. State Uniform Administrative Requirements For Grants and Cooperative Agreements Subpart C—Post-Award Requirements____.35 **Subawards to debarred and suspended parties.**

"Grantees and subgrantees must not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." **A current list of "Parties Excluded from Procurement and Nonprocurement Programs" may be obtained from the federal General Services Administration in electronic form via modem or on the internet at http://www.EPLS.GOV State agencies are prohibited by the state appropriations act from purchasing goods or services with appropriated funds "from companies which have been found, in a judicial or state agency administrative proceeding, to be guilty of unfair business practices." The restriction on such purchases remains in effect for one year from the date of the determination of guilt.**

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SAA Information Bulletin
12-004
May 24, 2012
Revised
April 8, 2014

To: Texas Regional Councils
Texas Association of Regional Councils
All Texas State Homeland Security Grant Program Points of Contact

From: Machelle Pharr
Deputy Assistant Director

Subject: Tagging and Inventory Requirements for Homeland Security Funded Equipment

Purpose: This information bulletin replaces GDEM-SAA Information Bulletin (IB) No. 2, dated August 10, 2006. This IB takes effect as of the revised date listed above. In an effort to clarify the 44 CFR 13.32 requirements that all Homeland Security Grant Program sub-recipients must follow with regards to the equipment tagging and inventory requirements, the following guidance is provided.

Definitions

Capital Asset - personal property costing $5,000.00 or greater per-unit and having an estimated useful life of greater than one year.

Controlled Asset - an asset that has a per-unit cost of less than $5,000.00, however due to its high-risk nature, must be tracked regardless of per unit cost. The following is a list of Controlled Assets.

Controlled Asset Description	Authority
• Stereo Systems	(UGMS, SPA)
• Cameras including Still, Digital, and Video	(UGMS, SPA, THSSAA)
• Facsimile Machines	(UGMS)
• TVs, VCRs, DVRs, and DVD Players	(UGMS, SPA)
• Cellular and Portable Telephones	(UGMS, THSSAA)
• Desktop CPU – Apple and non Apple	(SPA, THSSAA)
• Portable CPU – Apple and non Apple-including Tablet Devices	(SPA, THSSAA)
• Printer – Portable and non portable	(SPA,THSSAA)
• Data Projectors	(THSSAA)
• GPS Devices	(THSSAA)
• Communications Equipment	(THSSAA)
• Hand Held and Vehicle Mounted Radios	(THSSAA)

- Hand Held Imaging Units (THSSAA)
- Night Vision Optics, Spotting Scopes, and Binoculars (THSSAA)
- Trailers (THSSAA)
- Generators (THSSAA)
- CBRNE Detection Equipment (THSSAA)

UGMS = Uniform Grant Management Standards
SPA = State Property Accounting System
THSSAA = Texas Homeland Security State Administrative Agency

Equipment Inventory Management

A control system must be in place to ensure adequate safeguards to prevent loss, damage, or theft of the asset. Any loss, damage, or theft shall be investigated (44 CFR 13.32). All sub-recipients must comply with the following Equipment Management guidance:

Equipment Inventory Requirements

Asset records must be maintained and a physical inventory and reconciliation of Homeland Security grant funded assets must be accomplished at a minimum of once every two years as required by grant guidance. THSSAA requires sub recipients to track and record all required grant-funded Capital Assets and Controlled Assets in an inventory system. All assets acquired by the jurisdiction including capital and controlled (regardless of age) are to remain on the jurisdiction's inventory until final disposition has occurred.

Sub recipient inventory systems must contain the following information:

1. A description of the asset
2. A serial number or other identification number
3. The source of asset
4. Who holds title
5. The acquisition date
6. Cost of the asset
7. Percentage of federal participation in the cost of the asset
8. The location
9. Use
10. Condition of the asset
11. Any ultimate disposition data including the date of disposal and sale price of the asset
12. Control or inventory number

(Reference: A-133 Compliance Supplemental, 44 CFR 13.32, UGMS)

Tagging Requirements

1. All Homeland Security Grant-funded Capital assets over $5,000.00 in unit price and all controlled assets must be tagged.

2. Tagging is considered acceptable when it can be removed only through considerable effort or intentionally.

3. Asset tags must contain the following data:

    a.. Jurisdiction's name

b.. Tag sequence number

Example: "Bear County –No. 00025"

Remember: When practical, the equipment should be marked "Purchased with Funds Provided by the U.S. Department of Homeland Security".

4. The asset tag sequence number must be reflected as a column in the Jurisdiction's master inventory listing and must correspond with the asset data.

5. The sub-recipient must consider the placement of the asset identification tag for ease of access during inventory and inspections. If an asset is constructed of material that does not allow for a tag to be applied (e.g. rubberized, fabric), the Sub-recipient should use other means of tagging such as a permanent maker or engraving. If an asset's size does not allow for a tag to be applied (e.g. night vision optics), the Sub-recipient should place the tag on the storage container for that asset. Hand held radios can often be tagged under the battery. It is not necessary to deface an asset when applying a tag.

6. In the event that an asset is found to have its tag defaced or damaged to the point where number recognition is impossible, the jurisdiction should replace the identification tag assigned and affix a new one to the equipment. Lastly, update the master inventory list to reflect the new asset tag. A cross reference on the old record should also be made to provide an audit trail.

7. For disposition, please refer to 44 CFR 13.32 (e)

Annual Inventory Control Requirement

All sub recipients that have Homeland Security assets that have not been disposed of and carried on their inventory system, are required to complete an annual inventory control certification form. The form provides for certification that the jurisdiction has completed a full physical inventory and reconciliation of Homeland Security assets within the past two years. The form must be submitted and received at the THSSAA by **June 30th** each year. You must initial all four components and complete the fifth component to be fully compliant.

Jurisdictions who fail to submit the form by the due date are deemed non-compliant and subject to suspension as outlined in 44 CFR § 13.43(a) (1)-(4) and will result in holding of reimbursements until the certification form is received.

The inventory certification form is located at:
http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm

Forms can be submitted either by fax to: 512-206-3137 or e-mail to: saamonitoring@dps.texas.gov.

TEXAS DEPARTMENT OF PUBLIC SAFETY
TEXAS HOMELAND SECURITY STATE ADMINISTRATIVE AGENCY (THSSAA)

ANNUAL INVENTORY CONTROL REQUIREMENT

Name of Jurisdiction:	Date:

INSTRUCTIONS: Please initial on the left to certify each of the following statements. All four sections must be certified to be fully compliant. Please return completed document by June 30 to THSSAA monitoring at:
Fax-512-206-3137 or email SAAmonitoring@dps.texas.gov

I. Controlled and Capital Assets Acknowledgement

Initial here to certify:	My jurisdiction has listed all required homeland security grant funded assets on our local inventory in accordance with THSSAA information Bulletin No. 12-004. http://www.txdps.state.tx.us/director_staff/saa/documents/saa12-004.pdf

II. Tagging of Grant Funded Assets

Initial here to certify:	My jurisdiction has tagged all Homeland Security grant funded assets in accordance with THSSAA Information Bulletin No. 12-004 including the name of the jurisdiction and a unique identifying number.

III. Equipment Inventory Requirements

Initial here to certify:	My jurisdiction maintains a physical inventory of Homeland Security grant funded assets and captures the following information for all equipment in accordance with THSSAA Information Bulletin 12-004. A. Description of the asset B. Serial number or other identification number C. Source of the asset D. Who holds the title E. Acquisition date F. Cost of the asset G. Percentage of federal participation in the cost of the asset H. Location I. Use J. Condition of the Asset K. Any ultimate disposition data including the date of disposal and sale price L. Control or Inventory Number *(Reference: A-133 Compliance supplemental, 44 CFR 13.32, UGMS)*

IV. PHYSICAL INVENTORY RECONCILIATION

Initial here to certify:	My jurisdiction has completed a full physical inventory and reconciliation of assets within the last 24 months in accordance with regulations. Our last physical inventory was conducted:

V. AUTHORIZED SIGNATURE(S)

Print Name of Jurisdiction/Organization	
Printed Name of Chief Elected Official, Chief Executive Officer, Or Chief Financial Officer	
Title (Judge, Mayor, ED, City Manager, CFO)	
Signature	
Date	

This form is located at: http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm

IB 12-004 Form (Rev 4/2014)

TEXAS DEPARTMENT OF PUBLIC SAFETY

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SAA Information Bulletin
No. 11-005
June 2, 2011
REVISED August 2, 2013

To: All Councils of Government
All Texas State Homeland Security Grant Program Points of Contact
All Urban Area Security Initiative (UASI) Points of Contact

From: Machelle Pharr
Deputy Assistant Director

Subject: Supporting Documentation for Grant Expenditure Reimbursement Request

Effective Date: August 2, 2013

This information bulletin provides guidance as to what is considered acceptable documentation in support of expenditures for which reimbursement is requested. This revision supersedes revised SAA Information Bulletin 11-005 issued July 31, 2012. This Information Bulletin encompasses necessary supporting documentation to be submitted by sub-recipients of Homeland Security grant funds seeking reimbursement from the Texas Homeland Security State Administrative Agency (THSSAA) for grant-related expenditures.

All expenditure requests must have THSSAA approval prior to purchase. Requests for reimbursement should be submitted to the THSSAA at the earliest possible opportunity. This will allow for the THSSAA to draw down funds in a timely manner. All minimum supporting documentation requirements must be met when submitting expenses to the THSSAA for reimbursement. Omitting the proper supporting documentation will result in delay and possible denial of the reimbursement request. See the attached matrix for a list of documentation requirements.

Three Way Match: Generally Accepted Accounting Principles require that expenditures be properly supported. When assembling documents for payment of goods and services, the three way match rule should be followed. The three-way match requires an invoice, a purchase order and either a packing slip or a receiving report.

Three Way Match refers to the comparison of the quantities, price per unit, terms, etc. appearing on the vendor's invoice to the information on the purchase order, and to the quantities actually received.

> Chapter II, ATTACHMENT A, Section C paragraph I.j.of the Uniform Grant Management Standards (UGMS) states: "Be adequately documented. Documentation required may include, but is not limited to, travel records, time sheets, invoices, contracts, mileage records, billing records, telephone bills and other documentation that verifies the expenditure amount and appropriateness to the grant."

To eliminate errors, the purchase order and packing slip (if provided by shipper) should be stamped as received, with the initials of the individual verifying the quantities received. If a receiving report is used, it should reference the Purchase Order number. The invoice should be matched to the packing slip and purchase order to ensure the quantities ordered were received and invoiced at the agreed upon price. The invoice should be notated to indicate it was paid, the date paid, and with a reference to a check number, Automated Clearing House (ACH) routing number, or other means of payment used.

Purchase Orders: The THSSAA recognizes there may be limitations in the procurement processes followed by some entities. If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official or individual who signed the grant award documents stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity.

Once this certification is received at the THSSAA, the entity must have a person sign and date invoices and indicate the item(s) were received. This is in place of matching the item(s) from the packing slip to a purchase order and invoice. When the reimbursement request is submitted to the THSSAA, a comment should be made in the Notes section of SPARs that this entity does not issue purchase orders and certification is on file with the THSSAA.

If the entity later begins issuing purchase orders or purchase agreements, they should notify the THSSAA and provide a copy of the local policies and procedures.

When contracts are being used in lieu of a Purchase Order, ensure the procurement process is accomplished in accordance with the Uniform Grant Management Standards Part III Subpart C.___.36; 44 CFR Ch 1 § 13.33 and § 13.36; and, any jurisdictional procurement policies.

Sub-grantees are also referred to THSSAA Information Bulletin No. 11 dated March 3, 2009 regarding Sole Source procurement requirements.

The three way match will work for purchases of most goods and services. However, contracts that include deliverables should be supported by certification the deliverable received complied with the contract specifications.

To ensure compliance with the Executive Order 12549 "Debarment and Suspension", any request for reimbursement or hardship advance must be supported by proof the vendor or contractor is not listed on the Excluded Parties List System (EPLS) prior to making the purchase or entering into a contract. To confirm the vendor is not on the list, the sub-recipient must print a copy of the search

results from the EPLS (https://www.SAM.gov/) and retain the results. The verification must be provided to the THSSAA as part of the supporting documentation when requesting reimbursement or an advance effective with any request submitted after August 23, 2013. This requirement is applicable to all procurements or contracts for goods or services related to Homeland Security Grants. See also SAA Information Bulletin 12-003.

Grant Matching Requirements. For grants that require proof of match, supporting documentation should contain sufficient detail to ensure Grant Coordinators can be assured the expenditure meets the match requirements. Grant guidance should be followed in determining allowability. If any questions arise, they should be directed to your Grant Coordinator.

Travel: Travel should be in accordance with the local travel policies of the employee's jurisdiction. If the jurisdiction does not have a written policy, then the Federal guidelines presented on the GSA website must be followed.[1]

In addition to the above, Travel expenditures require other special considerations and documentation.
Travel expenses must be supported by sufficient information to determine:

1. the travel was approved before commencement;
2. expenses incurred are allowable;
3. expenses above the generally allowed amounts were approved prior to commencing travel; and,
4. how the travel supports the grant.

For out-of-state travel, specific written approval is required from the Chief Elected Official/Chief Executive Officer or their properly designated representative. The information required of in-state travel is also required for out-of-state travel.

International travel requires specific written approval from the THSSAA and the Department of Homeland Security Program Directorate. Travel requests for international travel should be submitted in letter format with sufficient justification to ensure the necessity is clearly understood.

In all cases, any request for travel must be approved prior to commencement of the travel. Failure to obtain this approval may result in denial of the reimbursement.

Payroll Reimbursement: Reimbursement of payroll cost for backfill or overtime must be supported by timesheets and proof of payment to the employee. Copies of the payroll journal certified by the Payroll Officer or Chief Financial Officer may be submitted as proof of payment for payroll cost.

The attached table provides minimum supporting documentation requirements acceptable for submission to THSSAA for reimbursement.

In addition, jurisdictions receiving Operation Stonegarden funds are referred to SAA Information Bulletin 12-005 for additional information and guidance.

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[1] Go to the following link for general rules for Per Diem expenses:
http://www.gsa.gov/portal/ext/public/site/FTR/file/Chapter301p011.html/category/21868/#wp1089939

If you have any questions regarding this guidance, please contact the THSSAA Grant Technician for your region.

Category	Acceptable Supporting Documentation and Other Key Documen ation Reminders
General	• Submissions for reimbursement should be limited to ten (10) line items or less per reimbursement request submission. • Do not mix projects on a submission. • Do not combine and resubmit denied submissions. • Do not submit multiple reimbursement requests for the same invoice, unless they are for -different projects. • Omitting the proper supporting documentation will result in denial of the reimbursement request. • **If the Sub-grantee enters into an agreement with others using Federal Grant Funds, the Sub-grantee must ensure the other parties understand they are bound by the same documentation rules as the Sub-grantee.** • For all goods and services a receiving report or signature of the individual receiving the goods or services and date received must be reflected on the Purchase Order or invoice. For Procurement Card purchases Purchase Orders are not required to be submitted if Purchase Orders are not required by local rule for that type of purchase. • If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official or individual who signed the grant award documents stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity. Not using purchase orders or purchase agreements does not relieve the entity from ensuring vendors used are not on the Excluded Parties List (EPLS). • **Evidence of verification the vendor used was not on the debarred list must be obtained by printing the Excluded Parties List (EPLS) search results from https://www.SAM.gov prior to making the purchase or issuing a contract. The results must be submitted as part of the supporting documentation when requesting reimbursement or an advance for goods or services. This requirement applies to all reimbursement or advance request submitted to the Texas Homeland Security State Administrative Agency (THSSAA).** • Please submit your signed submission cover sheet and the supporting documentation by either scanning all documents into SPARS or by emailing the coversheet and supporting documentation to SAA_RR@txdps.state.tx.us or fax to 512. 206-3137. (Please note there is an underscore between SAA and RR.) If you only submit the Signed Submission Coversheet by email or fax, indicate on the coversheet that the supporting documentation was uploaded in SPARS • If you do not have scanning capabilities, you may fax your Signed Submission Cover sheet with the supporting documentation to (512) 206-3137 to the attention of your Grant Technician. • * Options other than the cancelled check: You may submit a copy of the non-negotiable bank instrument in lieu of a cancelled check, but it must be accompanied by the detailed general ledger or equivalent report showing payment to the vendor.
Salary	• Copy of the payroll journal for the period reimbursement is being requested, listing the individual's name, and rate of pay. The page should also be certified by the Payroll Officer. (Redact SSN) • For overtime, copies of timesheets and work schedules must be provided. • For new hires, a copy of the job description must be submitted with the first request for reimbursement that includes the new hire.
Travel	• As prescribed by UGMS and 44, CFR local travel rules apply if established. If not, the Federal guidelines shown on the GSA website apply. • Written travel authorization documenting approval by the local entity prior to commencement of the travel • Travel voucher with all supporting documents required by local travel rules (i.e., airline ticket, gasoline receipts, meal receipts, transportation receipts, lodging receipts, tips, and the written approval.) • Accounting ledger/budget report listing indicating payment. • Effective for travel commenced after July 20, 2012, lodging cost in excess of Federal Per-diem rates will not be reimbursed unless the local authority has approved the higher rate prior to commencement of travel. • All out-of-state travel must be pre-approved by the local elected official, or the elected officials' designee, prior to commencement. Foreign travel must be approved by SAA and DHS prior to commencement.
Supplies	• Three way match (invoice, purchase order, receiving report).The invoice should be stamped paid and reference to, either a check number, ach routing number, or the means of payment used, and date. • Copy of the cancelled check.* • If the three way match information is not available the following should be provided: - Accounting ledger/budget report/cancelled check - Invoice marked paid and signed by the receiving individual and that all items were received. - A copy of the credit card statement reflecting the purchase and the cancelled check paying the balance. * • If an order is made via the internet and payment is made by credit card, provide a copy of the internet receipt and the confirmation email.
Equipment	Must be preapproved by SAA prior to purchase.

	• The purchase order or contract used for procurement of equipment must provide a full description of the equipment item(s) • Any Interoperable equipment such as radio/repeaters/based stations/consolettes/towers must include the approval of the State Wide Interoperable Communications Officer (SWIC) • Ensure compliance with the Federal Environmental Planning and Historical Preservation (EHP) program before procurement. • The EPH forms can be downloaded from the FEMA website at: http://www.fema.gov.government/grant/bulletins/index/shtm
Contract Services	• The first reimbursement request must contain a copy of the signed contract and the verification of debarment. ♦ If subsequent contract amendments change the scope and/or the amount, the revised signed contract must be submitted for the first reimbursement request subsequent to the amended contract. • Copy of the cancelled check and the vendor invoice reflecting the contract number.* • If deliverables are required by the contract, the reimbursement request must identify the deliverable and the vendor invoice must specifically reflect the deliverable being invoiced. • Accounting ledger/budget report listing/cancelled check • All payments for contractual services must reflect a date within the grant performance period. If the invoice reflects services outside the performance period, reimbursement will be denied.
Conferences/ Workshops/ Training	• Copy of the registration form and training certificate Name of the conference or workkshop • Inclusive dates of the training/conference workshop • Location of the event • Name(s) of the attendee(s) • For payments made by credit card, a credit card statement reflecting the charge and a copy of the cancelled check or EFT reflecting the payment of the credit card statement.* • Backfill charges must have: -the name of the individual used as a backfill -a breakdown of the amount and how it was derived -documentation supporting this information • If training reservation is made via the internet and payment is made by credit card, provide a copy of the internet receipt and the confirmation email. The purchase order should also be provided.
Exercises	• Name, type of exercise and location • Certificate from exercise, if offered. If a certificate is not offered, a copy of the order to participate in the exercise • Accounting ledger/budget report with attendee's name

Operating Expenses	• Postage, printing, communications, rental software, etc. Use the Cost Reimbursement Form (CRF) and supporting documentation identifying each charge for which reimbursement is being requested. For salaries, copies of the timesheets and proof of payment must be submitted. All other costs must be supported with the same documentation identified in the supplies and equipment areas above. Direct charges for phones, office supplies, equipment, etc., that are easily identified and relating to the operation of the COG must be supported by invoices, proof of receipt, and proof of payment. Indirect cost, where the costs are allocated based on approved indirect cost plan should be supported by a copy of the General Ledger.
	• If requesting reimbursement for indirect cost, provide a copy of the approved Indirect Cost Plan. Only one copy of the plan is needed unless the basis of the costs changes. Afterwards, provide a copy of each year's approval letter with the rates.
For jurisdictions receiving Operation Stonegarden Funds, please refer also to the HSSAA Information Bulletin 12-005	

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SAA Information Bulletin
No. 12-005
July 31, 2012

To: All Sub-recipients of Operation Stonegarden Grant Program Funds
From: Machelle Pharr, Deputy Assistant Director

Subject: Operation Stonegarden Grant Program

This information bulletin provides additional guidance in support of expenditures for which reimbursement is being requested under the Operation Stonegarden Grant Program. The content of this bulletin is effective July 31, 2012. This Information Bulletin supersedes TDEM-SAA Information Bulletin #15 issued January 11, 2010.

The Texas Homeland Security State Administrative Agency (THSSAA) is responsible for ensuring all expenditures, for which reimbursement is being requested, are reasonable, allowable and allocable. The THSSAA is guided by Office of Management and Budget (OMB) Circular A-87 in making this determination.

Chapter II, ATTACHMENT A, Section C paragraph 1.j of the Texas Uniform Grant Management Standards (UGMS) requires expenditures to be adequately documented. The reference states: "Documentation required may include, but is not limited to, travel records, time sheets, invoices, contracts, mileage records, billing records, telephone bills and other documentation that verifies the expenditure amount and appropriateness to the grant."

Operation Stonegarden Grant recipients are prohibited from obligating or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific or modified county level or equivalent Operational Order/Frag Operations Order with embedded estimated operational budget has been reviewed and approved by the appropriate U.S. Customs and Border Patrol (USCBP) Sector Representative, U.S. Customs and Border Patrol (CBP) Sector Headquarters (HQ), and the Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), Grant Development and Administration Division (GD&A) Program Analyst.

In addition, Operation Stonegarden Grant Recipients must have submitted the expenditure request into SPARs and obtained THSSAA approval prior to purchase or incurring an expense.

Sub-grantees are reminded that Operation Orders do not carry forward to a new grant. Each Operations Order is specific to the award and award year of the grant.

The U. S. Department of Homeland Security states that Operation Stonegarden funds may be used:

- to activate reserve State, local and Tribal law enforcement personnel
- to pay current part time law enforcement personnel salary bringing them to full time status
- for travel, per-diem and lodging to support up to a six (6) month deployment of law enforcement personnel to critical Southwest Border locations to support operational activities
- for fuel and/or fuel mileage reimbursement cap for operational activities
- for backfill costs for personnel supporting operational activities are allowable
- to support a request to the Governor to activate, deploy or redeploy specialized National GuardUnits/Packages and/or elements of State law enforcement to increase or augment Specialized/technical law enforcement elements operational activities
- to increase operational, material and technological readiness of State, local and Tribal law enforcement agencies.

However, prior to expending any OPSG funds, these categories must be included on an operations order that has been reviewed and approved by the appropriate USCBP Sector Representative, CBP Sector Headquarters (HQ), and the FEMA/GPD&A Program Analyst.

Sub-recipients are reminded that under FEMA grant guidance, no more than 50% of the amount of the award may be used for personnel costs (which includes, but is not limited to: overtime, backfill, and increasing capability by utilizing part-time and/or reserve law enforcement to support OPSG operational activities). This requirement may be waived at the discretion of the FEMA Administrator on a case by case basis, after receipt of a written request. The format for a waiver request can be found in Grant Programs Directorate Information Bulletin No. 321, dated July 09, 2009.

Payroll cost related to Operation Stonegarden funding is limited to operational overtime costs associated with law enforcement activities in support of border law enforcement agencies for increased border security enhancement; cost of bringing part-time employees up to full time; or, cost associated with backfill for personnel supporting operational activities. Overtime hours are determined based on the local jurisdictions written overtime policy. That policy must be applied consistently across all funding sources whether they are Federal, State or local. If the jurisdiction indicates they are using the Fair Labor Standards Act (FLSA) or Department of Labor rules for their overtime policy, those rules will be applied to the overtime hours reported in the reimbursement request. For overtime calculated under the FLSA, paid leave is not allowable in the calculation of overtime, including comp time. For sub-recipients that have an Interlocal Cooperative Agreement, a Memorandum of Understanding or any other form of contract with other jurisdictions, the overtime policies of the sub-recipient receiving the award from the THSSAA is the controlling factor in determining calculation of overtime. The jurisdictions entering into the interposal agreement will be reimbursed based on the awarded sub-recipients overtime policy.

Request for reimbursement of payroll cost must be supported by timesheets, and proof of payment to the employee. **Request for reimbursement of overtime, backfill or cost of bringing part-time employees up to full time, shall only be for positions specifically identified in the operations order.** Copies of the payroll journal certified by the Payroll Officer or Chief Financial Officer must be included for each payroll reimbursement request submitted. Payroll reimbursements should be submitted monthly based on the ending date of the payroll period. For consistency, we have provided a form for use in submitting payroll reimbursement requests. Use of this form and

submission of the proper supporting documentation will facilitate timely reimbursement. Submission of multiple months on the same request will result in the denial of the request. The request will be returned and a separate reimbursement request must be submitted for each month included on the original request.

Unless otherwise authorized by FEMA/DHS, jurisdictions may not claim both mileage and fuel/vehicle maintenance at the same time. Mileage reimbursement is designed to include the costs for vehicle maintenance. If fuel is claimed, then vehicle maintenance may also be claimed. However, you cannot claim fuel and maintenance in addition to mileage. Note that on any operations order, (1) mileage must be listed as a budget item by itself, but not fuel and vehicle maintenance OR (2) fuel and vehicle maintenance can be listed as budget items, but not mileage. The AEL codes for these categories, when submitting expenditure requests are as follows:

(21OS-01-MILE) Mileage reimbursement for select operational expenses
(21OS-01-FLSG) Fuel reimbursement for select operational expenses
(21OS-01-MRSG) Reimbursement for select operational expenses associated with maintenance of Stonegarden operational vehicles

Mileage reimbursements should be submitted monthly on the appropriate form. For consistency, we have attached a form to be used for mileage claims.

Local governments receiving a grant from the THSSAA are responsible for ensuring all subcontractors are aware of and follow all grant requirements.

For reimbursement of equipment, the equipment must be included in the budget narrative submitted to Customs and Border Patrol and Department of Homeland Security included on the approved Operations Order.

The THSSAA recognizes there may be limitations in the procurement processes used by some entities. If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official, or individual who signed the grant award documents, stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity.

Documentation submitted in support of the reimbursement request must be in accordance with THSSAA Information Bulletin 11-005 (Revised July 2012).

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SAA Information Bulletin
No. 12-007
July 31, 2012

To: All Sub-recipients of Operation Stonegarden Grant Program Funds
From: Machelle Pharr, Deputy Assistant Director

Subject: Operation Stonegarden Grant Program

This information bulletin provides additional guidance in support of expenditures for which reimbursement is being requested under the Operation Stonegarden Grant Program. The content of this bulletin is effective July 31, 2012. This Information Bulletin supersedes TDEM-SAA Information Bulletin #15 issued January 11, 2010.

The Texas Homeland Security State Administrative Agency (THSSAA) is responsible for ensuring all expenditures, for which reimbursement is being requested, are reasonable, allowable and allocable. The THSSAA is guided by Office of Management and Budget (OMB) Circular A-87 in making this determination.

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Operation Stonegarden Grant recipients are prohibited from obligating or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific or modified county level or equivalent Operational Order/Frag Operations Order with embedded estimated operational budget has been reviewed and approved by the appropriate U.S. Customs and Border Patrol (USCBP) Sector Representative, U.S. Customs and Border Patrol (CBP) Sector Headquarters (HQ), and the Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), Grant Development and Administration Division (GD&A) Program Analyst.

In addition, Operation Stonegarden Grant Recipients must have submitted the expenditure request into SPARs and obtained THSSAA approval prior to purchase or incurring an expense.

Sub-grantees are reminded that Operation Orders do not carry forward to a new grant. Each Operations Order is specific to the award and award year of the grant.

The U. S. Department of Homeland Security states that Operation Stonegarden funds may be used:

- to activate reserve State, local and Tribal law enforcement personnel
- to pay current part time law enforcement personnel salary bringing them to full time status
- for travel, per-diem and lodging to support up to a six (6) month deployment of law enforcement personnel to critical Southwest Border locations to support operational activities
- for fuel and/or fuel mileage reimbursement cap for operational activities
- for backfill costs for personnel supporting operational activities are allowable
- to support a request to the Governor to activate, deploy or redeploy specialized National GuardUnits/Packages and/or elements of State law enforcement to increase or augment Specialized/technical law enforcement elements operational activities
- to increase operational, material and technological readiness of State, local and Tribal law enforcement agencies.

However, prior to expending any OPSG funds, these categories must be included on an operations order that has been reviewed and approved by the appropriate USCBP Sector Representative, CBP Sector Headquarters (HQ), and the FEMA/GPD&A Program Analyst.

Sub-recipients are reminded that under FEMA grant guidance, no more than 50% of the amount of the award may be used for personnel costs (which includes, but is not limited to: overtime, backfill, and increasing capability by utilizing part-time and/or reserve law enforcement to support OPSG operational activities). This requirement may be waived at the discretion of the FEMA Administrator on a case by case basis, after receipt of a written request. The format for a waiver request can be found in Grant Programs Directorate Information Bulletin No. 321, dated July 09, 2009.

Payroll cost related to Operation Stonegarden funding is limited to operational overtime costs associated with law enforcement activities in support of border law enforcement agencies for increased border security enhancement; cost of bringing part-time employees up to full time; or, cost associated with backfill for personnel supporting operational activities. Overtime hours are determined based on the local jurisdictions written overtime policy. That policy must be applied consistently across all funding sources whether they are Federal, State or local. If the jurisdiction indicates they are using the Fair Labor Standards Act (FLSA) or Department of Labor rules for their overtime policy, those rules will be applied to the overtime hours reported in the reimbursement request. For overtime calculated under the FLSA, paid leave is not allowable in the calculation of overtime, including comp time. For sub-recipients that have an Interlocal Cooperative Agreement, a Memorandum of Understanding or any other form of contract with other jurisdictions, the overtime policies of the sub-recipient receiving the award from the THSSAA is the controlling factor in determining calculation of overtime. The jurisdictions entering into the interposal agreement will be reimbursed based on the awarded sub-recipients overtime policy.

Request for reimbursement of payroll cost must be supported by timesheets, and proof of payment to the employee. **Request for reimbursement of overtime, backfill or cost of bringing part-time employees up to full time, shall only be for positions specifically identified in the operations order.** Copies of the payroll journal certified by the Payroll Officer or Chief Financial Officer must be included for each payroll reimbursement request submitted. Payroll reimbursements should be submitted monthly based on the ending date of the payroll period. For consistency, we have provided a form for use in submitting payroll reimbursement requests. Use of this form and

submission of the proper supporting documentation will facilitate timely reimbursement. Submission of multiple months on the same request will result in the denial of the request. The request will be returned and a separate reimbursement request must be submitted for each month included on the original request.

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(21OS-01-MILE) Mileage reimbursement for select operational expenses
(21OS-01-FLSG) Fuel reimbursement for select operational expenses
(21OS-01-MRSG) Reimbursement for select operational expenses associated with maintenance of Stonegarden operational vehicles

Mileage reimbursements should be submitted monthly on the appropriate form. For consistency, we have attached a form to be used for mileage claims.

Local governments receiving a grant from the THSSAA are responsible for ensuring all subcontractors are aware of and follow all grant requirements.

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Documentation submitted in support of the reimbursement request must be in accordance with THSSAA Information Bulletin 11-005 (Revised July 2012).

EXHIBIT "G"

Weekly Report

HIDALGO COUNTY

Your Agency Name

OPERATION STONEGARDEN WEEKLY ACTIVITY REPORT

Date	Number of Officers worked	Hours worked (Shift)*	Location Worked	Outcome
7/6/2013	3	1800-0400	WEST- MISSION AREA	6 VEHICLE STOP, 2 CITATIONS, 4 WARNINGS
		SAMPLE		
Total	3			

TXDPS CONTRACT NO: 405-DIR-14-42928

EXHIBIT "H"

Activity Log

PLEASE TYPE IN YOUR CITY NAME
2013 OPERATION STONEGARDEN
GRANT #: EMW-2012-SS-00018-501

DAILY ACTIVITY REPORT

Date: _____ **Overtime Rate:** _____

Begining tour of duty: _____ **Ending tour of duty:** _____

Starting Mileage: _____ **Ending Mileage:** _____ **Total:** _____

Shift: _____ **Unit #** _____

Calls for Service: _____

Vehicle Stops: _____

Citations Issued: _____

Misdemeanor Arrests: _____

Felony Arrests: _____

Stolen Vehicles: _____

Pursuits: _____

IA turned over to BP: _____

Narcotics Seizures: _____

Non-Drug Seizures: _____

IA Intel Reports: _____

Consent to Search : _____

Cases Investigated: _____

Case Data Entry: _____

Administrative Duties: _____

Officer (Print) _____ **Title:** _____ **I.D. #** _____

Officer (Sign) _____ **Title:** _____ **I.D. #** _____

Supervisor: _____ **Title:** _____ **I.D. #** _____

PLEASE TYPE IN YOUR CITY NAME

Page ____ Of ____

OPSG 2013 Grant#: EMW-2012-SS-00018-501

(Patrol Deputy, Sgt., Lt., Investigator)

PLEASE PRINT LEGIBLY

UNIT #	10-41	START MILEAGE	10-42	END MILEAGE	TOTAL MILEAGE

1.)	SECTOR	:00 PM - :00 AM, Deputy engaged in enhanced patrol activities in a designated area
		which is a rural high crime area in support of the goals identified in Operation Stonegarden

2.)	TIME AM/PM	SECTOR	

3.)	TIME AM/PM	SECTOR	

4.)	TIME AM/PM	SECTOR	

5.)	TIME AM/PM	SECTOR	

6.)	TIME AM/PM	SECTOR	

Police Officer: (Print) _____ **I.D.#:** _____ **Date:** _____

Police Officer: (Signature) _____ **I.D.#:** _____ **Date:** _____

Supervisor: _____ **I.D.#:** _____ **Date:** _____

EXHIBIT "I"

Property Acquisition Form

EXHIBIT "I"

CITY NAME
2013 STONEGARDEN GRANT - PROPERTY ACQUISITION FORM
GRANT #EMW-2012-SS-00018-501

Description	Tag ID#	Serial or ID#	Source of Property	Title Owner	Acquisition Date	Cost	% of Federal/ State Participation in Cost of Property	Location	Use & Condition of Property	Disposal Date	Price Sold

To be submitted monthly with attached photos of all equipment showing ID tags.

TXDPS CONTRACT NO: 405-DIR-14-42928

Texas Department of Public Safety

2012 Sub-Recipient Agreement

for

Hidalgo County

Date of Award:
March 18, 2013

1. Sub-Recipient Name and Address	2. Prepared by: Phillips, Jeanette	3. Award Number: 12-SR 48215-01
Judge Ramon Garcia Hidalgo County 302 W. University Edinburg, TX 78539	**4. Federal Grant Information**	
	Federal Grant Title:	**Homeland Security Grant Program**
	Federal Grant Award Number:	EMW-2012-SS-00018-S01
	Date Federal Grant Awarded to TxDPS:	September 1, 2012
	Federal Granting Agency:	Department of Homeland Security FEMA Grant Programs Directorate

5. Award Amount and Grant Breakdown

OPSG Award Amount
(Federal)
CFDA: 97.067
$1,156,464.87

NOTE: Match requirement details can be found in the federal guidance for the grant named in Box 4 above.

Grant Period:

FROM:	TO:
Sep 1, 2012	Feb 28, 2014

(The SAA Must receive all invoices by the end of grant period)

6. Statutory Authority for Grant: This project is supported under the Department of Homeland Security Appropriations Act of 2010 (Public Law 111-83).

7. Method of Payment: Primary method is reimbursement.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred,suspended, proposed for debarment,en_US 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.2.8.9029.0

9. Agency Approval

Approving TxDPS Official:	Signature of TxDPS Official:
Machelle Pharr, Deputy Assistant Director State Administrative Agency Texas Department of Public Safety	M. Pharr

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:
Ramon Garcia County Judge	Ramon Garcia

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:	12. Date Signed :
74-6000717	4/2/13

13. DUE DATE: [illegible]

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

APPROVED BY
COMMISSIONERS' COURT
ON: 4/2/13

2012 TERMS AND CONDITIONS

Instructions:

The Sub-recipient shall:

1. *Fill in the information and sign the Grant Sub-Recipient Award;*
2. *Certify they have read and understand these Terms and Conditions;*
3. *Certify to the statements provided in Exhibits A, B, C and D located at the back of this document by filling in contact information and signing all exhibits, and*
4. *Return all documents via email to SAA_SRA@dps.texas.gov on or before the date provided in the transmittal letter and/or in this grant.*

Grant Sub-recipient Agreement

This Grant Sub-recipient Agreement (consisting of this 2012 Grant Sub-recipient Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Homeland Security State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "DPS/THSSAA," and the funds recipient, hereinafter referred to as the "Sub-recipient" or "Sub-grantee." Furthermore, DPS/THSSAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." This Grant Sub-recipient Agreement (SRA), or otherwise referred to herein as "this Grant" or "this Agreement", is only an offer until Sub-recipient returns the signed copy of this Grant on or before the date provided in the transmittal letter and/or in this Grant Sub-recipient Award.

The FY 2012 Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of Presidential Policy Directive – 8 (PPD-8) by supporting the development and sustainment of core capabilities to fulfill the National Preparedness Goal (NPG). HSGP funding shall be used for costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

The FY 2012 Nonprofit Security Grant Program (NSGP) funding plays an important role in the implementation of Presidential Policy Directive 8 (PPD-8) by supporting the development and sustainment of core capabilities to fulfill the NGP. NSGP provides funding for target hardening and other physical security enhancements and activities to nonprofit organizations that are at high risk of terrorist attack and located within one of the specific Urban Areas Security Initiative (UASI)-eligible Urban Areas. While this funding is provided specifically to high-risk nonprofit organizations, the program seeks to integrate nonprofit preparedness activities with broader State and local preparedness efforts.

Sub-recipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/THSSAA. If Sub-recipient issues subawards as part of this Grant project, Sub-recipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Sub-recipient agreement funds" as used in this Grant means funds provided by DPS/THSSAA under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Sub-recipient's funds" or match funds as used in this Grant means funds provided by the Sub-recipient.

Overview and Performance Standards

All allocations and use of funds under this Grant shall be in accordance with the FY 2012 Funding Opportunity Announcement (FOA) for the Federal Grant Title specified on this Grant, and such FY 2012 FOA is incorporated by reference herein. Sub-recipient shall read, understand and accept the FY 2012 Funding Opportunity Announcement as binding.

Standard of Performance. Sub-recipient shall perform all activities and projects entered into the DPS/THSSAA web-based grants management system which are approved by DPS/THSSAA. Any change to a project shall receive prior written approval by the appropriate local, regional and state-level grant administrator(s). Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:

1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"

3. Certifications, hereinafter referred to as "Exhibit C"

4. State of Texas Assurances, hereinafter referred to as "Exhibit D"

Failure to Perform. In the event Sub-recipient fails to implement the project(s) entered and approved in the DPS/THSSAA web-based grants management system, or comply with any provision of this Grant, Sub-recipient shall be liable to DPS/THSSAA for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/THSSAA is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.

Environmental Review

Sub-recipient shall assess its federally funded projects for potential impact to environmental resources and historic properties. Sub-recipient shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/THSSAA. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact. Sub-recipient shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and DPS/THSSAA will not authorize or release grant funds for non-compliant projects.

Sub-recipient, as soon as possible upon receiving its grant award, shall provide information to DPS/THSSAA to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/THSSAA for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Sub-recipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances. See FEMA Information Bulletin 329.

Sub-recipient shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings. Sub-recipient shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, Sub-recipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Sub-recipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Funding Obligations

A. DPS/THSSAA shall not be liable to Sub-recipient for any costs incurred by Sub-recipient that are not allowable costs.

B. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/THSSAA under this Grant shall not exceed the Total Award Amount listed on the Grant Sub-recipient Award.

C. Sub-recipient shall contribute the match funds listed on the Grant Sub-recipient Award.

D. Sub-recipient shall refund to DPS/THSSAA any sum of these grant funds that has been determined by DPS/THSSAA to be an overpayment to Sub-recipient or that DPS/THSSAA determines has not been spent by Sub-recipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. Sub-recipient shall make such refund to DPS/THSSAA within thirty (30) days after DPS/THSSAA requests such refund.

E. Notwithstanding any other provisions, the Parties hereto understand and agree that DPS/THSSAA's obligations under this Grant are contingent upon the receipt of adequate funds to meet DPS/THSSAA's liabilities hereunder, except as required by the Homeland Security Grant Program (HSGP). DPS/THSSAA shall not be liable to Sub-recipient for costs which exceed the amount specified in this Grant.

Performance Period

The performance period for this Grant is listed on the Grant Sub-Recipient Award. All goods and services shall be received within the performance period AND all reimbursement requests shall be submitted to DPS/THSSAA within the performance period. Sub-recipient shall have expended all grant funds and submitted reimbursement requests, and any invoices, in the DPS/THSSAA grant management system by the end of the performance period. DPS/THSSAA shall not be obligated to reimburse expenses incurred or submitted after the performance period.

Uniform Administrative Requirements, Cost Principals and Audit Requirements

Except as specifically modified by law or this Grant, Sub-recipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. 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 (the A-102 Common Rule);

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).

3. 44 C.F.R. Part 10, Environmental Considerations

B. Cost Principles

1. 2 C.F.R. Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)

2. 2 C.F.R. Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)

3. 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)

4. 48 C.F.R. Subpart 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

C. Audit Requirements

OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

D. Grant Guidance (Funding Opportunity Announcement)

Sub-recipient agrees that all allocations and use of funds under this Grant shall be in accordance with the applicable FY 2012 Funding Opportunity Announcement and supplemental resources for the HSGP currently available at http://www.fema.gov/pdf/government/grant/2012/fy12_hsgp_foa.pdf and the Nonprofit Security Grant Program (NSGP), http://www.fema.gov/pdf/government/grant/2012/fy12_nsgp_foa.pdf.

DHS Specific Acknowledgements and Assurances

Sub-recipient shall comply with the DHS Standard Administrative Terms and Conditions that are outlined in Part 6.1.1 – Financial Assistance Award Standard Terms and Conditions (January 10, 2011), which is incorporated by reference herein. DHS requires those standard terms and conditions which are approved by the Division of Financial Assistance Policy and Oversight to be applied to all financial assistance awards. Http://www.dhs.gov/xlibrary/assets/cfo-financial-management-policy-manual.pdf.

Sub-recipient acknowledges and agrees, and shall require any sub-recipients, subawardees, contractors, successors, transferees, and assignees to acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipient shall cooperate with any compliance review or complaint investigation conducted by DHS.
2. Sub-recipient shall give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to this grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Sub-recipient shall submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Sub-recipient shall comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three (3) years, Sub-recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Sub-recipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Sub-recipient, or Sub-recipient settles a case or matter alleging such discrimination, Sub-recipient shall forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Operation Stonegarden (OPSG) Specific Conditions

If Sub-recipient is receiving Operation Stonegarden (OPSG) funds, Sub-recipient is prohibited from obligating or expending OPSG funds provided through this Grant until each unique, specific, or modified county level, tribal or equivalent Operations Order or Fragmentary Order has been reviewed and approved by official notification by FEMA and Customs and Border Protection/Border Patrol (CBP/BP). Each Operations Order will be transferred via the secure portal (CBP/BP) BPETS system from each respective AOR Sector HQ to CBP/BP HQ in Washington, D.C., for review and pre-approval for Operational continuity, then forwarded to FEMA GPD/PGD OPSG Program Office for final review/approval. Official notification of approval will be sent by FEMA via email to DPS/THSSAA and CBP/BP HQ in Washington, D.C.

1. Sub-recipient shall develop and submit required operational documents through the border area's Integrated Planning Team.
2. Sub-recipient shall maintain an approved Concept of Operations, consisting of a campaign plan and proposed budget which will articulate the intent of how OPSG funds will be used throughout Sub-recipient's grant performance period.
3. If Sub-recipient intends to spend more than 50 percent of its award on overtime over the course of the performance period, a request for an overtime waiver shall be submitted through the Integrated Planning Team.
4. Sub-recipient shall develop and submit Operations Orders for Tactical operational periods to achieve the strategic objectives of the campaign plan.
5. Sub-recipient shall only initiate tactical operations after the specific Operations Order(s) are approved through the Border Patrol Headquarters and by FEMA, and the DPS/THSSAA has issued a Grant Sub-recipient Award or GAN to the jurisdiction.

State Requirements for Grants

Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, State Administrative Agency Information Bulletins, available at http://www.txdps.state.tx.us/director_staff/saaa/information_bulletins.htm, Texas Uniform Grants Management Standards (UGMS) at governor.state.tx.us/files/state-grants/?UGMS082004.doc and the State Administrative Agency Sub-recipient Manual, available at http://www.txdps.state.tx.us/director_staff/saa/documents/subrecipientManual.pdf. Sub-recipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant, and the approved application.

Sub-recipient shall comply with the State of Texas General Appropriations Act, Art. IX, Part 4, as follows:

1. Grant funds may not be expended for a grant to a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, unless the law enforcement agency requesting the grant is in compliance with all rules developed by the Commission on Law Enforcement Officer Standards and Education or the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.

2. Grant funds may not be granted to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.
3. Grant funds may not be expended to a unit of local government unless the following limitations and reporting requirements are satisfied:

   a. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
   b. Texas Government Code Sections 556.004, 556.005, and 556.006, including not using any money or vehicle to support the candidacy of any person for office; not influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose; and not using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;
   c. Texas Government Code Sections 2113.012 and 2113.101 including not using grant funds to compensate any employee who uses alcoholic beverages on active duty plus Sub-recipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
   d. Texas General Appropriations Act, Art. IX, Section 6.13 requiring Sub-recipients to make every effort to attain key performance target levels associated with this grant award, including performance milestones, milestone time frames, and related performance reporting requirements; and
   e. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, including grant funds may only be expended if Sub-recipient timely completes and files its reports.

Restrictions and General Conditions

A. Use of Funds. DHS grant funds may only used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.

B. Lobbying Prohibited. No funds shall be expended by Sub-Recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions may be found at 31 U.S.C. §1352. Further, Sub-Recipient understands and agrees that it shall 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.

C. Transferring Funds. Sub-recipient is prohibited from transferring funds between grant programs (such as SHSP, UASI, and OPSG) without a properly executed GAN.

D. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.

E. Cost Categories. There may be limitations on the use of HSGP funds for the categories of costs listed below. For additional details on restrictions on the use of funds, refer to the FY 2012 HSGP FOA, Appendix C, Funding Guidelines.

   1. Management and Administration
   2. Planning
   3. Organization
   4. Equipment
   5. Training
   6. Exercises
   7. Maintenance and Sustainment
   8. Critical Emergency Supplies
   9. Construction and Renovation

F. Governing Board Approval. In cases where local funding is established by a COG or an Urban Area Security Initiative (UASI) governing board, the release of funds by DPS/THSSAA is contingent upon funding allocation approval by the governing board.

G. Notices. All notices or communications 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 or Loan Star, to the other party at its respective address. For notice to DPS/THSSAA see address set forth below. For Sub-

recipient, see the address listed on the Grant Sub-Recipient Award page or Point of Contact address listed for the Sub-recipient in the DPS/THSSAA Grants Management System (SPARS).

DPS/THSSAA Contact Information
Deputy Assistant Director
Texas Homeland Security State Admin. Agency
Texas Department of Public Safety
P.O. Box 4087
Austin, TX 78773-0220

H. Points of Contacts. Within 30 days of any change, Sub-recipient shall notify DPS/THSSAA of any change or correction to the chief elected official, program, and/or financial points of contact in the DPS/THSSAA grant management system.

I. DUNS Number. Sub-recipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or http://fedgov.dnb.com/webform.

J. Central Contractor Registration and Universal Identifier Requirements. Sub-recipient maintains that it has registered on www.ccr.gov, www.sam.gov/, or other federally established site for contractor registration, and entered DPS/THSSAA-required information. Sub-recipient shall keep current, and then review and update the CCR information at least annually. Sub-recipient shall keep information current in the CCR/SAM database until the later of when it submits this Grant's final financial report or receives final grant award payment. Sub-recipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See section .210 of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.

K. Indirect Cost Allocation Plan. Sub-recipient shall submit its most recently approved Indirect Cost Allocation Plan signed by Cognizant Agency to DPS/THSSAA within 30 calendar days of the approval. "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 C.F.R. Part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies at http://harvester.census.gov/sac/dissem/asp/reports.asp. Unless the basis of the cost plan changes, Sub-recipient only needs to forward the annual Indirect Cost Rate approval letter to DPS/THSSAA within 30 calendar days after approval by the Cognizant Agency. The approved Indirect Cost Plans and approval letters shall be emailed to SAA_RR@dps.texas.gov. The Sub-recipient name shall be included in the file name and subject line of the email transmittal.

L. Reporting Total Compensation of Sub-recipient Executives. 2 C.F.R. §170.320; see FEMA Information Bulletin 350.

1. Applicability and what to report: Sub-recipient shall report whether Sub-recipient received $25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §170.320. Sub-recipient shall report whether 80% or more of Sub-recipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Sub-recipient answers "yes" to both questions, Sub-recipient shall report, along with Sub-recipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Sub-recipient's five most highly compensated executives for the preceding completed fiscal year.

2. Where and when to report: Sub-recipient shall report executive total compensation at www.ccr.gov, www.sam.gov/, or other federally established replacement site. By signing this Grant, Sub-recipient certifies that, if required, Sub-recipient's jurisdiction has already registered, entered the required information, and shall keep information in the CCR/SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Sub-recipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.

M. Direct Deposit. If Sub-recipient has not received HSGP reimbursements from DPS/THSSAA within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/THSSAA. Completed direct deposit forms from Sub-recipient shall be emailed to SAA_RR@dps.texas.gov. The email subject line and attachment name shall include the jurisdiction name and identify the document attached (i.e. "*Sample County DD form*"). The direct deposit form is currently available at http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf. Sub-recipient may simultaneously sign up for the Advance Payment Notification (APN) email feature which provides State of Texas payees with a one-business-day advance notice that a direct deposit payment has been sent to its financial institution. After receiving an APN, a payee may securely access its payment details online.

N. Procurements. Sub-recipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 44 C.F.R. §13.36.

O. Contract Provisions. All contracts executed using funds granted under this Grant shall contain the contract provisions listed under 44 C.F.R. §13.37(b), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

P. No Contracts with Debarred or Suspended Parties. Prior to contracting with any vendor or subawardee using funds granted under this Grant, Sub-recipient shall determine whether the vendor/subawardee is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department and agency and shall confirm the vendor/subawardee does not have any active "Exclusions" by reviewing the vendor/subawardee entity information at https://www.sam.gov/portal/public/SAM/.

Q. Management and Administration. If this Grant includes a specific award of funds to Sub-recipient for management and administration (M&A), Sub-recipient shall comply with all applicable requirements and limitations with respect to M&A. For additional information on M&A, refer to Information Bulletin 365 located at http://www.fema.gov/government/grant/bulletins/index.shtm#1/.

R. Personnel Cap. Up to fifty percent (50%) of all HSGP awards received by Sub-recipient 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, use of HSGP funding to pay for staff and/or contractor regular time or overtime/backfill, among other items, are considered personnel-related costs. Sub-recipient may request a waiver to the 50% personnel cap by submitting a waiver request through its respective regional council or urban area working group to DPS/THSSAA at SAA@dps.texas.gov. Requests for waivers shall be submitted on official Sub-recipient letterhead and be signed by an authorized official of Sub-recipient. Waivers shall contain the information required on page 9 of the FEMA Information Bulletin 379.

S. Property Management and Inventory. At least every two (2) years, Sub-recipient shall take a physical inventory and shall reconcile the results with property records. Sub-recipient shall maintain Property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. (See sample inventory record format at http://www.txdps.state.tx.us/director_staff/saa/audit_and_compliance.htm) Sub-recipient shall develop and implement a control system to prevent loss, damage or theft of property and Sub-recipient shall investigate and document any loss, damage or theft of property funded under this Grant.

T. Publications. All publications produced as a result of funding under this Grant, which are submitted for publication in any magazine, journal, or trade paper, shall include the following: "This material is based upon work supported by the U.S. Department of Homeland Security. The views and conclusions contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies, either expressed or implied, of the U.S. Department of Homeland Security."

U. Acknowledgement of Federal Funding from DHS. Sub-recipient shall comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

V. Use of DHS, DPS, and DPS/THSSAA Seals and Non-Endorsement. Sub-recipient shall obtain DHS, DPS, or DPS/THSSAA's prior written approval before using any of these agencies' seal(s), logos, crests or reproductions of flags or likenesses of agency officials. Funding of this Grant does not equate to endorsement of use of funding agencies' seals, etc., including use of the United States Coast Guard seal, logo, crests, or reproductions of flags or likenesses of Coast Guard officials.

W. Copyright. Sub-recipient shall comply with requirements regarding publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Grant, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Sub-recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. Sub-recipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgment of Government sponsorship (including award number) to any work first produced under this Grant.

Further, 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 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. Sub-recipient agrees to consult with DPS/THSSAA regarding the allocation of any patent rights that arise from or are purchased with this funding.

X. Quarterly Performance Reports. Sub-recipient shall submit performance reports and progress reviews per DPS/THSSAA and/or FEMA's direction. Reports are entered into the grants management system. Performance reports are due by the twentieth (20th) day after the end of each calendar quarter: January 20, April 20, July 20 and October 20; or as otherwise specified or required by DPS/THSSAA. DPS/THSSAA may require other reports or different timelines to meet federal reporting dates or to respond to information requests. Failure to timely complete a performance report will result in Sub-recipient being unable to request additional reimbursements/advances and may affect future funding.

Y. Site Visits. DHS and/or DPS/THSSAA, through its authorized representatives, have the right, at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Sub-recipient or a contractor under this Grant, Sub-recipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

Z. Limited English Proficiency (Civil Rights Act of 1964, Title VI). Sub-recipient shall comply with the requirements of EO 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, Sub-recipient shall take reasonable steps to ensure that LEP persons have meaningful access to Sub-recipient's programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Sub-recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to http://www.lep.gov.

AA. Protection of Human Subjects. Sub-recipient shall comply with the requirements of the Federal regulations at 45 C.F.R. Part 46, which requires that Sub-recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Sub-recipient shall comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 C.F.R. Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 C.F.R. Part 46.

BB. National Flood Insurance Act of 1968. Sub-recipient shall comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 C.F.R. Part 63.

CC. USA Patriot Act of 2001. Sub-recipient shall comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery systems of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The Act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the Act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

DD. Fly America Act of 1974. Sub-recipient shall comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. §40118) and Comptroller General's guidelines.

EE. Activities Conducted Abroad. Sub-recipient shall comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

FF. Trafficking Victims Protection Act of 2000. All recipients of financial assistance shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 C.F.R. Part 175. This is implemented in accordance with OMB Interim Final Guidance,

Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient: (a) engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) procures a commercial sex act during the period of time that the award is in effect; or (c) uses forced labor in the performance of the award or subawards under the award.

DPS/THSSAA is authorized to terminate this award, without penalty, if the above condition is violated. Sub-recipient shall include this condition in any subawards or contracts it makes as a result of this Grant. Full text of the award term is provided at 2 C.F.R. §175.15.

GG. Americans with Disabilities Act of 1990. Sub-recipient shall comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. 42 U.S.C. §§ 12101-12213.

HH. Public Dissemination of Sensitive Information. Sub-recipient shall notify DPS/THSSAA of any workshops, conferences, seminars or other public venues at least one hundred (100) calendar days before presenting any potentially sensitive information regarding this project. No sensitive information may be presented by Sub-recipients' personnel without DPS/THSSAA and the DHS Grants Officer's review and prior written approval.

II. Security Concerns/Violations. Sub-recipient shall inform the THSSAA's Deputy Assistant Director in writing within two (2) calendar days of Sub-recipient being made aware of any security concerns with individuals having access to government facilities or sensitive information. In the event that sensitive information is divulged in violation of Sub-recipient's security procedures, Sub-recipient shall immediately notify the DPS/THSSAA Deputy Assistant Director and take appropriate law enforcement and legal action.

JJ. Classified Security Condition

1. No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for that access to such information
2. "Classified national security information" as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
3. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-awardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Branch Program (ISBP), or an appropriate official within the Federal department or agency with whom the classified effort will be performed.
4. Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operation Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008: EO's 12829, 12959, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and /or other applicable implementing directives or instruction. All security requirement documents are currently located at: http://www.dhs/gov/xopnbiz/grants/index.shtm.
5. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any action to facilitate the acquisition of such a contract sub-award, or other agreement, the award recipient shall contact ISPB, or the appropriate Federal department or agency, for approval and processing instructions. DHS Office of Security ISPB contact information: Telephone: 202-447-5346, Email: D254AdministrativeSecu@dhs.gov, Mail: Department of Homeland Security, Office of the Chief Security Officer, ATTN: ASD/Industrial Security Program Branch, Washington, DC. 20528.

Other Requirements

A. During the performance period of this Grant, Sub-recipient, counties, cities, towns, and Indian tribes shall maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (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 Sub-recipient's plan, Sub-recipient shall correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

B. Projects identified and approved in the DPS/THSSAA 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 this Grant. Sub-recipient

shall submit project plans, milestones, outputs/outcomes, narratives and budget to DPS/THSSAA and FEMA (if required) for approval prior to expending or requesting advances of any funds for this Grant. Sub-recipient shall enter appropriate project milestones into the DPS/THSSAA web-based grants management system within 60 days after award or by the deadline established by DPS/THSSAA, whichever is sooner. Sub-recipient shall report on project status and accomplishments (milestones and outputs/outcomes) in the format(s) and timeframes as required by DPS/THSSAA.

C. During the performance period of this Grant, Sub-recipient shall:

1. Participate in a legally-adopted county and/or regional mutual aid agreement.
2. Implement the National Incident Management System (NIMS) in a manner consistent with the NIMS Implementation Objectives outlined by FEMA at http://www.fema.gov/implementation-and-compliance-guidance-stakeholders#item4.
3. Be a registered user of the Texas Regional Response Network (TRRN) (or other response asset inventory management system specified by DPS/THSSAA) and shall identify, resource type, and credential all major deployable 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. http://www.fema.gov/emergency/nims/ResourceMngmnt.shtm#item3.

D. Regional Planning Commissions/Council of Governments (COGs) shall follow guidelines listed in the DPS/THSSAA FY2012 COG Statement of Work.

Monitoring

Sub-recipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

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

Audit

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

Right to Audit. Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of grant funds received and performances rendered under this Grant. Sub-recipient shall permit DPS/THSSAA or its authorized representative to audit Sub-recipient's records. Sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

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

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

State Auditor's Clause. Sub-recipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Sub-recipient further agrees to cooperate fully

with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Sub-recipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Sub-recipient relating to this Grant.

Retention and Accessibility of Records

Retention of Records. Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB Circular, 44 CFR Section 13.42, UGMS §__.42, and this Grant. Sub-recipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/THSSAA may direct Sub-recipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.

Access to Records. Sub-recipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of its 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 Sub-recipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Sub-recipient. Sub-recipient shall maintain such records in an accessible location and provide citizens reasonable access to such records consistent with the Texas Public Information Act, Texas Government Code, Chapter 552.

Inclusion in Subcontracts. Sub-recipient shall include the substance of the Retention of Records and Access to Records section herein in all subcontracts.

After Action Reporting. Sub-recipient shall complete, deliver to the appropriate source, and retain copies of all after-action reports and certificates of completion for all training and exercises paid for by this grant.

Legal Authority

Signatory Authority. Sub-recipient assures and guarantees that Sub-recipient possesses the legal authority to enter into this Grant, receive grant funds and to perform the project Sub-recipient has obligated itself to perform pursuant to this Grant.

Authorized Representative. The person or persons signing and executing this Grant on Sub-recipient's behalf do warrant and guarantee that he/she has been duly authorized by Sub-recipient to execute this Grant on Sub-recipient's behalf and to validly and legally bind Sub-recipient to all terms and conditions and performance obligations.

Conflicts in Requirements. If conflict exists between federal, state, or local requirements, Sub-recipient shall comply with the strictest requirement.

Notice of Litigation and Claims

Sub-recipient shall give DPS/THSSAA immediate notice in writing of any action or claim, including any proceeding before an administrative agency, filed against Sub-recipient arising out of performance of this Grant. Except as otherwise directed by DPS/THSSAA, Sub-recipient shall furnish immediately to DPS/THSSAA copies of all documentation or pleadings received by Sub-recipient with respect to such action or claim.

No Liability for Employees and Officers

DPS/THSSAA shall have no liability whatsoever for the actions or omissions of an individual employed or contracted by Sub-recipient, regardless of where the individual's actions or omissions occurred.

Non-Waiver of Defaults

Any failure of DPS/THSSAA, at any time, to enforce or require the strict keeping and performance of any provision of this Grant shall not constitute a waiver of such provision, and shall not affect or impair same or the right of DPS/THSSAA at any time to avail itself of same. A waiver does not become effective unless DPS/THSSAA expressly agrees to such waiver in writing. Any payment by

DPS/THSSAA shall not constitute a waiver or otherwise impair or prejudice any right, power, privilege, or remedy available to DPS/THSSAA to enforce its rights, as such rights, powers, privileges, and remedies are specifically preserved.

Changes and Amendments

Modification. FEMA or DPS/THSSAA may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Sub-recipient's acceptance of the changes to the award. Any alteration, addition, or deletion to this Grant by Sub-recipient is not valid.

Written Amendment. Alterations, additions or deletions to this Grant, such as changes to period of performance and award amounts, shall be made through an executed Grant Adjustment Notice (GAN).

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

Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws or regulations are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/THSSAA determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Sub-recipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Sub-recipient's acceptance of the changes to this Grant.

Headings

Headings and captions of this Grant are only for convenience and reference. These headings and captions shall not affect or modify the terms and conditions or be used to interpret or assist in the construction of this Grant.

Venue

Venue shall lie in Travis County, Texas, and this Grant is governed by the laws of the State of Texas.

Suspension

In the event Sub-recipient fails to comply with any term of this Grant, DPS/THSSAA may, upon written notification to Sub-recipient, suspend this Grant, in whole or in part, withhold payments to Sub-recipient and prohibit Sub-recipient from incurring additional obligations of this Grant's funds.

Termination

DPS/THSSAA shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/THSSAA determines that Sub-recipient has failed to comply with any term of this Grant. DPS/THSSAA shall provide written notice of the termination and include:

1. The reason(s) for such termination;
2. The effective date of such termination; and
3. In the case of partial termination, the portion of this Grant to be terminated.

Appeal may be made to the Deputy Director of Homeland Security, Texas Department of Public Safety.

Enforcement

If Sub-recipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, DPS/THSSAA or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by Sub-recipient or more severe enforcement action by DPS/THSSAA or DHS;
2. Disallow, that is, deny both use of funds and matching credit for, all or part of the cost of the activity or action not in compliance;
3. Wholly or partially suspend or terminate this Grant for Sub-recipient's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

In taking an enforcement action, DPS/THSSAA will provide Sub-recipient an opportunity for a hearing, appeal, or other administrative proceeding to which Sub-recipient is entitled under any statute or regulation applicable to the action involved.

The costs of Sub-recipient resulting from obligations incurred by Sub-recipient during a suspension or after termination of this Grant are not allowable unless DPS/THSSAA or DHS expressly authorizes them in the notice of suspension or termination or subsequently. Other Sub-recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

1. The costs result from obligations which were properly incurred by Sub-recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
2. The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Sub-recipient from being subject to "Debarment and Suspension" under E.O. 12549. 44 C.F.R. §13.35.

Conflict of Interest

No employee, officer or agent of Sub-recipient shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, is involved or otherwise creates the appearance of impropriety.

Closing of the Grant

A. DPS/THSSAA will close a sub-award after receiving Sub-recipient's final quarterly 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 award modifications and payments. If the close out review and reconciliation indicates that Sub-recipient is owed additional funds, DPS/THSSAA will send the final payment automatically to Sub-recipient. If Sub-recipient did not use all the funds received, DPS/THSSAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds. Sub-recipient will return the funds to the DPS/THSSAA within 30 days of receiving the GAN.

B. At the completion of Sub-recipient's performance period, DPS/THSSAA will de-obligate all uncommitted / unexpended funds.

C. The closeout of this Grant does not affect:

1. DHS or DPS/THSSAA's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Sub-recipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Sub-recipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

Please fill in the appropriate information and certify by signing below that you have read, understood, and agree to the terms of this Grant.

Print Name of Authorized Official Ramon Garcia

Title Hidalgo County Judge

Sub-recipient Organization Hidalgo County

Ramon Garcia 4/2/13
Signature of Authorized Official Date

APPROVED BY
COMMISSIONERS' COURT
ON: 4/2/13

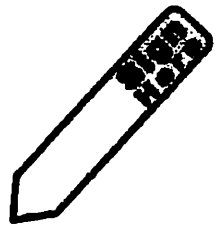


EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

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 agreement.

2. Will give the Department of Homeland Security, the Department of Public Safety, 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 and 44 C.F.R. Part 19), 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. §§290dd-3 and 290ee- 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 agreement 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.

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 sub-agreements.

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 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (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) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air

resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (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, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this award. "Research" "means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

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, grant guidance, and policies governing this program.

Please fill in the appropriate information and sign to certify this Exhibit A.

Print Name of Authorized Official Ramon Garcia

Title Hidalgo County Judge

Sub-recipient Organization Hidalgo County

Ramon Garcia 4/2/13
Signature of Authorized Official Date

APPROVED BY
COMMISSIONERS' COURT
ON: 4/2/13

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

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 costs) to ensure proper planning, management and completion of project described in this agreement.

2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. 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.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of 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).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based pain in construction or rehabilitation of residence structures.

10. 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 and 44 C.F.R. Part 19), 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. §§290dd-3 and 290ee 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 statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to.the agreement.

11. 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 and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the 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.

13. 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 sub-agreements.

14. Will comply 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.

15. 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) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (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) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (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).

16. 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.

17. 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).

18. 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."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this program.

Please fill in the appropriate information and sign to certify this Exhibit B, if applicable.

Print Name of Authorized Official Ramon Garcia

Title Hidalgo County Judge

Sub-recipient Organization Hidalgo County

Ramon Garcia 4/2/13
Signature of Authorized Official Date

APPROVED BY
COMMISSIONERS' COURT
ON: 4/2/13

Exhibit C

Certifications

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

A. 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee or 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.

B. 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 or 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 of Lobbying Activities, in accordance with its instructions.

C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts 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 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.

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

   1. Are not 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.epls.gov or www.sam.gov and the State Debarred Vendor List www.window.state.tx.us/procurement/prog/vendor_performance/debarred.

   2. Have not within a three-year period preceding this agreement 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 agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; or

   5. Where the sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement. (Federal Certification)

E. 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.

F. Sub-recipient must comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds, and sub-recipient must require such compliance in any sub-grants or contract at the next tier.

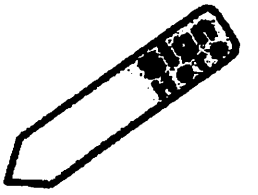
G. Drug-free Workplace Act, as amended, 41 U.S.C. §701 et seq. – Requires the recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, place(s) where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. The recipient must notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Sub-recipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.

H. Sub-recipient agrees that it is not delinquent on any Federal debt.

I. Sub-recipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.

J. Sub-recipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

Please fill in the appropriate information and sign to certify this Exhibit C.



Print Name of Authorized Official Ramon Garcia

Title Hidalgo County Judge

Sub-recipient Organization Hidalgo County

Ramon Garcia — 4/2/13

Signature of Authorized Official — Date

APPROVED BY
COMMISSIONERS' COURT
ON: 4/2/13

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Sub-recipient's governing body or of the Sub-recipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Sub-recipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Sub-recipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules if the Sub-recipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and sub-recipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section _.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Sub-recipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall 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 and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, 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 the 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. §§290dd-3 and 290ee-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 this Grant.
10. Shall 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.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions 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.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall 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 (Clear Air) Implementation Plans under Section 176(c) of the Clear 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).
17. Shall 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.
18. Shall 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.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall 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 residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. Certifies that is and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at https://www.sam.gov/portal/public/SAM/.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Please fill in the appropriate information and sign to certify this Exhibit D.

Print Name of Authorized Official Ramon Garcia

Title Hidalgo County Judge

Sub-recipient Organization Hidalgo County

Ramon Garcia 4/2/13
Signature of Authorized Official Date

APPROVED BY
COMMISSIONERS' COURT
ON: 4/2/13

EXHIBIT "C"

Eligibility Certification Form

TEXAS DEPARTMENT OF PUBLIC SAFETY
TEXAS HOMELAND SECURITY STATE ADMINISTRATIVE AGENCY (THSSAA)

2013 ELIGIBILITY CERTIFICATION FORM

Certification:	PLEASE FILL IN THE APPROPRIATE INFORMATION AND CERTIFY BY SIGNING BELOW THAT THE INFORMATION SUBMITTED ON THIS ELIGIBILITY FORM IS COMPLETE AND ACCURATE TO THE BEST OF YOUR KNOWLEDGE.		
Printed Name of Jurisdiction/ Organization:			
DUNS Number:			
Signature:		**Date:**	
Printed Name of Authorized Official*: (*See instructions for Definition of Authorized)			
Title: (Judge, Mayor, ED, City Manager, CFO)			

I. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

Please initial to certify to **one** of the NIMS statements below **(initial only one box, A or B):**

A	**To Certify to I.A, Initial Here:** _____	My jurisdiction/organization has adopted and implemented NIMS **and** is compliant with all NIMS objectives issued to date (FY2005-FY2009). https://www.fema.gov/nimscast/Logoff.do?a=55062&m=ML2010
B	**To Certify to I.B, Initial Here:** _____	My jurisdiction/organization has adopted and implemented NIMS, but is not fully compliant with all NIMS implementation objectives. **Required Attachment:** A letter explaining the a) the implementation objectives not yet met; b) the steps taken to achieve 100% NIMS compliance; and c) the date the jurisdiction expects to be in full compliance with all objectives and metrics.

II. EMERGENCY MANAGEMENT PLANS (INTERMEDIATE LEVEL)

To Certify to II., Initial Here: _____

and check one of the three boxes at right

- ☐ A. My jurisdiction has its own current emergency management plan that meets the state preparedness standards at the Intermediate Level on file with the Texas Division of Emergency Management (TDEM).
- ☐ B. My jurisdiction is a legally established member of an inter-jurisdictional emergency management program that has a plan that meets the state preparedness standards at the Intermediate Level on file with TDEM.
- ☐ C. My jurisdiction/organization is not a city or county and is not required by Texas law to have an emergency management plan, e.g., COG or nonprofit organization.

III. OMB CIRCULAR A-133 SINGLE AUDIT

My jurisdiction's/organization's fiscal year (FY) end for 2012 was **(check one):**

- ☐ **August 31, 2012** (Reporting Package is due 30 days after completion or May 31, 2013, whichever is sooner)
- ☐ **September 30, 2012** (Reporting Package is due 30 days after completion or June 30, 2013, whichever is sooner)
- ☐ **December 31, 2012** (Reporting Package is due 30 days after completion or September 30, 2013, whichever is sooner)
- ☐ **Other (please specify date here):** _____

Please initial to certify to **one** of the A-133 Audit statements below **(initial only one box, A or B)**.

A	**To Certify to III.A, Initial Here:** _____	I certify my jurisdiction/organization **did not** expend over $500,000 in Federal or State funding during **FY 2012** so no A-133 audit was necessary or obtained.
B	**To Certify to III.B, Initial Here:** _____	I certify my jurisdiction/organization **expended over $500,000** in Federal or State funding in **FY 2012** and that the required reporting package has been/will be provided 1) to the Texas Department of Public Safety (TXDPS) and 2) to the Federal Clearinghouse.

IV. TEXAS REGIONAL RESPONSE NETWORK (TRRN)

To Certify to IV., Initial Here: _____ **and check one of the two boxes at right**	My jurisdiction/organization is registered with the Texas Regional Response Network (TRRN) and **(check one):** https://www.trrn.state.tx.us/TRRN/Tier01/Security/SignIn.aspx ☐ A. My jurisdiction **has entered all deployable equipment with a cost of $5,000 or more** purchased with Homeland Security Grant funds into the TRRN. ☐ B. My jurisdiction **does not have any deployable equipment with a cost of $5,000 or more** purchased with Homeland Security Grant funds.

V. DUNS, CCR and FFATA

To Certify to V., Initial Here: _____	I certify my jurisdiction/organization has entered all required information, including FFATA/employee compensation, into the System for Award Management (SAM) and has an active registration status with no "Active Exclusion Records". (https://www.sam.gov/portal/public/SAM/)

VI. CRIMINAL HISTORY DISPOSITION REPORTING (If Applicable)

This certification section applies to **County jurisdictions only for the State Homeland Security Grant Program (SHSP)**.
For FY 2013, this section DOES NOT APPLY to cities within counties or to NSGP, OPSG, or UASI applicants.
Please initial to certify to **one** of the criminal history disposition reporting statements below **(initial only one box, A or B)**.

A	**To Certify to VI.A, Initial Here:** _____	My County has documented a **90% average disposition completeness rate for adult arrests and a 90% average disposition completeness rate for juvenile arrests** under calendar years 2007-2011 as required by Chapter 60, Texas Code of Criminal Procedure.
B	**To Certify to VI.B, Initial Here:** _____	My County **DOES NOT currently** have a documented **90% average disposition completeness rate for adult arrests and a 90% average disposition completeness rate for juvenile arrests** under calendar years 2007-2011, but my County intends to attain the required averages **by August 1, 2013**. I understand that my County will not be Eligible for 2013 SHSP funds if the required averages are not achieved by the August 1, 2013 deadline.

TEXAS DEPARTMENT OF PUBLIC SAFETY
TEXAS HOMELAND SECURITY STATE ADMINISTRATIVE AGENCY (THSSAA)

2013 ELIGIBILITY CERTIFICATION INSTRUCTIONS

- **Form:** Completion of the *2013 Eligibility Certification Form* is required by all potential sub-recipients to be eligible for 2013 Homeland Security Grant funds.
- **Required Signature:** This form must be signed by the chief elected official, chief executive officer, and/or chief financial officer. A sub-recipient may choose to have multiple signatories.
- **Return Instructions:** The certification form, and NIMS explanation letter (if required), must be emailed to the THSSAA at SAA@dps.texas.gov no later than **June 28, 2013**. Please submit the certification form and NIMS explanation letter (if required) together in one PDF document and in one email.
- **Subject Line/File Name:** Please use the following naming convention for the email subject line and document file name: "Jurisdiction/Organization Name-2013-Certification" (e.g. *Kerr County-2013-Certification;*)
- **Courtesy Copy:** A completed and signed copy also must be sent to your local COG if they require it. Contact the Homeland Security Grant program manager at your local COG for instructions.

I. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

Homeland Security Presidential Directive (HSPD)-5 requires Federal Departments and agencies to make adoption of NIMS by State, tribal, local governments and nongovernmental organizations (NGOs) a condition for Federal preparedness assistance through grants, contracts and other activities.

The NIMS Compliance Assistance Support Tool (NIMSCAST) is the web-based self-assessment instrument for Federal Departments and agencies as well as State, territorial, tribal, local governments to evaluate, report, and document their jurisdiction's progress and achievement of NIMS implementation activities.
Prior to allocation of any FY 2013 Federal preparedness awards, the Texas Homeland Security State Administrative Agency (THSSAA) must ensure compliance and/or alignment with the FY 2012 NIMS implementation plan. Accordingly, all sub-recipients must be 100% compliant with the FY 2012 NIMS Implementation Objectives and Metrics in NIMSCAST to be eligible to receive FY 2013 Homeland Security Grant funding or the THSSAA must document that the sub-recipient "has demonstrated sufficient progress in NIMS implementation."

2013 NOTE: The FEMA National Integration Center is currently working to integrate NIMSCAST into the Preparedness Capabilities Assessment System Tool (PrepCAST) portal. FEMA has indicated that "*the launch of NIMSCAST 5.0 will be delayed and that the National Integration Center cannot articulate a definitive timeframe for the next NIMSCAST launch.*" As a result, the THSSAA will rely on the eligibility certification from potential subrecipients until NIMSCAST 5.0 is available for THSSAA to complete validation checks of the 2012 NIMSCAST data.

II. EMERGENCY MANAGEMENT PLANS (INTERMEDIATE LEVEL)

Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period and must be at least at the Intermediate Level. Emergency Management Coordinators (EMCs) may now submit and check the level of their jurisdiction's emergency plans online through TDEM's ePlan application. Emergency Management Coordinators may register for the new ePlan application by contacting Amanda Rick at amanda.rick@dps.texas.gov or (512) 424-2450. The THSSAA will verify plans compliance with TDEM.

III. OMB CIRCULAR A-133 SINGLE AUDIT

Per 44 CFR 13.26, "*grantees and subgrantees are responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507); 31 U.S.C. 503, 1111; Executive Order 8248; Executive Order 11541; and revised OMB Circular A-133.*" Any sub-recipient expending $500,000 or more in Federal funds (all federal sources combined) or State funds (all state sources combined) during the prior fiscal year must obtain an OMB Circular A-133 Single Audit and provide a copy of the required reporting package to TXDPS and the Federal Clearinghouse (http://harvester.census.gov/sac/). Audits and reporting packages should be submitted to TXDPS via email at A133review@dps.texas.gov, or via U.S. Mail at Texas Department of Public Safety, P O Box 4087, Austin, Texas 78773-0001, and Attn: TDEM/A-133. Questions about A-133 audit submission requirements may be directed to Robert Newsom at 512/437-4742 or to the above email address.

IV. TEXAS REGIONAL RESPONSE NETWORK (TRRN)

The Texas Regional Response Network (TRRN) is a web-based application through the Texas Department of Public Safety (TXDPS), Texas Division of Emergency Management (TDEM). The function of the TRRN web application is to provide a central, web-based system to organize and coordinate resources in response to natural or man-made disasters.

- Any sub-recipient who has received Homeland Security Grant funding must be registered with TRRN.
- Any deployable equipment with a cost of $5,000 or more, purchased with Homeland Security Grant funds, must be entered into the TRRN.

Technical questions or comments concerning the TRRN website and its operations can be directed to Dan Walker 512/424-2549 dan.walker@dps.texas.gov or Jonathan King 512/424-7053 jonathan.king@dps.texas.gov.

V. DUN AND BRADSTREET DATA UNIVERSAL NUMBERING SYSTEM (DUNS), SYSTEM FOR AWARD MANAGEMENT (SAM), FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY ACT (FFATA)

Every Sub-recipient must have a DUNS number and active registration in SAM prior to submitting an application for Federal funding. Sub-recipients may verify if they have a DUNS number and/or may obtain a DUNS number via http://fedgov.dnb.com/webform/index.jsp or by calling (866) 705-5711. To ensure your SAM registration will be active at the time of award, please review and update your registration if needed (www.sam.gov). Sub-recipients are required to keep their SAM registration current, accurate, and complete though-out the grant performance period (2 CFR 25).

For those few Sub-recipients who received (1) 80% or more of their annual gross revenues from Federal awards, and (2) at least $25 million in annual gross revenues from Federal awards, and their executive compensation is not already available in the Securities and Exchange Commission or Internal Revenue Service public reporting systems, then the Sub-recipient must include names of their top five highest compensated executives and list their total compensation. See 2 CFR 170. Sub-recipients are required to provide all required SAM & FFATA Sub-award Reporting System (FSRS) information. For questions about the DUNS, SAM and/or FFATA reporting requirements, please contact your Chief Financial Officer.

VI. CRIMINAL HISTORY DISPOSITION REPORTING

Pursuant to Texas Code of Criminal Procedure article 60.14, the THSSAA, before allocating money to a County from any federal grant program for the enhancement of criminal justice programs, shall certify that the County has taken, or will take, necessary action to provide its criminal history records to the Texas Department of Criminal Justice and the Department of Public Safety. Prior to allocating any money to a County, the THSSAA will review the County's criminal history reporting performance for a 90% average disposition completeness rate for **adult** arrests and a 90% average disposition completeness rate for **juvenile** arrests under calendar years 2007-2011. If the County does not have a 90% average for each, the County will not be Eligible for 2013 Homeland Security Grant funds (some exceptions apply; e.g. OPSG and UASI). Information about reporting requirements and 5-year completeness percentages by County can be obtained by contacting Angie Kendall at angie.kendall@dps.texas.gov or 512/424-2471.

EXHIBIT "D"

STATEMENT OF WORK

STATEMENT OF WORK FOR PRACTICIPATING LAW ENFORCEMENT AGENCIES

In an effort to reduce border related crimes and assist in securing the County of Hidalgo, Texas and the United States border with the Republic of Mexico, the Hidalgo County Sheriff's Office, Hidalgo County Constable Departments, and participating local law enforcement agencies will enforce local and state laws within each agency's jurisdiction and will not enforce federal immigration laws on behalf of Customs and Border Protection/Border Patrol. Participating agencies will attain scheduling approval from Customs and Border Protection/Border Patrol prior to engaging in any work and shall forward said approval to County.

EXHIBIT "E"

Grant Budget

OPERATION STONEGARDEN 2012
TEXAS DEPARTMENT OF PUBLIC SAFETY

	ORIGINAL BUDGET		2012 Supplemental	TOTAL
Overtime	-		530,856.79	530,856.79
Fringe Benefits	-		23.41	23.41
Vehicle Maintenance				
Equipment Maintenance	-		-	-
Equipment	-		-	-
Fuel Cost	-		-	-
Mileage	-		-	-
Other				
Travel	-			-
TOTALS	**-**		**530,880.20**	**530,880.20**
FRINGE BENEFITS BREAKDOWN:				
FICA	-		-	-
Retirement	-		-	-
Unemployment Comp.	-		-	-
Workers' Comp.	-		-	-
TOTAL FRINGE BENEFITS	**-**		**-**	**-**

EXHIBIT "F"

Cost Reimbursement Request Form and SAA Bulletins

HIDALGO COUNTY
Operation Stonegarden FY 13
Agency Cost Reimbursement Request
TAB A - Signature Page

Applicant name:	
Project Title:	**2012 Operation Stonegarden**
Type of Reimbursement	
Date Submitted	
Reimbursement Period Start date:	
Reimbursement Period End date:	
Grant Year	**2012**

Point of Contact:

Name	
Title	
Organization	
Email	
Telephone	
Fax	

Certification Authority:

Name	
Title	
Organization	
Email	
Telephone	
Fax	

Certification AuthoritySignature

By signing this document you are acknowledging that you are aware that you may be audited by HIDALGO COUNTY, TX DPS and or DHS/FEMA to verify that this request is valid. Failure to provide correct information could result in the disallowance and subsequent repayment of the entire amount requested.

HIDALGO COUNTY
Operation Stonegarden FY 13
(Name of Police Dept)
Agency Cost Reimbursement Request
TAB B - Detailed Report

I. Operational Overtime

	Job Title/Name	Salary Hourly Rate at 100%	Hours of overtime	Overtime Rate	Total Overtime Charged	Total Fringe Benefit	$ Requested
1	Deputy/ Joe Bob	$19.05	2	$28.58	$57.16	$0.00	$57.16
2		$0.00	0	$0.00	$0.00	$0.00	$0.00
3		$0.00	0	$0.00	$0.00	$0.00	$0.00
4		$0.00	0	$0.00	$0.00	$0.00	$0.00
5		$0.00	0	$0.00	$0.00	$0.00	$0.00
6		$0.00	0	$0.00	$0.00	$0.00	$0.00
7		$0.00	0	$0.00	$0.00	$0.00	$0.00
8		$0.00	0	$0.00	$0.00	$0.00	$0.00
9		$0.00	0	$0.00	$0.00	$0.00	$0.00
10		$0.00	0	$0.00	$0.00	$0.00	$0.00
	TOTAL SALARIES						**$57.16**

II. Travel and Per Diem

	Job Title/Name	Total Travel Cost and event		
1			$0.00	
2			$0.00	
3			$0.00	
4			$0.00	
5			$0.00	
6			$0.00	
7			$0.00	
8			$0.00	
9			$0.00	
10			$0.00	
	TOTAL TRAVEL			**$0.00**

III Vehicle/Equipment Rentals

1		$0.00	
2		$0.00	
3		$0.00	
4		$0.00	
5		$0.00	
6		$0.00	
7		$0.00	
8		$0.00	
9		$0.00	
10		$0.00	
	TOTAL VEHICLE/EQUIPMENT RENTALS		**$0.00**

IV Vehicle/Equipment Maintenance

1		$0.00	
2		$0.00	
3		$0.00	
4		$0.00	
5		$0.00	
6		$0.00	
7		$0.00	
8		$0.00	
9		$0.00	
10		$0.00	
	TOTAL VEHICLE/EQUIPMENT MAINTENANCE		**$0.00**

HIDALGO COUNTY
Operation Stonegarden FY 13
(Name of Police Dept)
Agency Cost Reimbursement Request
TAB B - Detailed Report

V Mileage

Vehicle number plus number of miles @ what rate

1			$0.00
2			$0.00
3			$0.00
4			$0.00
5			$0.00
6			$0.00
7			$0.00
8			$0.00
9			$0.00
10			$0.00
	TOTAL MILEAGE		**$0.00**

VI Fuel Cost

Vehicle Number, amount of fuel @ what rate

1			$0.00
2			$0.00
3			$0.00
4			$0.00
5			$0.00
6			$0.00
7			$0.00
8			$0.00
9			$0.00
10			$0.00
	TOTAL FUEL COST		**$0.00**

VII Equipment

Item Description

1			$0.00
2			$0.00
3			$0.00
4			$0.00
5			$0.00
6			$0.00
7			$0.00
8			$0.00
9			$0.00
10			$0.00
	TOTAL EQUIPMENT		**$0.00**

TOTAL Operational Overtime	**$57.16**
TOTAL Travel and Per Diem	**$0.00**
TOTAL Vehicle/Equipment Rentals	**$0.00**
TOTAL Vehicle/Equipment Maintenance	**$0.00**
TOTAL Mileage	**$0.00**
TOTAL Fuel Cost	**$0.00**
TOTAL Equipment	**$0.00**
REIMBURSEMENT REQUEST TOTAL	***$57.16***

YOUR CITY NAME HERE
2013 OPERATION STONEGARDEN
OPSG 2013 Reimbursement Form (Individual)

GRANT #: EMW-2012-SS-00018-501

EMPLOYEE'S NAME	TITLE	HOURLY RATE

EMPLOYEE'S I.D. NUMBER

DATE	DESCRIPTION OF ASSIGNMENT	HOURS WORKED

(A) TOTAL HOURS WORKED	
(B) OVERTIME RATE	
(A*B) TOTAL COMPENSATION	
FICA	
RETIREMENT	
WORKER'S COMP	
UNEMPLOYMENT	
TOTAL REIMBURSABLE COSTS	

This is true and correct and to the best of my knowledge

EMPLOYEE (Print Name)	EMPLOYEE SIGNATURE

SUPERVISOR	CHIEF ADMINISTRATOR

Cost Reimbursement
Request Instructions

1) The participating Police Department shall submit a Cost Reimbursement Request due on or before the 15th of each month for the previous month. Reimbursement Request received after the deadline will not be processed until the following month

I. **Operational Overtime** – Enter the title and name of the officer participating in the Operation Stonegarden project along with hourly rate, overtime rate and total amount of fringes attributed to the overtime amount. (Only FICA, Workman's Compensation, Retirement, and Unemployment Compensation will be reimbursable.)

(1) Submit copies of time sheets with all required signatures, copies of general ledger and/or payroll distributions reports & proof of payment (i.e. copies of checks) from the Police Department's or City's Financial Management System to support the amount of Operational Overtime being requested.

II. **Travel and Per Diem** – Enter the title and name of the officer along with a brief description of the purpose of the travel and the amount incurred.

(2) Summit copies of travel supporting documentation (i.e. purpose of travel, proof of attendance) with all appropriate and required signatures and proof of payment (i.e. copies of general ledger and copies of checks).

III. **Vehicle/Equipment Maintenance** – Enter a brief description of the type of expenditure incurred, invoice number and amount. (List each invoice separately.)

(3) Submit copies of all invoices and proof of payment (i.e. copies of general ledger and copies of checks).

IV. **Mileage** – Enter the vehicle identification number (as identified by local police department) along with the number of miles and rate of the total dollar amount per vehicle.

(4) Submit copies of mileage logs identifying mileage at beginning of trip and mileage at end of trip along with the total miles traveled supported by all appropriate and required signatures.

V. **Fuel Cost** – Enter the vehicle identification number (as identified by the local police department along with the number of gallons and rate per gallon and

the total amount per vehicle). Note: The same vehicle can be entered multiple times depending on the different rates used.

(5) Submit copies of documentation supporting the amount of fuel consumption and rate with all appropriate and required signatures and/or copies of actual fuel costs along with proof of payment (i.e. copies of general ledger and copies of checks, if applicable).

VI. **Equipment** – Enter a brief description of the equipment purchased along with the invoice number and amount. (List all invoices separately).

(6) Submit copies of all invoices and proof of payment (i.e. copies of general ledger and copies of checks). In addition, attach a printout indicating a debarment check was done prior to each purchase. (See www.sam.gov). Submit a photograph depicting equipment purchased, identification number/serial number, and proof of tagging. Tagging must be accomplished according to SAA Information Bulletin No. 12-004, which was issued on May 24, 2012, and is attached and incorporated herein for all purposes.

a. Total for all categories arriving to the total amount of the Cost Reimbursement Request.
b. Enter the Police Department's name.
c. Enter additional information pertaining to the Cost Reimbursement Request being submitted.
d. Point-of-Contact - Complete the Point-of-Contact and Certification Authority information

2) Reimbursement packages can be mailed or submitted in person to:

Hidalgo County Auditor's Office
2808 S. Business Highway 281
Edinburg, Texas 78539-6243

3) Electronic copies of supporting documentation will also be accepted; however, the Cost Reimbursement Request must be an original signed with blue ink.

4) **If** the Cost Reimbursement Request is not legible, contains incomplete information, or lacks required signatures and/or supporting documentation, it will be returned for correction before processing.

5) The Police Department/City must submit a corrected Cost Reimbursement Request and/or pending documentation no later than the following month's deadline.

6) For any budget category expenditure being submitted for reimbursement, a copy of the Police Department's/City's written policies on overtime, travel and per diem, mileage

and procurement procedures should be submitted with the first Cost Reimbursement request.

7) Hidalgo County reserves the right to request additional information and documentation on expenditures and procedures to verify whether a cost is allowable and to satisfy audit requirements.

8) The Police Department/City must have all purchases paid and submitted by January 30, 2015.

TEXAS DEPARTMENT OF PUBLIC SAFETY

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512/424-2000
www.dps.texas.gov

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SAA Information Bulletin
No. 12-003
June 29, 2012
(REVISED) August 2, 2013

To: Texas Regional Councils
Texas Association of Regional Councils
All Texas State Homeland Security Grant Program Points of Contact
Urban Areas Security Initiatives (UASI) Points of Contact

From: Machelle Pharr
Deputy Assistant Director

Subject: Federal Debarment and the Excluded Parties List System

Effective Date: August 2, 2013

Purpose

In an effort to provide assurance to the Federal Government that the State of Texas and its sub-recipients comply with Federal Executive Order12549, 44 CFR § 13.35 ("Subawards to debarred and suspended parties"), and the Texas Uniform Grant Management System (UGMS), the Texas Department of Public Safety/Texas Homeland Security-State Administrative Agency requires all Homeland Security Grant Program subrecipients (to include all programs administered by the TXDPS/THS-SAA) check the debarment status of all vendors before contracting with or making any purchases with funds from any federal grant.

The Excluded Parties Listing Systems (EPLS) is an electronic database of parties excluded from federal procurement and non-procurement programs and is located at https://www.SAM.Gov. The EPLS identifies those parties excluded throughout the U.S. Government (unless otherwise noted) from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and nonfinancial assistance and benefits.

The TXDPS/THS-SAA requires Subrecipents to develop a written policy and procedure in order to ensure that the EPLS system is utilized. A sample policy and procedure has been provided below. These provided samples are intended as a guide but can be modified and adopted:

Policy

Prior to procuring or entering into contract(s) for any goods/services, the subrecipient must check the debarment status of the vendor using the EPLS system (https://www.SAM.Gov) and document that

verification has occurred. This policy applies to the procurement of all good(s) or service(s) regardless of unit price or quantity.

Furthermore, because vendors are being removed and new ones added on a daily basis, subrecipients will be required to verify the vendor before issuing a new purchase order, blanket purchase order, contract or single time purchase.

If verification has been performed prior to entering into multiple invoice or multiple billing period contracts, such as a yearly wireless phone subscription, then verification is not required prior to making each payment to the vendor. However, verification should be performed prior to extending, renegotiating a follow-on contract, or entering into a new contract.

Each Jurisdiction must have a written policy that includes the verification of vendors using the ELPS system prior to procuring or entering into contract(s) for any goods/services.

Each jurisdiction is required to include the EPLS verification with reimbursement or advance requests submitted after August 26, 2013 as part of the supporting documentation.

Example Policy:

The County/City Purchaser shall verify debarment status of all vendors prior to utilizing Homeland Security funds, using the EPLS system (https://www.SAM.Gov)

Procedures for Documentation

Each subrecipient must be able to provide evidence that the debarment status of vendors has been verified before funds have been committed for a purchase or contract to the vendor. For purposes of HSGP reimbursements and advances a screen print of the SAM.Gov page indicating the vendor is not debarred provides that evidence.

Example Procedures:

Before Homeland Security funds may be spent, the County/City purchaser will:

1. Go to the EPLS Website (https://www.SAM.Gov).
2. The County/City Purchaser or their agent will search the EPLS system for the vendor.
3. If the vendor is found to be debarred, the vendor may not be used for procurements utilizing Homeland Security Grant Funds.
4. If the vendor is found not be debarred, print the screen page and retain with the procurement documentation.
5. A copy of the screen print indicating the vendor is not debarred, at the time of the procurement, must be included with the supporting documentation submitted to the Texas Homeland Security State Administrative Agency requesting reimbursement or advance.

SAA Monitoring

During monitoring and reviews, subrecipients must be able to provide proof of a written policy requiring verification of debarment status. Records of vendors verified should be retained for audit purposes (maintain a copy of the screen print verification from the EPLS website) throughout the record retention period for the particular grant.

*Texas Uniform Grant Management System (UGMS) III. State Uniform Administrative Requirements For Grants and Cooperative Agreements Subpart C—Post-Award Requirements____**.35 Subawards to debarred and suspended parties.**

"Grantees and subgrantees must not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." **A current list of "Parties Excluded from Procurement and Nonprocurement Programs" may be obtained from the federal General Services Administration in electronic form via modem or on the internet at http://www.EPLS.GOV State agencies are prohibited by the state appropriations act from purchasing goods or services with appropriated funds "from companies which have been found, in a judicial or state agency administrative proceeding, to be guilty of unfair business practices." The restriction on such purchases remains in effect for one year from the date of the determination of guilt.**

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SAA Information Bulletin
12-004
May 24, 2012
Revised
April 8, 2014

To: Texas Regional Councils
Texas Association of Regional Councils
All Texas State Homeland Security Grant Program Points of Contact

From: Machelle Pharr
Deputy Assistant Director

Subject: Tagging and Inventory Requirements for Homeland Security Funded Equipment

Purpose: This information bulletin replaces GDEM-SAA Information Bulletin (IB) No. 2, dated August 10, 2006. This IB takes effect as of the revised date listed above. In an effort to clarify the 44 CFR 13.32 requirements that all Homeland Security Grant Program sub-recipients must follow with regards to the equipment tagging and inventory requirements, the following guidance is provided.

Definitions

Capital Asset - personal property costing $5,000.00 or greater per-unit and having an estimated useful life of greater than one year.

Controlled Asset - an asset that has a per-unit cost of less than $5,000.00, however due to its high-risk nature, must be tracked regardless of per unit cost. The following is a list of Controlled Assets.

Controlled Asset Description	Authority
• Stereo Systems	(UGMS, SPA)
• Cameras including Still, Digital, and Video	(UGMS, SPA, THSSAA)
• Facsimile Machines	(UGMS)
• TVs, VCRs, DVRs, and DVD Players	(UGMS, SPA)
• Cellular and Portable Telephones	(UGMS, THSSAA)
• Desktop CPU – Apple and non Apple	(SPA, THSSAA)
• Portable CPU – Apple and non Apple-including Tablet Devices	(SPA, THSSAA)
• Printer – Portable and non portable	(SPA,THSSAA)
• Data Projectors	(THSSAA)
• GPS Devices	(THSSAA)
• Communications Equipment	(THSSAA)
• Hand Held and Vehicle Mounted Radios	(THSSAA)

- Hand Held Imaging Units (THSSAA)
- Night Vision Optics, Spotting Scopes, and Binoculars (THSSAA)
- Trailers (THSSAA)
- Generators (THSSAA)
- CBRNE Detection Equipment (THSSAA)

UGMS = Uniform Grant Management Standards
SPA = State Property Accounting System
THSSAA = Texas Homeland Security State Administrative Agency

Equipment Inventory Management

A control system must be in place to ensure adequate safeguards to prevent loss, damage, or theft of the asset. Any loss, damage, or theft shall be investigated (44 CFR 13.32). All sub-recipients must comply with the following Equipment Management guidance:

Equipment Inventory Requirements

Asset records must be maintained and a physical inventory and reconciliation of Homeland Security grant funded assets must be accomplished at a minimum of once every two years as required by grant guidance. THSSAA requires sub recipients to track and record all required grant-funded Capital Assets and Controlled Assets in an inventory system. All assets acquired by the jurisdiction including capital and controlled (regardless of age) are to remain on the jurisdiction's inventory until final disposition has occurred.

Sub recipient inventory systems must contain the following information:

1. A description of the asset
2. A serial number or other identification number
3. The source of asset
4. Who holds title
5. The acquisition date
6. Cost of the asset
7. Percentage of federal participation in the cost of the asset
8. The location
9. Use
10. Condition of the asset
11. Any ultimate disposition data including the date of disposal and sale price of the asset
12. Control or inventory number

(Reference: A-133 Compliance Supplemental, 44 CFR 13.32, UGMS)

Tagging Requirements

1. All Homeland Security Grant-funded Capital assets over $5,000.00 in unit price and all controlled assets must be tagged.

2. Tagging is considered acceptable when it can be removed only through considerable effort or intentionally.

3. Asset tags must contain the following data:

    a.. Jurisdiction's name

b.. Tag sequence number

Example: "Bear County –No. 00025"

Remember: When practical, the equipment should be marked "Purchased with Funds Provided by the U.S. Department of Homeland Security".

4. The asset tag sequence number must be reflected as a column in the Jurisdiction's master inventory listing and must correspond with the asset data.

5. The sub-recipient must consider the placement of the asset identification tag for ease of access during inventory and inspections. If an asset is constructed of material that does not allow for a tag to be applied (e.g. rubberized, fabric), the Sub-recipient should use other means of tagging such as a permanent maker or engraving. If an asset's size does not allow for a tag to be applied (e.g. night vision optics), the Sub-recipient should place the tag on the storage container for that asset. Hand held radios can often be tagged under the battery. It is not necessary to deface an asset when applying a tag.

6. In the event that an asset is found to have its tag defaced or damaged to the point where number recognition is impossible, the jurisdiction should replace the identification tag assigned and affix a new one to the equipment. Lastly, update the master inventory list to reflect the new asset tag. A cross reference on the old record should also be made to provide an audit trail.

7. For disposition, please refer to 44 CFR 13.32 (e)

Annual Inventory Control Requirement

All sub recipients that have Homeland Security assets that have not been disposed of and carried on their inventory system, are required to complete an annual inventory control certification form. The form provides for certification that the jurisdiction has completed a full physical inventory and reconciliation of Homeland Security assets within the past two years. The form must be submitted and received at the THSSAA by **June 30th** each year. You must initial all four components and complete the fifth component to be fully compliant.

Jurisdictions who fail to submit the form by the due date are deemed non-compliant and subject to suspension as outlined in 44 CFR § 13.43(a) (1)-(4) and will result in holding of reimbursements until the certification form is received.

The inventory certification form is located at:
http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm

Forms can be submitted either by fax to: 512-206-3137 or e-mail to: saamonitoring@dps.texas.gov.

TEXAS DEPARTMENT OF PUBLIC SAFETY
TEXAS HOMELAND SECURITY STATE ADMINISTRATIVE AGENCY (THSSAA)

ANNUAL INVENTORY CONTROL REQUIREMENT

Name of Jurisdiction:	Date:

INSTRUCTIONS: Please initial on the left to certify each of the following statements. All four sections must be certified to be fully compliant. Please return completed document by June 30 to THSSAA monitoring at:
Fax-512-206-3137 or email SAAmonitoring@dps.texas.gov

I. Controlled and Capital Assets Acknowledgement

Initial here to certify:	My jurisdiction has listed all required homeland security grant funded assets on our local inventory in accordance with THSSAA information Bulletin No. 12-004. http://www.txdps.state.tx.us/director_staff/saa/documents/saa12-004.pdf

II. Tagging of Grant Funded Assets

Initial here to certify:	My jurisdiction has tagged all Homeland Security grant funded assets in accordance with THSSAA Information Bulletin No. 12-004 including the name of the jurisdiction and a unique identifying number.

III. Equipment Inventory Requirements

Initial here to certify:	My jurisdiction maintains a physical inventory of Homeland Security grant funded assets and captures the following information for all equipment in accordance with THSSAA Information Bulletin 12-004. A. Description of the asset B. Serial number or other identification number C. Source of the asset D. Who holds the title E. Acquisition date F. Cost of the asset G. Percentage of federal participation in the cost of the asset H. Location I. Use J. Condition of the Asset K. Any ultimate disposition data including the date of disposal and sale price L. Control or Inventory Number (*Reference: A-133 Compliance supplemental, 44 CFR 13.32, UGMS*)

IV. PHYSICAL INVENTORY RECONCILIATION

Initial here to certify:	My jurisdiction has completed a full physical inventory and reconciliation of assets within the last 24 months in accordance with regulations. Our last physical inventory was conducted:

V. AUTHORIZED SIGNATURE(S)

Print Name of Jurisdiction/Organization	
Printed Name of Chief Elected Official, Chief Executive Officer, Or Chief Financial Officer	
Title (Judge, Mayor, ED, City Manager, CFO)	
Signature	
Date	

This form is located at: http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm

IB 12-004 Form (Rev 4/2014)

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SAA Information Bulletin
No. 11-005
June 2, 2011
REVISED August 2, 2013

To: All Councils of Government
All Texas State Homeland Security Grant Program Points of Contact
All Urban Area Security Initiative (UASI) Points of Contact

From: Machelle Pharr
Deputy Assistant Director

Subject: Supporting Documentation for Grant Expenditure Reimbursement Request

Effective Date: August 2, 2013

This information bulletin provides guidance as to what is considered acceptable documentation in support of expenditures for which reimbursement is requested. This revision supersedes revised SAA Information Bulletin 11-005 issued July 31, 2012. This Information Bulletin encompasses necessary supporting documentation to be submitted by sub-recipients of Homeland Security grant funds seeking reimbursement from the Texas Homeland Security State Administrative Agency (THSSAA) for grant-related expenditures.

All expenditure requests must have THSSAA approval prior to purchase. Requests for reimbursement should be submitted to the THSSAA at the earliest possible opportunity. This will allow for the THSSAA to draw down funds in a timely manner. All minimum supporting documentation requirements must be met when submitting expenses to the THSSAA for reimbursement. Omitting the proper supporting documentation will result in delay and possible denial of the reimbursement request. See the attached matrix for a list of documentation requirements.

Three Way Match: Generally Accepted Accounting Principles require that expenditures be properly supported. When assembling documents for payment of goods and services, the three way match rule should be followed. The three-way match requires an invoice, a purchase order and either a packing slip or a receiving report.

Three Way Match refers to the comparison of the quantities, price per unit, terms, etc. appearing on the vendor's invoice to the information on the purchase order, and to the quantities actually received.

> Chapter II, ATTACHMENT A, Section C paragraph 1.j.of the Uniform Grant Management Standards (UGMS) states: "Be adequately documented. Documentation required may include, but is not limited to, travel records, time sheets, invoices, contracts, mileage records, billing records, telephone bills and other documentation that verifies the expenditure amount and appropriateness to the grant."

To eliminate errors, the purchase order and packing slip (if provided by shipper) should be stamped as received, with the initials of the individual verifying the quantities received. If a receiving report is used, it should reference the Purchase Order number. The invoice should be matched to the packing slip and purchase order to ensure the quantities ordered were received and invoiced at the agreed upon price. The invoice should be notated to indicate it was paid, the date paid, and with a reference to a check number, Automated Clearing House (ACH) routing number, or other means of payment used.

Purchase Orders: The THSSAA recognizes there may be limitations in the procurement processes followed by some entities. If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official or individual who signed the grant award documents stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity.

Once this certification is received at the THSSAA, the entity must have a person sign and date invoices and indicate the item(s) were received. This is in place of matching the item(s) from the packing slip to a purchase order and invoice. When the reimbursement request is submitted to the THSSAA, a comment should be made in the Notes section of SPARs that this entity does not issue purchase orders and certification is on file with the THSSAA.

If the entity later begins issuing purchase orders or purchase agreements, they should notify the THSSAA and provide a copy of the local policies and procedures.

When contracts are being used in lieu of a Purchase Order, ensure the procurement process is accomplished in accordance with the Uniform Grant Management Standards Part III Subpart C.___.36; 44 CFR Ch 1 § 13.33 and § 13.36; and, any jurisdictional procurement policies.

Sub-grantees are also referred to THSSAA Information Bulletin No. 11 dated March 3, 2009 regarding Sole Source procurement requirements.

The three way match will work for purchases of most goods and services. However, contracts that include deliverables should be supported by certification the deliverable received complied with the contract specifications.

To ensure compliance with the Executive Order 12549 "Debarment and Suspension", any request for reimbursement or hardship advance must be supported by proof the vendor or contractor is not listed on the Excluded Parties List System (EPLS) prior to making the purchase or entering into a contract. To confirm the vendor is not on the list, the sub-recipient must print a copy of the search

results from the EPLS (https://www.SAM.gov/) and retain the results. The verification must be provided to the THSSAA as part of the supporting documentation when requesting reimbursement or an advance effective with any request submitted after August 23, 2013. This requirement is applicable to all procurements or contracts for goods or services related to Homeland Security Grants. See also SAA Information Bulletin 12-003.

Grant Matching Requirements. For grants that require proof of match, supporting documentation should contain sufficient detail to ensure Grant Coordinators can be assured the expenditure meets the match requirements. Grant guidance should be followed in determining allowability. If any questions arise, they should be directed to your Grant Coordinator.

Travel: Travel should be in accordance with the local travel policies of the employee's jurisdiction. If the jurisdiction does not have a written policy, then the Federal guidelines presented on the GSA website must be followed.[1]

In addition to the above, Travel expenditures require other special considerations and documentation.
Travel expenses must be supported by sufficient information to determine:

1. the travel was approved before commencement;
2. expenses incurred are allowable;
3. expenses above the generally allowed amounts were approved prior to commencing travel; and,
4. how the travel supports the grant.

For out-of-state travel, specific written approval is required from the Chief Elected Official/Chief Executive Officer or their properly designated representative. The information required of in-state travel is also required for out-of-state travel.

International travel requires specific written approval from the THSSAA and the Department of Homeland Security Program Directorate. Travel requests for international travel should be submitted in letter format with sufficient justification to ensure the necessity is clearly understood.

In all cases, any request for travel must be approved prior to commencement of the travel. Failure to obtain this approval may result in denial of the reimbursement.

Payroll Reimbursement: Reimbursement of payroll cost for backfill or overtime must be supported by timesheets and proof of payment to the employee. Copies of the payroll journal certified by the Payroll Officer or Chief Financial Officer may be submitted as proof of payment for payroll cost.

The attached table provides minimum supporting documentation requirements acceptable for submission to THSSAA for reimbursement.

In addition, jurisdictions receiving Operation Stonegarden funds are referred to SAA Information Bulletin **12**-005 for additional information and guidance.

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[1] Go to the following link for general rules for Per Diem expenses:
http://www.gsa.gov/portal/ext/public/site/FTR/file/Chapter301p011.html/category/21868/#wp1089939

If you have any questions regarding this guidance, please contact the THSSAA Grant Technician for your region.

Category	Acceptable Supporting Documentation and Other Key Documentation Reminders
General	• Submissions for reimbursement should be limited to ten (10) line items or less per reimbursement request submission. • Do not mix projects on a submission. • Do not combine and resubmit denied submissions. • Do not submit multiple reimbursement requests for the same invoice, unless they are for -different projects. • Omitting the proper supporting documentation will result in denial of the reimbursement request. • **If the Sub-grantee enters into an agreement with others using Federal Grant Funds, the Sub-grantee must ensure the other parties understand they are bound by the same documentation rules as the Sub-grantee.** • For all goods and services a receiving report or signature of the individual receiving the goods or services and date received must be reflected on the Purchase Order or invoice. For Procurement Card purchases Purchase Orders are not required to be submitted if Purchase Orders are not required by local rule for that type of purchase. • If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official or individual who signed the grant award documents stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity. Not using purchase orders or purchase agreements does not relieve the entity from ensuring vendors used are not on the Excluded Parties List (EPLS). • **Evidence of verification the vendor used was not on the debarred list must be obtained by printing the Excluded Parties List (EPLS) search results from https://www.SAM.gov prior to making the purchase or issuing a contract. The results must be submitted as part of the supporting documentation when requesting reimbursement or an advance for goods or services. This requirement applies to all reimbursement or advance request submitted to the Texas Homeland Security State Administrative Agency (THSSAA).** • Please submit your signed submission cover sheet and the supporting documentation by either scanning all documents into SPARS or by emailing the coversheet and supporting documentation to SAA_RR@txdps.state.tx.us or fax to 512. 206-3137. (Please note there is an underscore between SAA and RR.) If you only submit the Signed Submission Coversheet by email or fax, indicate on the coversheet that the supporting documentation was uploaded in SPARS • If you do not have scanning capabilities, you may fax your Signed Submission Cover sheet with the supporting documentation to (512) 206-3137 to the attention of your Grant Technician. • * Options other than the cancelled check: You may submit a copy of the non-negotiable bank instrument in lieu of a cancelled check, but it must be accompanied by the detailed general ledger or equivalent report showing payment to the vendor.
Salary	• Copy of the payroll journal for the period reimbursement is being requested, listing the individual's name, and rate of pay. The page should also be certified by the Payroll Officer. (Redact SSN) • For overtime, copies of timesheets and work schedules must be provided. • For new hires, a copy of the job description must be submitted with the first request for reimbursement that includes the new hire.
Travel	• As prescribed by UGMS and 44, CFR local travel rules apply if established. If not, the Federal guidelines shown on the GSA website apply. • Written travel authorization documenting approval by the local entity prior to commencement of the travel • Travel voucher with all supporting documents required by local travel rules (i.e., airline ticket, gasoline receipts, meal receipts, transportation receipts, lodging receipts, tips, and the written approval.) • Accounting ledger/budget report listing indicating payment. • Effective for travel commenced after July 20, 2012, lodging cost in excess of Federal Per-diem rates will not be reimbursed unless the local authority has approved the higher rate prior to commencement of travel. • All out-of-state travel must be pre-approved by the local elected official, or the elected officials' designee, prior to commencement. Foreign travel must be approved by SAA and DHS prior to commencement.
Supplies	• Three way match (invoice, purchase order, receiving report).The invoice should be stamped paid and reference to, either a check number, ach routing number, or the means of payment used, and date. • Copy of the cancelled check.* • If the three way match information is not available the following should be provided: - Accounting ledger/budget report/cancelled check - Invoice marked paid and signed by the receiving individual and that all items were received. - A copy of the credit card statement reflecting the purchase and the cancelled check paying the balance. * • If an order is made via the internet and payment is made by credit card, provide a copy of the internet receipt and the confirmation email.
Equipment	Must be preapproved by SAA prior to purchase.

	• The purchase order or contract used for procurement of equipment must provide a full description of the equipment item(s) • Any Interoperable equipment such as radio/repeaters/based stations/consolettes/towers must include the approval of the State Wide Interoperable Communications Officer (SWIC) • Ensure compliance with the Federal Environmental Planning and Historical Preservation (EHP) program before procurement. • The EPH forms can be downloaded from the FEMA website at: http://www.fema.gov.government/grant/bulletins/index/shtm
Contract Services	• The first reimbursement request must contain a copy of the signed contract and the verification of debarment. ♦ If subsequent contract amendments change the scope and/or the amount, the revised signed contract must be submitted for the first reimbursement request subsequent to the amended contract. • Copy of the cancelled check and the vendor invoice reflecting the contract number.* • If deliverables are required by the contract, the reimbursement request must identify the deliverable and the vendor invoice must specifically reflect the deliverable being invoiced. • Accounting ledger/budget report listing/cancelled check • All payments for contractual services must reflect a date within the grant performance period. If the invoice reflects services outside the performance period, reimbursement will be denied.
Conferences/ Workshops/ Training	• Copy of the registration form and training certificate Name of the conference or workkshop • Inclusive dates of the training/conference workshop • Location of the event • Name(s) of the attendee(s) • For payments made by credit card, a credit card statement reflecting the charge and a copy of the cancelled check or EFT reflecting the payment of the credit card statement.* • Backfill charges must have: -the name of the individual used as a backfill -a breakdown of the amount and how it was derived -documentation supporting this information • If training reservation is made via the internet and payment is made by credit card, provide a copy of the internet receipt and the confirmation email. The purchase order should also be provided.
Exercises	• Name, type of exercise and location • Certificate from exercise, if offered. If a certificate is not offered, a copy of the order to participate in the exercise • Accounting ledger/budget report with attendee's name

Operating Expenses	• Postage, printing, communications, rental software, etc. Use the Cost Reimbursement Form (CRF) and supporting documentation identifying each charge for which reimbursement is being requested. For salaries, copies of the timesheets and proof of payment must be submitted. All other costs must be supported with the same documentation identified in the supplies and equipment areas above. Direct charges for phones, office supplies, equipment, etc., that are easily identified and relating to the operation of the COG must be supported by invoices, proof of receipt, and proof of payment. Indirect cost, where the costs are allocated based on approved indirect cost plan should be supported by a copy of the General Ledger.
	• If requesting reimbursement for indirect cost, provide a copy of the approved Indirect Cost Plan. Only one copy of the plan is needed unless the basis of the costs changes. Afterwards, provide a copy of each year's approval letter with the rates.
For jurisdictions receiving Operation Stonegarden Funds, please refer also to THSSAA Information Bulletin 12-005	

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SAA Information Bulletin
No. 12-005
July 31, 2012

To: All Sub-recipients of Operation Stonegarden Grant Program Funds
From: Machelle Pharr, Deputy Assistant Director

Subject: Operation Stonegarden Grant Program

This information bulletin provides additional guidance in support of expenditures for which reimbursement is being requested under the Operation Stonegarden Grant Program. The content of this bulletin is effective July 31, 2012. This Information Bulletin supersedes TDEM-SAA Information Bulletin #15 issued January 11, 2010.

The Texas Homeland Security State Administrative Agency (THSSAA) is responsible for ensuring all expenditures, for which reimbursement is being requested, are reasonable, allowable and allocable. The THSSAA is guided by Office of Management and Budget (OMB) Circular A-87 in making this determination.

Chapter II, ATTACHMENT A, Section C paragraph 1.j of the Texas Uniform Grant Management Standards (UGMS) requires expenditures to be adequately documented. The reference states: "Documentation required may include, but is not limited to, travel records, time sheets, invoices, contracts, mileage records, billing records, telephone bills and other documentation that verifies the expenditure amount and appropriateness to the grant."

Operation Stonegarden Grant recipients are prohibited from obligating or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific or modified county level or equivalent Operational Order/Frag Operations Order with embedded estimated operational budget has been reviewed and approved by the appropriate U.S. Customs and Border Patrol (USCBP) Sector Representative, U.S. Customs and Border Patrol (CBP) Sector Headquarters (HQ), and the Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), Grant Development and Administration Division (GD&A) Program Analyst.

In addition, Operation Stonegarden Grant Recipients must have submitted the expenditure request into SPARs and obtained THSSAA approval prior to purchase or incurring an expense.

Sub-grantees are reminded that Operation Orders do not carry forward to a new grant. Each Operations Order is specific to the award and award year of the grant.

The U. S. Department of Homeland Security states that Operation Stonegarden funds may be used:

- to activate reserve State, local and Tribal law enforcement personnel
- to pay current part time law enforcement personnel salary bringing them to full time status
- for travel, per-diem and lodging to support up to a six (6) month deployment of law enforcement personnel to critical Southwest Border locations to support operational activities
- for fuel and/or fuel mileage reimbursement cap for operational activities
- for backfill costs for personnel supporting operational activities are allowable
- to support a request to the Governor to activate, deploy or redeploy specialized National GuardUnits/Packages and/or elements of State law enforcement to increase or augment Specialized/technical law enforcement elements operational activities
- to increase operational, material and technological readiness of State, local and Tribal law enforcement agencies.

However, prior to expending any OPSG funds, these categories must be included on an operations order that has been reviewed and approved by the appropriate USCBP Sector Representative, CBP Sector Headquarters (HQ), and the FEMA/GPD&A Program Analyst.

Sub-recipients are reminded that under FEMA grant guidance, no more than 50% of the amount of the award may be used for personnel costs (which includes, but is not limited to: overtime, backfill, and increasing capability by utilizing part-time and/or reserve law enforcement to support OPSG operational activities). This requirement may be waived at the discretion of the FEMA Administrator on a case by case basis, after receipt of a written request. The format for a waiver request can be found in Grant Programs Directorate Information Bulletin No. 321, dated July 09, 2009.

Payroll cost related to Operation Stonegarden funding is limited to operational overtime costs associated with law enforcement activities in support of border law enforcement agencies for increased border security enhancement; cost of bringing part-time employees up to full time; or, cost associated with backfill for personnel supporting operational activities. Overtime hours are determined based on the local jurisdictions written overtime policy. That policy must be applied consistently across all funding sources whether they are Federal, State or local. If the jurisdiction indicates they are using the Fair Labor Standards Act (FLSA) or Department of Labor rules for their overtime policy, those rules will be applied to the overtime hours reported in the reimbursement request. For overtime calculated under the FLSA, paid leave is not allowable in the calculation of overtime, including comp time. For sub-recipients that have an Interlocal Cooperative Agreement, a Memorandum of Understanding or any other form of contract with other jurisdictions, the overtime policies of the sub-recipient receiving the award from the THSSAA is the controlling factor in determining calculation of overtime. The jurisdictions entering into the interposal agreement will be reimbursed based on the awarded sub-recipients overtime policy.

Request for reimbursement of payroll cost must be supported by timesheets, and proof of payment to the employee. **Request for reimbursement of overtime, backfill or cost of bringing part-time employees up to full time, shall only be for positions specifically identified in the operations order.** Copies of the payroll journal certified by the Payroll Officer or Chief Financial Officer must be included for each payroll reimbursement request submitted. Payroll reimbursements should be submitted monthly based on the ending date of the payroll period. For consistency, we have provided a form for use in submitting payroll reimbursement requests. Use of this form and

submission of the proper supporting documentation will facilitate timely reimbursement. Submission of multiple months on the same request will result in the denial of the request. The request will be returned and a separate reimbursement request must be submitted for each month included on the original request.

Unless otherwise authorized by FEMA/DHS, jurisdictions may not claim both mileage and fuel/vehicle maintenance at the same time. Mileage reimbursement is designed to include the costs for vehicle maintenance. If fuel is claimed, then vehicle maintenance may also be claimed. However, you cannot claim fuel and maintenance in addition to mileage. Note that on any operations order, (1) mileage must be listed as a budget item by itself, but not fuel and vehicle maintenance OR (2) fuel and vehicle maintenance can be listed as budget items, but not mileage. The AEL codes for these categories, when submitting expenditure requests are as follows:

(21OS-01-MILE) Mileage reimbursement for select operational expenses
(21OS-01-FLSG) Fuel reimbursement for select operational expenses
(21OS-01-MRSG) Reimbursement for select operational expenses associated with maintenance of Stonegarden operational vehicles

Mileage reimbursements should be submitted monthly on the appropriate form. For consistency, we have attached a form to be used for mileage claims.

Local governments receiving a grant from the THSSAA are responsible for ensuring all subcontractors are aware of and follow all grant requirements.

For reimbursement of equipment, the equipment must be included in the budget narrative submitted to Customs and Border Patrol and Department of Homeland Security included on the approved Operations Order.

The THSSAA recognizes there may be limitations in the procurement processes used by some entities. If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official, or individual who signed the grant award documents, stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity.

Documentation submitted in support of the reimbursement request must be in accordance with THSSAA Information Bulletin 11-005 (Revised July 2012).

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SAA Information Bulletin
No. 12-007
July 31, 2012

To: All Sub-recipients of Operation Stonegarden Grant Program Funds
From: Machelle Pharr, Deputy Assistant Director

Subject: Operation Stonegarden Grant Program

This information bulletin provides additional guidance in support of expenditures for which reimbursement is being requested under the Operation Stonegarden Grant Program. The content of this bulletin is effective July 31, 2012. This Information Bulletin supersedes TDEM-SAA Information Bulletin #15 issued January 11, 2010.

The Texas Homeland Security State Administrative Agency (THSSAA) is responsible for ensuring all expenditures, for which reimbursement is being requested, are reasonable, allowable and allocable. The THSSAA is guided by Office of Management and Budget (OMB) Circular A-87 in making this determination.

Chapter II, ATTACHMENT A, Section C paragraph 1.j of the Texas Uniform Grant Management Standards (UGMS) requires expenditures to be adequately documented. The reference states: "Documentation required may include, but is not limited to, travel records, time sheets, invoices, contracts, mileage records, billing records, telephone bills and other documentation that verifies the expenditure amount and appropriateness to the grant."

Operation Stonegarden Grant recipients are prohibited from obligating or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific or modified county level or equivalent Operational Order/Frag Operations Order with embedded estimated operational budget has been reviewed and approved by the appropriate U.S. Customs and Border Patrol (USCBP) Sector Representative, U.S. Customs and Border Patrol (CBP) Sector Headquarters (HQ), and the Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), Grant Development and Administration Division (GD&A) Program Analyst.

In addition, Operation Stonegarden Grant Recipients must have submitted the expenditure request into SPARs and obtained THSSAA approval prior to purchase or incurring an expense.

Sub-grantees are reminded that Operation Orders do not carry forward to a new grant. Each Operations Order is specific to the award and award year of the grant.

The U. S. Department of Homeland Security states that Operation Stonegarden funds may be used:

- to activate reserve State, local and Tribal law enforcement personnel
- to pay current part time law enforcement personnel salary bringing them to full time status
- for travel, per-diem and lodging to support up to a six (6) month deployment of law enforcement personnel to critical Southwest Border locations to support operational activities
- for fuel and/or fuel mileage reimbursement cap for operational activities
- for backfill costs for personnel supporting operational activities are allowable
- to support a request to the Governor to activate, deploy or redeploy specialized National GuardUnits/Packages and/or elements of State law enforcement to increase or augment Specialized/technical law enforcement elements operational activities
- to increase operational, material and technological readiness of State, local and Tribal law enforcement agencies.

However, prior to expending any OPSG funds, these categories must be included on an operations order that has been reviewed and approved by the appropriate USCBP Sector Representative, CBP Sector Headquarters (HQ), and the FEMA/GPD&A Program Analyst.

Sub-recipients are reminded that under FEMA grant guidance, no more than 50% of the amount of the award may be used for personnel costs (which includes, but is not limited to: overtime, backfill, and increasing capability by utilizing part-time and/or reserve law enforcement to support OPSG operational activities). This requirement may be waived at the discretion of the FEMA Administrator on a case by case basis, after receipt of a written request. The format for a waiver request can be found in Grant Programs Directorate Information Bulletin No. 321, dated July 09, 2009.

Payroll cost related to Operation Stonegarden funding is limited to operational overtime costs associated with law enforcement activities in support of border law enforcement agencies for increased border security enhancement; cost of bringing part-time employees up to full time; or, cost associated with backfill for personnel supporting operational activities. Overtime hours are determined based on the local jurisdictions written overtime policy. That policy must be applied consistently across all funding sources whether they are Federal, State or local. If the jurisdiction indicates they are using the Fair Labor Standards Act (FLSA) or Department of Labor rules for their overtime policy, those rules will be applied to the overtime hours reported in the reimbursement request. For overtime calculated under the FLSA, paid leave is not allowable in the calculation of overtime, including comp time. For sub-recipients that have an Interlocal Cooperative Agreement, a Memorandum of Understanding or any other form of contract with other jurisdictions, the overtime policies of the sub-recipient receiving the award from the THSSAA is the controlling factor in determining calculation of overtime. The jurisdictions entering into the interposal agreement will be reimbursed based on the awarded sub-recipients overtime policy.

Request for reimbursement of payroll cost must be supported by timesheets, and proof of payment to the employee. **Request for reimbursement of overtime, backfill or cost of bringing part-time employees up to full time, shall only be for positions specifically identified in the operations order.** Copies of the payroll journal certified by the Payroll Officer or Chief Financial Officer must be included for each payroll reimbursement request submitted. Payroll reimbursements should be submitted monthly based on the ending date of the payroll period. For consistency, we have provided a form for use in submitting payroll reimbursement requests. Use of this form and

submission of the proper supporting documentation will facilitate timely reimbursement. Submission of multiple months on the same request will result in the denial of the request. The request will be returned and a separate reimbursement request must be submitted for each month included on the original request.

Unless otherwise authorized by FEMA/DHS, jurisdictions may not claim both mileage and fuel/vehicle maintenance at the same time. Mileage reimbursement is designed to include the costs for vehicle maintenance. If fuel is claimed, then vehicle maintenance may also be claimed. However, you cannot claim fuel and maintenance in addition to mileage. Note that on any operations order, (1) mileage must be listed as a budget item by itself, but not fuel and vehicle maintenance OR (2) fuel and vehicle maintenance can be listed as budget items, but not mileage. The AEL codes for these categories, when submitting expenditure requests are as follows:

(21OS-01-MILE) Mileage reimbursement for select operational expenses
(21OS-01-FLSG) Fuel reimbursement for select operational expenses
(21OS-01-MRSG) Reimbursement for select operational expenses associated with maintenance of Stonegarden operational vehicles

Mileage reimbursements should be submitted monthly on the appropriate form. For consistency, we have attached a form to be used for mileage claims.

Local governments receiving a grant from the THSSAA are responsible for ensuring all subcontractors are aware of and follow all grant requirements.

For reimbursement of equipment, the equipment must be included in the budget narrative submitted to Customs and Border Patrol and Department of Homeland Security included on the approved Operations Order.

The THSSAA recognizes there may be limitations in the procurement processes used by some entities. If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official, or individual who signed the grant award documents, stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity.

Documentation submitted in support of the reimbursement request must be in accordance with THSSAA Information Bulletin 11-005 (Revised July 2012).

EXHIBIT "G"

Weekly Report

HIDALGO COUNTY

Your Agency Name

OPERATION STONEGARDEN WEEKLY ACTIVITY REPORT

Date	Number of Officers worked	Hours worked (Shift)*	Location Worked	Outcome
7/6/2013	3	1800-0400	WEST- MISSION AREA	6 VEHICLE STOP, 2 CITATIONS, 4 WARNINGS
		SAMPLE		
Total	3			

EXHIBIT "H"

Activity Log

PLEASE TYPE IN YOUR CITY NAME
2013 OPERATION STONEGARDEN
GRANT #: EMW-2012-SS-00018-501

DAILY ACTIVITY REPORT

Date: _____ **Overtime Rate:** _____

Begining tour of duty: _____ **Ending tour of duty:** _____

Starting Mileage: _____ **Ending Mileage:** _____ **Total:** _____

Shift: _____ **Unit #** _____

Calls for Service: _____

Vehicle Stops: _____

Citations Issued: _____

Misdemeanor Arrests: _____

Felony Arrests: _____

Stolen Vehicles: _____

Pursuits: _____

IA turned over to BP: _____

Narcotics Seizures: _____

Non-Drug Seizures: _____

IA Intel Reports: _____

Consent to Search : _____

Cases Investigated: _____

Case Data Entry: _____

Administrative Duties: _____

Officer (Print) _____ **Title:** _____ **I.D. #** _____

Officer (Sign) _____ **Title:** _____ **I.D. #** _____

Supervisor: _____ **Title:** _____ **I.D. #** _____

PLEASE TYPE IN YOUR CITY NAME

OPSG 2013 Grant#: EMW-2012-SS-00018-501

(Patrol Deputy, Sgt., Lt., Investigator)

PLEASE PRINT LEGIBLY

UNIT #	10-41	START MILEAGE	10-42	END MILEAGE	TOTAL MILEAGE

1.)	SECTOR	:00 PM - :00 AM, Deputy engaged in enhanced patrol activities in a designated area
		which is a rural high crime area in support of the goals identified in Operation Stonegarden

2.)	TIME AM/PM	SECTOR	

3.)	TIME AM/PM	SECTOR	

4.)	TIME AM/PM	SECTOR	

5.)	TIME AM/PM	SECTOR	

6.)	TIME AM/PM	SECTOR	

Police Officer: (Print) _____ **I.D.#:** _____ **Date:** _____

Police Officer: (Signature) _____ **I.D.#:** _____ **Date:** _____

Supervisor: _____ **I.D.#:** _____ **Date:** _____

EXHIBIT "I"

Property Acquisition Form

EXHIBIT "I"

CITY NAME
2013 STONEGARDEN GRANT - PROPERTY ACQUISITION FORM
GRANT #EMW-2012-SS-00018-501

Description	Tag ID#	Serial or ID#	Source of Property	Title Owner	Acquisition Date	Cost	% of Federal/ State Participation in Cost of Property	Location	Use & Condition of Property	Disposal Date	Price Sold

To be submitted monthly with attached photos of all equipment showing ID tags.

Rosie

From: GAN@TexasDPA.com
Sent: Wednesday, June 11, 2014 3:44 PM
To: deborah.fischer@auditor.co.hidalgo.tx.us; rosieg@hidalgoso.org
Subject: Grant Adjustment Notice has been RELEASED for Hidalgo County
Attachments: GAN_12-GA_48215-06.pdf

A Grant Adjustment Notice (GAN) has been **RELEASED** by the SAA or Region for Hidalgo County - 2012:

Subgrantee: **Hidalgo County**
GAN Type: **2012 Grant Adjustment**
GAN Date: 11-Jun-14
Due Date: 30-Jun-14

OPSG

Original Amount: $2,099,806.96
New Amount: $3,115,631.78
Delta: $1,015,824.82

Project Adjustment Details	Grant Name	From Amount	To Amount	Delta
Hidalgo County SO - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$1,012,563.27	$1,180,784.69	$168,221.42
Hidalgo County Constable Pct. 2 - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$12,589.36	$12,589.36	$0.00
Hidalgo County Constable Pct. 3 - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$28,310.50	$28,310.50	$0.00
Hidalgo County Constable Pct. 4 - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$23,603.16	$23,603.16	$0.00
City of Alamo PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$47,210.30	$47,210.30	$0.00
City of Donna PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$42,465.33	$42,465.33	$0.00
City of Edinburg PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$158,306.99	$158,306.99	$0.00
City of Hidalgo PD - Support International Border and Waterway Security	2012 OPSG	$145,953.81	$145,953.81	$0.00
City of La Joya PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$20,457.52	$20,457.52	$0.00
City of Mercedes PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$50,357.65	$50,357.65	$0.00

City of Mission PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$170,523.61	$170,523.61	**$0.00**
City of Palmview PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$39,341.92	$39,341.92	**$0.00**
City of Pharr PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$159,696.71	$159,696.71	**$0.00**
City of Penitas PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$28,289.49	$28,289.49	**$0.00**
City of San Juan PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$70,815.45	$70,815.45	**$0.00**
City of Weslaco PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$89,321.89	$89,321.89	**$0.00**
Texas Department of Public Safety (DPS) - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$530,880.20	**$530,880.20**
Texas Parks and Wildlife Deoartment (TPWD) - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$292,089.60	**$292,089.60**
Office of the Attorney General (OAG) - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$24,633.60	**$24,633.60**

2012 OPSG - 2OPSG8215	**From**	**To**
Grant Start Date:	Sep 01 2012	Sep 01 2012
Grant Close Date:	Jun 30 2014	Aug 15 2014

Reason for GAN:	Funds added
Reason Comment:	Additional 2012 OPSG Grant funds have been approved by FEMA/DHS for Hidalgo County and participating law enforcement agencies.

Attached is a copy of the required GAN paper work. Please print a copy, have the appropriate individual sign where designated and return the signed copy to the return address on the GAN. (Retain a copy of the signed document for your records.)

If you have any questions concerning this e-mail please contact the SAA.

NOTE: The GAN process is not complete until the SAA receives a signed copy of this GAN. All activities on this grant are frozen until the GAN is completely processed. Please attend to this matter as soon as possible.

DATE: June 13, 2014
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--TXDPS
ACCOUNT NUMBER: 4-1284-480-00-280-090-5-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
4-1284-480-00-280-090-5-131	Stonegarden TXDPS--Overtime	530,856.79
4-1284-480-00-280-090-5-220	Stonegarden TXDPS--FICA	23.41
	TOTAL APPROPRIATIONS	530,880.20
4-1284-331-12-280-090-5-000	Operation Stonegarden 2012--TXDPS	530,880.20
	TOTAL REVENUES	530,880.20

REASON: **To appropriate budget for the Operation Stonegarden 2012 Supplemental Sub-Repicient Grant Award to the TXDPS from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2012-SS-00018-S01; SSA Award 12-GA-48215-06

Grant Period: September 1, 2012 to August 15, 2014

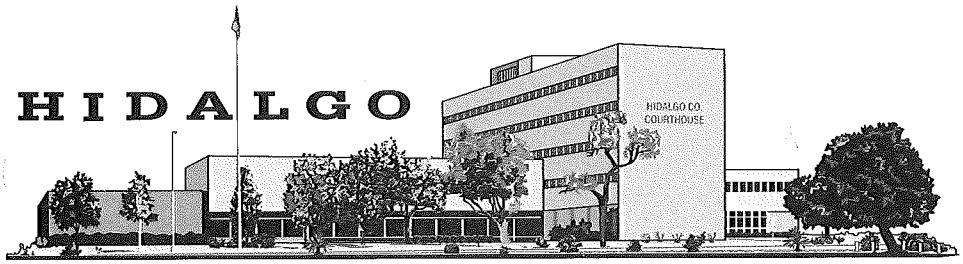
Emilio Vargas
DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

July 22, 2014

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., 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 § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners' court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) passed through the Texas Department of Public Safety. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$530,880.20	Award No. EMW-2012-SS-00018-S01 Operation Stone Garden Program (OPSG)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

7/18/14
Date

HIDALGO COUNTY DISTRICT JUDGES

ARDO 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.

AI-45452 **Adult Probation 13. A.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted By: Diana Solis, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

DWI Grant Program Income (1289):
1. Approval of certification of revenues by the County Auditor for the DWI grant program income in the amount of $2,755.90.
2. Aproval of appropriation of DWI grant program income (GPI) in the total amount of $2,755.90.

BACKGROUND

The GPI for June 2014 is equal to $2,755.90

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1289-423-00-320-032-4-XXX

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

BUDGETARY IMPACT:

The GPI for June 2014 is equal to $2,755.90

4-1289-342-30-320-032-4-000 DWI Court Revenues

Attachments

DWI June GPI Allocation
DWI Revenue June 2014
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/10/2014 04:29 PM
Manuel Chapa	Manuel Chapa	07/11/2014 08:57 AM
Purchasing Department	Monica Badillo	07/18/2014 05:26 PM

Form Started By: Diana Solis Started On: 07/10/2014 03:47 PM

Final Approval Date: 07/18/2014

DATE: July 10, 2014
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: HIDALGO COUNTY DWI COURT
ACCOUNT NUMBER: 4-1289-423-00-320-032-4-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

I would like to request the following amendments (increases) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
4-1289-423-00-320-032-4-601	DWI Court- Office Supplies	565.90
4-1289-423-00-320-032-4-604	DWI Court- Medical and Lab Supplies	390.00
4-1289-423-00-320-032-4-665	DWI Court- Minor Computer Equipment	1,800.00
TOTAL APPROPRIATION		**2,755.90**
4-1289-342-30-320-032-4-000	DWI Court- Revenues	2,755.90
TOTAL REVENUES		**2,755.90**

REASON:

To allocate the GPI (Generated Program Income) for June 2014.

Rodolfo Perez, Deputy Director
Hidalgo County CSCD

Date

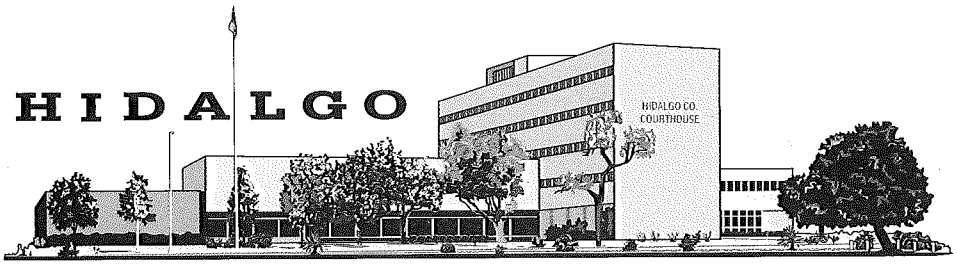
Ray Eufracio, CPA

Date

FY 2014 PRETRIAL DWI COURT FEES
$30,000 TOTAL PROJECTED

MTH	YR	MONTHLY PROJECTED	ACTUAL COLLECTED	DOLLAR VARIANCE
SEPT	13	$2,500.00	$2,600.10	$100.10
OCT	13	$2,500.00	$2,656.00	$156.00
NOV	13	$2,500.00	$3,395.00	$895.00
DEC	13	$2,500.00	$1,057.00	-$1,443.00
JAN	14	$2,500.00	$1,660.00	-$840.00
FEB	14	$2,500.00	$7,592.50	$5,092.50
MAR	14	$2,500.00	$6,818.00	$4,318.00
APR	14	$2,500.00	$1,530.00	-$970.00
MAY	14	$2,500.00	$1,637.00	-$863.00
JUN	14	$2,500.00	$2,755.90	$255.90
JUL	14	$2,500.00	$0.00	$0.00
AUG	14	$2,500.00	$0.00	$0.00
TOTAL		$30,000.00	$31,701.50	$6,701.50

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
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PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

July 15, 2014

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C Cuellar Jr., 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 all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court program income in the amount of $2,755.90 to be generated by the Hidalgo County Adult Probation Department for the DWI Court Grant FY2014. 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

7/16/14
Date

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA 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.

AI-45391 **Urban County 14. A.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted For: Lupita V. Garcia **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program on behalf of the City of Palmview, is requesting consideration and action to award and enter into a construction contract with SANCO General Contracting, Inc. in the amount of $111,038.00. UCP funds in Years 23, 24 & 25 (2010, 2011 & 2012) Street Improvements line item will be utilized.

BACKGROUND

The bid opening was held on April 30, 2014 and the lowest responsible bidder meeting all specifications and/or requirements was SANCO General Contracting, Inc. The project involves the rehabilitation of Abram Road Bridge in Palmview, Texas. Please see attached letter of recommendation by the project engineer, city's recommendation letter and contractor's general liability insurance. Project engineer firm is SAM Engineering and Surveying, Inc.

Contractor: SANCO GENERAL CONTRACTING, INC.

Contract Amount: $111,038.00

Available Funds:

$ 6,971.63 2010-STREET IMPROVEMENTS
$ 6,245.22 2011-STREET IMPROVEMENTS
$ 159,142.51 2012-STREET IMPROVEMENTS
$ 172,359.36 TOTAL

Attachments

City of Palmview Street Improvements

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/08/2014 04:53 PM
Purchasing Department	Monica Badillo	07/18/2014 05:26 PM

Form Started By: Olga Lerma Started On: 07/07/2014 02:54 PM

Final Approval Date: 07/18/2014

SAM Engineering and **S**urveying

SAMES
SAM ENGINEERING & SURVEYING INC.

Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 South Cage Boulevard, Suite A, Pharr, Texas 78577 Phone: (956) 702-8880 Fax: (956) 702-8883

June 24, 2014

Ramon Segovia
City Manager
City of Palmview
403 W. Veterans Blvd.
Palmview, TX. 78572

Re: Re-bid of
City of Palmview 2012 Street Improvements – Abram Road Bridge
Bid No. 5012-55-0311-5000-5500-UCP-GVG

Mr. Segovia,

As you are aware, the above referenced project was re-bid on April 30, 2014 at the Hidalgo County Purchasing Department. Subsequently, we have reviewed the lone bid proposal package submitted by SANCO General Contracting, Inc. with a **base bid amount of $71,640.00** and an **alternate bid amount of $111,038.00**. I have attached the bid tabulations for your reference. Please note that the alternate bid proposal includes all improvements included in the base bid proposal. Additionally, SANCO General Contracting has met all requirements set forth in the invitation to bid.

With this in mind, please consider our recommendation that SANCO General Contracting, Inc. be awarded the project for the total alternate bid price in the amount of **$111,038.00**.

I am available to help you answer any questions that you may have with this bid proposal and moving this project towards construction.

Respectfully Submitted,

Jose A. Rodriguez, PE, SIT
SAMES, Inc.

Cc: Ms. Diana Serna, Urban County Program
Mr. Tony Barco, Urban County Program
Lupita Garcia, Urban County Program
David Nacianceno, City of Palmview

BID TABULATIONS
CITY OF PALMVIEW 2012 STREET IMPROVEMENTS
(ABRAM ROAD BRIDGE)
HIDALGO COUNTY - URBAN COUNTY PROGRAM
BID No. 5012-55-0311-5000-5500-UCP-GVG

Bid Opening Date: April 30, 2014
9:30 a.m.
Hidalgo County Purchasing Dept.

ALTERNATE BID

BID ITEM	ITEM DESCRIPTION	UNIT	QTY	SANCO GEN. CONTRACTING UNIT PRICE	SANCO GEN. CONTRACTING TOTAL PRICE
1	TRAFFIC CONTROL.	LS	1	$ 12,000.00	$ 12,000.00
2	DEMOLISH AND REMOVE EXISTING CONCRETE RAILING.	LF	120	$ 160.00	$ 19,200.00
3	CLASS "C" CONCRETE (3,600 PSI), (TRAFFIC RAILS).	CY	10	$ 1,700.00	$ 17,000.00
4	EPOXY COATED STEEL REBAR, GRADE 60 (TRAFFIC RAILS).	LBS	2,530	$ 8.00	$ 20,240.00
5	TERMINAL ANCHOR SECTION, INCLUDING TERMINAL CONNECTOR AND ALL APPURTENANT HARDWARE REQUIRED TO ADDEQUATELY CONNECT TO CONCRETE RAIL.	EA	4	$ 800.00	$ 3,200.00
6	4 FT DIA. FIBERGLASS MANHOLE.	EA	3	$ 2,000.00	$ 6,000.00
7	4 FT x 4 FT CONCRETE INLET WITH GRATE.	EA	2	$ 2,800.00	$ 5,600.00
8	8" PVC SDR 35 GRAVITY STORM LINE (ASTM D3034).	LF	340	$ 18.00	$ 6,120.00
9	8" PVC GASKETED FITTINGS (STORM LINE) (ASTM D3034).	EA	4	$ 300.00	$ 1,200.00
10	12" PVC SDR 35 GRAVITY STORM LINE (ASTM D3034).	LF	37	$ 24.00	$ 888.00
11	8" DUCTILE IRON PIPE (CL 250), INCLUDING APPURTENANT FLANGED FITTINGS AND HARDWARE.	LF	107	$ 120.00	$ 12,840.00
12	GALVANIZED STEEL BRACKET, INCLUDING ANCHOR BOLTS, EPOXY, AND ALL APPURTENANT HARDWARE.	EA	5	$ 300.00	$ 1,500.00
13	GALVANIZED CLEVIS HANGER, INCLUDING TREADED ROD, AND ALL APPURTENANT HARDWARE.	EA	5	$ 300.00	$ 1,500.00
14	CONCRETE PAVEMENT REPAIR.	SY	10	$ 120.00	$ 1,200.00
15	HMAC PAVEMENT REPAIR.	SY	43	$ 50.00	$ 2,150.00
16	CONCRETE SIDEWALK REPAIR.	SY	5	$ 80.00	$ 400.00
	ALTERNATE BID TOTAL:				**$ 111,038.00**

STATE OF TEXAS
JOSE A. RODRIGUEZ
117308
LICENSED PROFESSIONAL ENGINEER

06/24/2014

SAMES, INC.
200 S. CAGE BLVD. PHARR, TX. 78577
PH: 956-702-8880 FAX: 956-702-8883
Reg. No. F-[illegible]02

BID TABULATIONS
CITY OF PALMVIEW 2012 STREET IMPROVEMENTS
(ABRAM ROAD BRIDGE)
HIDALGO COUNTY - URBAN COUNTY PROGRAM
BID No. 5012-55-0311-5000-5500-UCP-GVG

Bid Opening Date: April 30, 2014
9:30 a.m.
Hidalgo County Purchasing Dept.

BASE BID

BID ITEM	ITEM DESCRIPTION	UNIT	QTY	SANCO GEN. CONTRACTING	
				UNIT PRICE	TOTAL PRICE
1	TRAFFIC CONTROL.	LS	1	$ 12,000.00	$ 12,000.00
2	DEMOLISH AND REMOVE EXISTING CONCRETE RAILING.	LF	120	$ 160.00	$ 19,200.00
3	CLASS "C" CONCRETE (3,600 PSI), (TRAFFIC RAILS).	CY	10	$ 1,700.00	$ 17,000.00
4	EPOXY COATED STEEL REBAR, GRADE 60 (TRAFFIC RAILS).	LBS	2,530	$ 8.00	$ 20,240.00
5	TERMINAL ANCHOR SECTION, INCLUDING TERMINAL CONNECTOR AND ALL APPURTENANT HARDWARE REQUIRED TO ADDEQUATELY CONNECT TO CONCRETE RAIL.	EA	4	$ 800.00	$ 3,200.00
	BASE BID TOTAL:				$ 71,640.00

06/24/2014

SAMES, INC.
200 S. CAGE BLVD. PHARR, TX. 78577
PH: 956-702-8880 FAX: 956-702-8883
Reg. No. F-[illegible]32

CITY OF PALMVIEW

Moving in the Right Direction

MAYOR
Jorge G. Garcia

MAYOR PRO-TEM
Ricardo Villarreal

COUNCILMEN
Noe Ruben Muñoz
Gerardo Pérez
Joel Garcia Jr.

COUNCILWOMAN
Graciela S. Flores

CITY MANAGER
Ramón Segovia

DIR. OF CITY SERVICES
David Nacianceno

CITY SECRETARY
Aida Rivas

June 24, 2014

Lupita Garcia
Program Coordinator II
Urban County Program
427 E. Duranta Avenue, Suite 107
Alamo, Texas 78516

Re: Recommendation for Construction Contract
City of Palmview 2012 Street Improvements- Abram Road Bridge
Bid No. 5012-55-0311-5000-5500-UCP-GVG

Ms. Garcia,

The purpose of this letter is to formally request that the agenda item for the above referenced project be approved by the Court of Commissioners of Hidalgo County and Awarded to SANCO General Contracting, Inc. for a total amount of $111.038.00.(Alternate Bid proposal). The City of Palmview concurs with the engineer's recommendation to award the construction contract to SANCO General Contracting, Inc.

Respectfully,

Ramon Segovia
City Manager

Cc: Saul Maldonado, PE-SAMES, Inc.
Jose Rodriguez, EIT, SIT – SAMES, Inc.

COLAINC-01 BHAGATMA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/7/2013

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
Willis of Texas, Inc.
c/o 26 Century Blvd.
P.O. Box 305191
Nashville, TN 37230-5191

CONTACT NAME:
PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : America First Lloyd's Insurance Company	11526
INSURER B : Associated International Insurance Company	27189
INSURER C : Service Lloyds Insurance Company	43389
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sanco General Contracting, Inc.
4536 N Schuerback Rd
Palmview, TX 78574

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 X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X	X	CBP 7218250	8/18/2013	8/18/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			XOBW4716213	9/12/2013	9/12/2014	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SRZE14052-13	8/20/2013	8/20/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
General Liability Policy contains the following endorsements: Additional Insured - Owners, Lessees, or Contractors automatic status when required in construction agreement with you and Waiver of Transfer of Rights of Recovery Against Others To Us - When Required In A Contract or Agreement with You.

CERTIFICATE HOLDER
Hidalgo County
Urban County Program
427 E. Durante Ave. Suite 107
Alamo, TX 78516

CANCELLATION
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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/02/2014

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.

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PRODUCER	DON AUSMUS- STATE FARM INSURANCE 2021 W NOLANA AVE MCALLEN, TX 78504	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURED	SANCO GENERAL CONTRACTING, INC 4536 N SCHUERBACH RD MISSION, TX 78574	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y		BINDER 53-6871	07/02/2014	01/02/2015	COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$ 300,000
	[X] ALL OWNED AUTOS [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ 500,000
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ 500,000
							UM/UIM	$ 500,000
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

HIDALGO COUNTY
URBAN COUNTY PROGRAM
427 E DURANTE AVE STE 107
ALAMO, TX 78516

CANCELLATION

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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CONSTRUCTION CONTRACT

This Agreement entered into this **22nd day of July , 2014** by and between Hidalgo County acting by and through Hidalgo County Urban County Program, hereinafter called the "OWNER", acting herein through its County Judge and **SANCO General Contracting, Inc. (a corporation)** of **Mission,** State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME:	**Palmview – Street Improvements**
PROJECT No.:	**5012-55-0311-5000-5500-UCP-GVG**
PROJECT DESCRIPTION:	**Abram Road Bridge Project**

Heinafter called the project, for the sum of **($111,038.00) – One hundred Eleven thousand, thrity-eight dollars and zero cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **SAM Engineering and Surveying, Inc.**, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **45 consecutive calendar days** thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($500.00) Five hundred dollars and zero cents** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

_____
Ana A. Sanchez, President

Name of Firm: SANCO General Contracting, Inc.

Address: 4536 N. Schuerback Road,
Mission, Texas 78572

Federal I.D./S.S.: 26-1936357

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the ___ day of _____, 20_____,

by _____, _____ of and on behalf of _____.
(title) (a corporation) (a partnership) (an individual)

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna
Urban County Director

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: Stephen L. Crain
Date: July 12, 2012

AI-45519 **Urban County 14. B.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted For: Monica Leal **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of Precinct No. 2 is requesting consideration and action to award bid received from Walters Group Inc. d/b/a Surrey Fire Safety House in the amount of $69,968.00 for the purchase and delivery of a Fire Educational Trailer. This project will be funded thru UCP – Precinct No. 2 Public Service (general) FY 25 (2012) and the City of San Juan general disbursement funds.

BACKGROUND

The Urban County Program requested and received a sole bid for the Purchase of a Fire Educational Trailer for the San Juan Fire Department. Urban County Program prepared the specification packages. Bid was received and opened at the Hidalgo County – Purchasing Department on June 4, 2014. (See attached copy of bid tabulation sheet).

Contractor:	Walters Group Inc. d/b/a Surrey Fire Safety House a division of Walters Group Inc.	
Contract Amount:	**$69,968.00**	
Available Funds:	$61,000.00	FY 25 (2012) Pct 2 Public Service (general)
	$ 8,968.00	City of San Juan General Funds
	$69,968.00	

Attachments

Fire Educational Trailer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/15/2014 03:13 PM
Purchasing Department	Monica Badillo	07/18/2014 05:26 PM

Form Started By: Olga Lerma Started On: 07/15/2014 08:20 AM

Final Approval Date: 07/18/2014

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: June 4, 2014	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: Hidalgo County – Precinct No. 2 – Public Service (general)
"Purchase of a Fire Educational Trailer for the San Juan Fire Department"

BID NO.: 5012-92-0500-5000-9200-UCP-ML **No addendums required**	**PROCURMENT SPECIALIST:**

BID # RFB#	NAME OF COMPANY	TOTAL PRICE	BID BOND OR CHECK INCLUDED
#1	SURREY FIRE SAFETY HOUSE- 33BLTD	$69,968.00	NO BOND REQIURED
#2			
#3			
#4			
#5			
#6			
#7			

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

Quotation

6-04-14

Martha Salazar
Hidalgo County Administration
2812 So. Business Hwy.281
Edinberg, Texas 78539

Quote Date 5/21/2014
Quote Number 3057

Witnessed

SURREY FIRE SAFETY HOUSE 33BLTD

Item #	Description	Qty	Price	Extended Price
33BLTD	33' BLEACHER FIBERGLASS BASE PRICE (OPTIONS BELOW)	1	$48,930.00	$48,930.00
1311	ALUMINUM WHEE L UPGRADE TANDEM	1	$753.00	$753.00
926	DOUBLE ROOF INSULATION THIS OPTION PROVIDED AT NO CHARGE COURTESY SURREY FIRE SAFETY HOUSE	1	$0.00	$0.00
135	DUAL 13,500 BTU AIR CONDITIONERS INCL. 50 AMP SERVICE	1	$1,645.00	$1,645.00
625	FUEL GAUGE (ELECTRIC)	1	$130.00	$130.00
1234	FUEL TANK (UNDER FLOOR W/FILL)	1	$1,350.00	$1,350.00
820	GEL-COAT (33)EXTERIOR-HIGH GLOSS (33')	1	$1,700.00	$1,700.00
900	HEARING IMPAIRED SMOKE ALARM-W/ CUTOFF SWITCH THIS OPTION PROVIDED AT NO CHARGE COURTESY SURREY FIRE SAFETY HOUSE	1	$0.00	$0.00
655	HEATED DOOR KNOB THIS OPTION PROVIDED AT NO CHARGE COURTESY SURREY FIRE SAFETY HOUSE	1	$0.00	$0.00
279	LIGHTED EXIT SIGN W/SWITCH	1	$135.00	$135.00
846	NEIGHBORS HOUSE (WITH OUT STORAGE BAGS)	1	$410.00	$410.00
845	NEIGHBORS HOUSE STORAGE BAGS "Heavy Duty"	1	$85.00	$85.00
497	NEIGHBORS HOUSE TELEPHONE	1	$30.00	$30.00
556	ONAN 7000 GENERATOR (COMMERCIAL) RV STYLE	1	$7,735.00	$7,735.00
190	PA SYSTEM COMPLETE	1	$570.00	$570.00

Approved for Surrey Fire Safety House

Item #	Description	Qty	Price	Extended Price
1357	SAFETY POT (FLAMING)	1	$170.00	$170.00
445	SAFETY STOVE	1	$495.00	$495.00
670	SMOKING DOOR OPTION THIS OPTION IS PROVIDED AT NO CHARGE COURTESY SURREY FIRE SAFETY HOUSE	1	$0.00	$0.00
401	TV 22" LCD OUTSIDE VIEWING W/VCR/DVD	1	$630.00	$630.00
4006	Y-GRAPHICS CREATED IN HOUSE - AVERAGE COST	1	$2,000.00	$2,000.00
DELIVERY	Z-DELIVERY-NON TAXABLE	1	$3,200.00	$3,200.00

SAN JUAN FIRE DEPARTMENT

Total Items	$66,768.00
Labor / Shipping	$3,200.00
Sales Tax Exempt	$0.00
Total Quote	**$69,968.00**

GSA Contract # GS 30F 0042V Contract held by Walters Group Inc.

http://www.firesafetyhouse.com surrey@bright.net

This bid/quote is good for 120 days. Our Units are built from the ground up using all new materials.

WALTERS GROUP INC. FED ID# 34-1943826 DUNS# 120440235 CAGE CODE 1MLF6

GSA Contract # GS 30F 0042V Contract held by Walters Group Inc. A Veteran Owned Small Business.

Initials

6-04-14

Witnesses

Licensed for Surrey Fire Safety House

WALTE-1 OP ID: SS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/02/2014

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PRODUCER Bokerman Yackee Koesters Ins. 1223 N. Scott St Napoleon, OH 43545-0390 Joel A. Bokerman	CONTACT NAME: Joel A. Bokerman PHONE (A/C, No, Ext): 419-599-5540 FAX (A/C, No): 419-599-1838 E-MAIL ADDRESS: joel@bykagency.com
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Auto-Owners Insurance Company	18988
INSURED Walters Group Inc 222 E. Front St. Napoleon, OH 43545	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR			05479757	03/01/2014	03/01/2015	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 1,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ Excluded
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS			4347975701	03/01/2014	03/01/2015	BODILY INJURY (Per accident)	$
	X HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
A	EXCESS LIAB CLAIMS-MADE			43479757-02	03/01/2014	03/01/2015	AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
	Dealers Blanket			43479757-00	03/01/2014	03/01/2015	Dealers B	100,000
	Garage Keepers			43479757-00	03/01/2014	03/01/2015	Garage Ke	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Auto coverage includes a 2010 Dodge Ram 2500 VIN 3D7UT2CL9AG161508

CERTIFICATE HOLDER

HIDBEI1

Hidalgo / Urban
County Court House
100 N Closner Blvd
Edinburg, TX 78539

CANCELLATION

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

Joel A. Bokerman

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SURREY

FIRE SAFETY AND COMMAND
1-800-283-8233 FAX 1-419-599-7417
PO BOX 388 NAPOLEON OHIO. 43545

WE BUILD QUALITY FROM THE GROUND UP!

GSA CONTRACT# GS30F-0042V

WARRANTY

SURREY TWO YEAR STRUCTURAL WARRANTY!

WARRANTY: ALL WARRANTY REPAIR MAY BE PERFORMED BY A QUALIFIED **RV DEALER IN YOUR AREA.** WITH THE EXCEPTION OF ELECTRONICS ASSOCIATED WITH SEVERE WEATHER TRAINING AND 911 TELEPHONE. THOSE ELECTRONICS MUST BE SERVICED BY SURREY. THE ELECTRONICS MUST BE SHIPPED TO US FOR REPAIR. AFTER THE WARRANTY PERIOD YOU MAY RETURN THE ELECTRONICS TO US FOR SERVICE REQUIRED. APPROVAL THRU OUR OFFICE IS REQUIRED.

COVER ALL

EVERY SURREY FIRE SAFETY HOUSE IS COVERED BY SEVERAL DIFFERENT WARRANTIES.

COVER ALL **BUMPER TO BUMPER** WARRANTY COVERS THE COMPLETE UNIT FOR A PERIOD OF **1 YEAR FROM DATE OF PURCHASE FOR DEFECTS IN MATERIALS AND WORKMANSHIP.**

DAMAGE, MISUSE AND ABUSE IS NOT COVERED BY WARRANTY.

FLOOR

ALL FLOORS ARE CONSTRUCTED USING ¾" " EXTERIOR GRADE PLYWOOD. THIS MATERIAL HAS A 3 YEAR WARRANTY

ROOF

ALL ROOF COVERING MATERIAL IS ALUMINUM OR RUBBER AND IS WARRANTED FOR A PERIOD OF **10YEARS.** IT IS THE BUYERS RESPONSIBILITY TO PERFORM AN ANNUAL VISUAL INSPECTION OF ROOF SEALER TO INSURE THERE ARE NO CRACKS AND ALLOW WATER DAMAGE. MAINTENANCE OF THIS ROOF SEALER IS THE RESPONSIBILITY OF THE BUYER. THE MORE THE UNIT IS INDOOR'S THE LONGER THE ROOF SEALER WILL LAST (THE STANDARD ROOF COVERING IS ALUMINUM)

APPLIANCES

ALL APPLIANCES , FURNACE, STOVE , AIR CONDITIONING, ARE COVERED FOR A PERIOD OF **2 YEARS FROM DATE OF PURCHASE.**

AXLES

ALL STD SPRING AXLES ARE WARRANTED FOR A PERIOD OF 1 YEAR.
ALL OPTIONAL RUBBER TORSION AXLES ARE WARRANTED FOR 5 YEARS
TIRES ARE WARRANTED BY THE TIRE MFG.

STRUCTURAL

ALL SURREY FIRE SAFETY HOUSE UNITS ARE COVERED FOR A PERIOD OF **2 YEARS FROM DATE OF PURCHASE** AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP. SHOULD A STRUCTURAL REPAIR NEED TO BE MADE ANY QUALIFIED RV DEALER IN YOUR AREA MAY PERFORM THE REPAIR. PRIOR AUTHORIZATION FOR STRUCTURAL REPAIR MUST BE OBTAINED THROUGH SURREY FIRE SAFETY HOUSE CUSTOMER SERVICE.

These units require annual inspection of roof sealer and correction of any defects found. This is a maintenance expense and is the responsibility of the purchaser. The only way to insure a dry unit is take care of your roof.

TRANSPORTATION OF THE TRAILER TO YOUR LOCAL DEALER FOR WARRANTY REPAIR AND OR ON SITE SERVICE CALLS ARE NOT A WARRANTED EXPENSE AND ANY COST INCURRED ARE THE EXPENSE OF THE OWNER. CHARGES FOR THESE ITEMS WILL NOT BE ACCEPTED. THIS IS AN INDUSTRY STANDARD.

WARRANTY CONTACT: **GENE WALTERS**
OFFICE **800-283-8233**
FAX **419/599/7417**
E-MAIL surrey@bright.net

SERVICE CALL TRAVEL CHARGES ARE NOT COVERED BY WARRANTY.

AI-45453 **Urban County 14. C.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted For: Amanda V. Flores **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Urban County Program is requesting County Commissioner's Court approval of a Resolution designating authorized signatories for contractual documents and documents for requesting funds pertaining to the TxCDBG - Texas Department of Agriculture (TDA) Contract No. 713045.

2. Consideration and approval to authorize the County Judge to sign any and all contractual documents associated with TDA Contract No. 713045 (i.e. amendment requests, change orders, financial documents, etc.).

BACKGROUND

The Texas Department of Agriculture requires a Resolution passed by County Commissioner's Court authorizing the signatories for the above referenced grant.

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/11/2014 11:47 AM
Purchasing Department	Monica Badillo	07/18/2014 05:26 PM

Form Started By: Olga Lerma Started On: 07/11/2014 09:19 AM

Final Approval Date: 07/18/2014

A202

Depository/Authorized Signatories Designation Form

TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
DEPOSITORY/AUTHORIZED SIGNATORIES DESIGNATION FORM

Grant Recipient Hidalgo TxCDBG Contract No. 713045

The individuals listed below are designated by resolution as authorized signatories for contractual documents.

Ramon Garcia	Yolanda Chapa
(Name)	(Name)
Hidalgo County Judge	Hidalgo County Chief Administrator
(Title)	(Title)
(Signature)	(Signature)

In addition to the individuals listed above, the individuals listed below are designated by resolution as authorized signatories for the *Request for Payment Form* (Form A203)—(At least two (2) signatories required).

Diana R. Serna	Antonio Barco
(Name)	(Name)
Urban County Program Executive Director	Urban County Program Deputy Director
(Title)	(Title)
(Signature)	(Signature)
(Name)	(Name)
(Title)	(Title)
(Signature)	(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. Grant Recipients are strongly encouraged to use the sample resolution provided.

RESOLUTION AUTHORIZING SIGNATORIES

A RESOLUTION BY COMMISSIONER'S COURT OF THE COUNTY OF HIDALGO TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TxCDBG) CONTRACT NUMBER 713045.

WHEREAS, the County of Hidalgo, Texas has received a Texas Community Development Block Grant award, 2013-2014 Colonia Economically Distressed Areas Program (CEDAP) Contract No. 713045, to provide first time Rehabiliation: Single-Unit Sewer Service improvements, and;

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents for requesting funds from the Texas Department of Agriculture, and;

WHEREAS, an original signed copy of the TxCDBG *Depository/Authorized Signatories Designation Form* **(Form A202)** is to be submitted with a copy of this Resolution, and;

WHEREAS, the County of Hidalgo, Texas acknowledges that in the event that an authorized signatory of the County changes (elections, illness, resignations, etc.), the County must provide TxCDBG with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised TxCDBG *Depository/ Authorized Signatories Designation Form* **(Form A202)**.

NOW THEREFORE, BE IT RESOLVED BY COMMISSIONER'S COURT OF THE COUNTY OF HIDALGO, TEXAS, AS FOLLOWS:

The County Judge, Hidalgo County Chief Administrator, Urban County Program Executive Director, and Urban County Deputy Director be authorized to execute contractual documents between the Texas Department of Agriculture and the County for the 2013-2014 Texas Community Development Block Grant Program Contract No. 713045.

The County Judge, Hidalgo County Chief Administrator, Urban County Program Executive Director, and Urban County Deputy Director be authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the 2013-2014 Texas Community Development Block Grant Program Contract No. 713045.

PASSED AND APPROVED BY COMMISSIONER'S COURT OF THE COUNTY OF HIDALGO, TEXAS on July 22, 2014

_____
Ramon Garcia, County Judge
Hidalgo County, Texas

Attest:

_____
Arturo Guajuardo Jr., County Clerk
Hidalgo County, Texas

AI-45544 **Planning Department 15. A.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted For: Raul E. Sesin, P.E. **Submitted By:** Nora Cavazos, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval with Variance Request
a. Los Vientos Estates Phase 2 – Pct. 4 (Kathryn I. East)

2. Preliminary Approval
a. La Esperanza Subdivision – Pct. 1 (Taek & Nancy Kim)

3. Final Approval
a. Los Cielos Subdivision – Pct. 1 (Ramon Saenz Jr.)
b. Sharyland ISD Pioneer High School – Pct. 3 (Sharyland ISD)

4. Final Approval with Financial Guarantee
a. Coronado Subdivision – Pct. 1 (Amador Coronado)

5. Discussion and possible action to approve an order, closing, abandoning, and vacating 2.5 acres of Pct. 1 - Engleman Rd.

BACKGROUND

Attachments

Los Vientos Estates 2 - Preliminary
La Esperanza - Preliminary
Los Cielos - Final
Sharyland ISD Pioneer High School - Final
Coronado - Final
Order for Engleman Rd

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/16/2014 02:15 PM
Glinda Pacheco	Glinda Pacheco	07/17/2014 11:59 AM
Purchasing Department	Monica Badillo	07/18/2014 05:26 PM

Form Started By: Nora Cavazos Started On: 07/16/2014 11:37 AM

Final Approval Date: 07/18/2014

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING
DATE: 07-22-2014

PROPOSED **LOS VIENTOS ESTATES PHASE 2** SUBDIVISION, PRECINCT No. **4** .

ENGINEER: **MELDEN & HUNT, INC.** DEVELOPER: **KATHRYN I. EAST**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☒ WITH VARIANCE

NUMBER OF LOTS: **17** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **North side of Mile 22 ½ North Rd with the intersection of Val Verde Rd.**

SUBDIVISION LIES WITHIN THE: ☒ *The rural area of the County*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **06-25-14** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Detention will be provided in the green area and low areas of each lot.**

ROAD R.O.W. DEDICATION: **27.5 feet on Mile 22 ½ North Road**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **05-21-14** : By, **Jesse Ozuna** PCT 4 R.O.W. AGENT

H.C.H.D APPROVAL DATE: **05-22-14** by: **Elizardo "Chardo" Ramos,** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez**
☐ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **8"** LOCATION: **North of Mile 22 ½ North Rd**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **05-21-14 .**: By **Martin Ramirez, Director of Office of Environmental Compliance**
☒ **LARGE CONSTRUCTION**
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON:

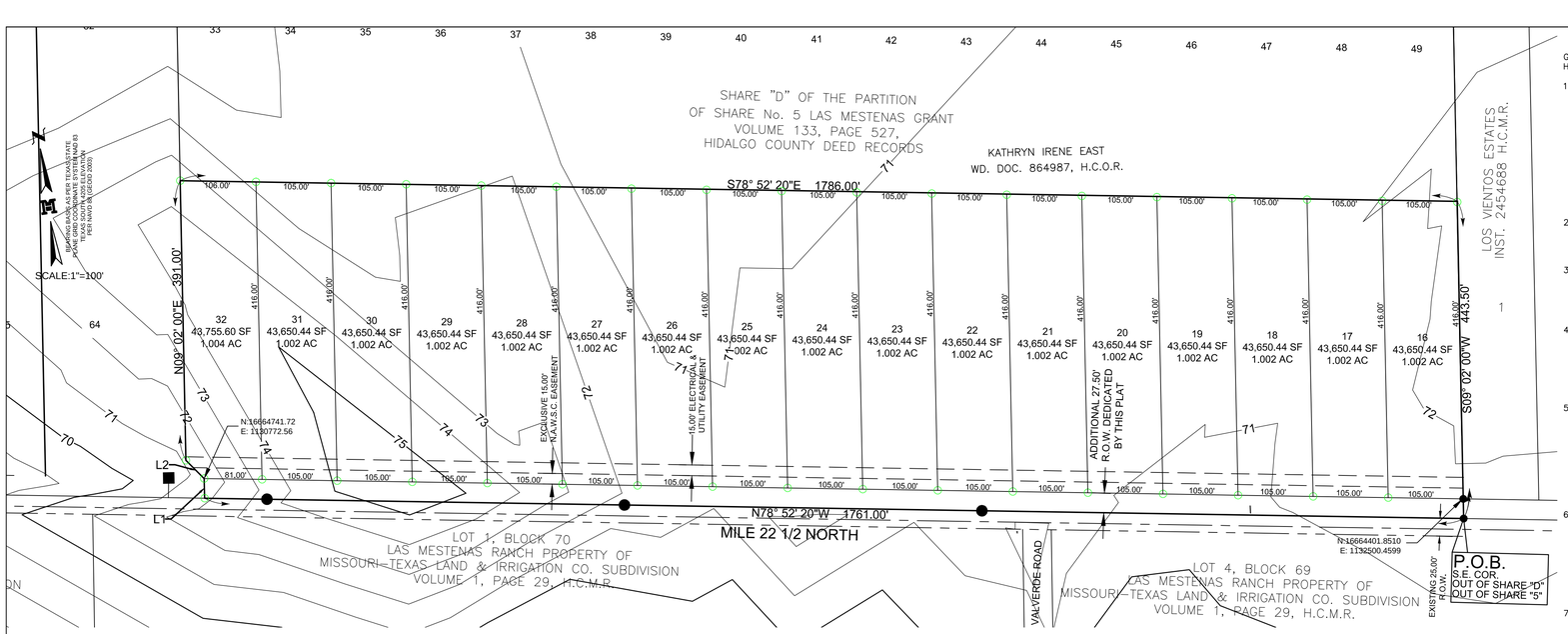
REQUEST FOR FINAL APPROVAL WITH:
☐ **Cash Deposit:** *Amount:$_____For:* ☐ *OSSF(S)_____* ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS
☐ **A Letter of Credit** *Financial Institution: _____ L.O.C No. _____*
Amount: $_____For: ☐ *OSSF(S)_____* ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS

STAFF RECOMMENDS: ☒ **Preliminary Approval with Variance Request** *subject comments and future recommendations by planning and other departments*

VARIANCE REQUEST ON: ***Variance Request for 1/3 escrow on Mile 22 ½ North under Hidalgo County Subdivision Rules, Appendix 9, Section 9.3, Plate 9.11 "Rural Section Collector Street" And Plate No. 9.3 Class "C" Pavement.***

☐ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



SUBDIVISION MAP OF

LOS VIENTOS ESTATES PHASE 2

BEING 18.149 ACRES OUT OF
SHARE "D" OF THE PARTITION OF SHARE 5
OUT OF LAS MESTENAS GRANT
VOLUME 133, PAGE 527, H.C.D.R.
HIDALGO COUNTY, TEXAS

Lot Line Table		
Line #	Length	Direction
L1	27.52'	N09° 02' 00"E
L2	36.00'	N34° 55' 10"W

PROJECT LEGEND

- ● FOUND. No.4 REBAR
- ○ SET No.4 REBAR W/PLASTIC CAP STAMPED MELDEN & HUNT
- R.O.W. - RIGHT OF WAY
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- N.A.W.S.C. - NORTH ALAMO WATER SUPPLY CORPORATION
- S.W. COR. - SOUTHWEST CORNER
- P.O.B. - POINT OF BEGINNING
- ( ) - MAP CALL
- { } - DEED CALL

INDEX TO SHEET OF LOS VIENTOS ESTATES PHASE 2

SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP: LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; ENGINEERING CERTIFICATION; APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY JUDGE CERTIFICATE, H.C.D.D. No. 1., HIDALGO COUNTY RIGHT OF WAY DEPARTMENT CERTIFICATE, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; NORTH ALAMO WATER SUPPLY CORPORATION CERTIFICATION.

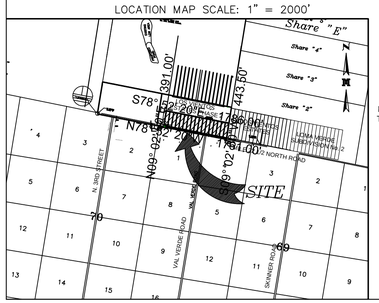
SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER / OSSF AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION), WATER DETAILS;

SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE; DRAINAGE POND REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE POND, ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

LOS VIENTOS ESTATES PHASE 2 IS LOCATED IN THE EAST PART OF HIDALGO COUNTY ON THE NORTH SIDE OF MILE 22½ NORTH ROAD, AND THE INTERSECTION OF VAL VERDE ROAD AND MILE 22½ NORTH ROAD, THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100). LOS VIENTOS ESTATES PHASE 2 LIES APPROXIMATELY 4.5 MILES FROM THE CITY LIMITS (AND IS NOT WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001.
THIS SUBDIVISION FALLS WITHIN PRECINCT 4.

LOCATION MAP SCALE: 1" = 2000'



MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
115 W. McINTYRE OFF: (956) 381-0981
EDINBURG, TX. 78541 FAX: (956) 381-1839
227 N. F.M. 3167 OFF: (956) 487-8256
RIO GRANDE CITY, TX. 78582 FAX: (956) 488-8591
E-MAIL: www.meldenandhunt.com ESTABLISHED 1947

DRAWN BY: Ciro DATE: 06-23-14.
SURVEYED, CHECKED DATE: .
FINAL CHECK DATE: .

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	KATHRYN I. EAST	2112 W. UNIVERSITY DR, PMB703	EDINBURG, TX. 78539	(956) 287-8349	(956) 287-8359
ENGINEER:	FRED L. KURTH	115 W. McINTYRE ST.	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE ST.	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

DESCRIPTION OF LOS VIENTOS ESTATES PHASE 2
METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 18.149 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING PART OR PORTION OUT OF SHARE 5 OUT OF SHARE "D" OUT OF THE LAS MESTENAS GRANT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4, PAGE 48, HIDALGO COUNTY MAP RECORDS, SAID SHARE "D" SHOWN ON THE PLAT OF ORIGINAL SHARE NO. 5 LAS MESTENAS GRANT, RECORDED IN VOLUME 133, PAGE 527, HIDALGO COUNTY DEED RECORDS, WHICH SAID 18.149 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NO. 4 REBAR FOUND, WITH A NORTHING OF 16664374.702 AND AN EASTING OF 1132496.266, AT THE SOUTHEAST CORNER OF SAID SHARE "D", FOR THE SOUTHEAST CORNER OF THIS TRACT;

1. THENCE, N 78° 52' 20" W ALONG THE SOUTH LINE OF SAID SHARE "D" AND THE NORTH RIGHT-OF-WAY OF MILE 22½ NORTH ROAD, A DISTANCE OF 1761.00 FEET TO A MONUMENT SET FOR THE SOUTHWEST CORNER OF THIS TRACT;
2. THENCE, N 09° 02' 00" E, A DISTANCE OF 27.52 FEET TO A NO. 4 REBAR SET FOR THE HEREBY PROPOSED NORTH RIGHT-OF-WAY LINE OF MILE 22 ½ NORTH, FOR AN ANGLE POINT OF THIS TRACT;
3. THENCE, N 34° 55' 10" W, ALONG A CLIP A DISTANCE OF 36.00 FEET TO A NO. 4 REBAR SET FOR A CORNER CLIP OF THIS TRACT;
4. THENCE, N 09° 02' 00" E, A DISTANCE OF 391.00 FEET TO A NO. 4 REBAR SET FOR THE NORTHWEST CORNER OF THIS TRACT;
5. THENCE, S 78° 52' 20" E, A DISTANCE OF 1786.00 FEET TO A NO. 4 REBAR SET ON THE EAST LINE OF SAID SHARE "D" AND THE WEST LINE OF LOS VIENTOS ESTATES AS RECORDED IN (INSTRUMENT 2454688 H.C.M.R.) FOR THE NORTHEAST CORNER OF THIS TRACT;
6. THENCE, S 09° 02' 00" W ALONG THE EAST LINE OF SAID SHARE "D" AND AND THE WEST LINE OF SAID LOS VIENTOS ESTATES AT A DISTANCE OF 416.00 FEET PASS A NO. 4 REBAR FOUND FOR THE HEREBY PROPOSED NORTH RIGHT-OF-WAY LINE OF MILE 22 ½ NORTH, CONTINUING A TOTAL DISTANCE OF 443.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 18.149 ACRES OF LAND, MORE OR LESS.

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND DESCRIBED ABOVE FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT SHE IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE DAY OF _____ 20 ___.

_____
(GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED KATHRYN I. EAST KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20 ___.

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

GENERAL PLAT NOTES & RESTRICTIONS:
HIDALGO COUNTY GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE STATEMENT: ZONE "X" (UNSHADED) AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN; COMMUNITY-PANEL NO. 480334 0325 D MAP REVISED JUNE 6, 2000 REVISED TO REFLECT LOMR DATED MAY 17, 2001.
THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY-PANEL NO. 480334 0325 D EFFECTIVE DATE: MAY 17, 2001 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
2. SETBACKS:
FRONT: 50.00 FEET OR EASEMENT WHICHEVER IS GREATER.
REAR: 35.00 FEET OR EASEMENT WHICHEVER IS GREATER.
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER.
3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
-->B.M. NO. 1-ELEV. 67.85 N.G.V.D. 29 DESCRIPTIONS: TOP OF No. 4 REBAR FOUND ALONG THE NORTH SIDE OF MILE 22½ NORTH ROAD AT THE SOUTHEAST CORNER OF LOT 15 OF LOS VIENTOS ESTATES. N:16664094.032, E:1134054.092.
-->B.M. NO. 2-ELEV. 63.50 N.G.V.D. 29. DESCRIPTIONS: MONUMENT SET IN CONCRETE APPROXIMATELY 3 FEET SOUTH AND 3 FEET EAST FROM THE SOUTHWEST CORNER OF LOT 32 OF THIS SUBDIVISION. N:16664751.2782, E: 1130723.9512
6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 13,207 CUBIC-FEET 0.303 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 3 FOR STORM SEWER IMPROVEMENTS.) THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT'S DETERMINES AT THE DEVELOPMENT PERMIT STATE ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAT PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.
7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
8. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEPTIC, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
9. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
10. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
11. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
   A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
   B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
   C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
   D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.
   E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
12. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION
13. KATHRYN I. EAST, THE OWNER & SUBDIVIDER OF LOS VIENTOS ESTATES PHASE 2, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.
14. NO RECORDED EASEMENT WAS FOUND FOR GAS LINE.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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 DRAINAGE DISTRICT NO. 1

BY: _____

_____

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, Kathryn I. East
AS OWNER OF THE 18.149 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LOS VIENTOS ESTATES PHASE 2, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____
KATHRYN I. EAST DATE:
2112 W. University Drive, PMB 703
Edinburg, Texas 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED Kathryn I. East, PROVED TO ME THROUGH SHE TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF_____, 2014 .

_____
NOTARY PUBLIC, STATE OF, TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR AND LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF LOS VIENTOS ESTATES PHASE 2 WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 8-10-11 AND THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION.

_____
FRED L. KURTH, PE # 54151 RPLS # 4750
DATE SURVEYED: 3-9-02 JOB No. 13087. 00
DATE PREPARED: 9-16-13 02002. 10
T- 622 PG.13-37
MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS · FRED L. KURTH · 54151 · LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS · REGISTERED · FRED L. KURTH · 4750 · PROFESSIONAL LAND SURVEYOR

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF LOS VIENTOS ESTATES PHASE 2 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY
COMMISSIONERS COURT ON _____ DAY OF _____ 20___.

_____ DATE _____
HIDALGO COUNTY JUDGE

ATTEST: _____ DATE _____
HIDALGO COUNTY CLERK

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LOS VIENTOS ESTATES PHASE 2, WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT
ON _____DAY OF_____, 20____.

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

THE COUNTY OF HIDALGO · TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

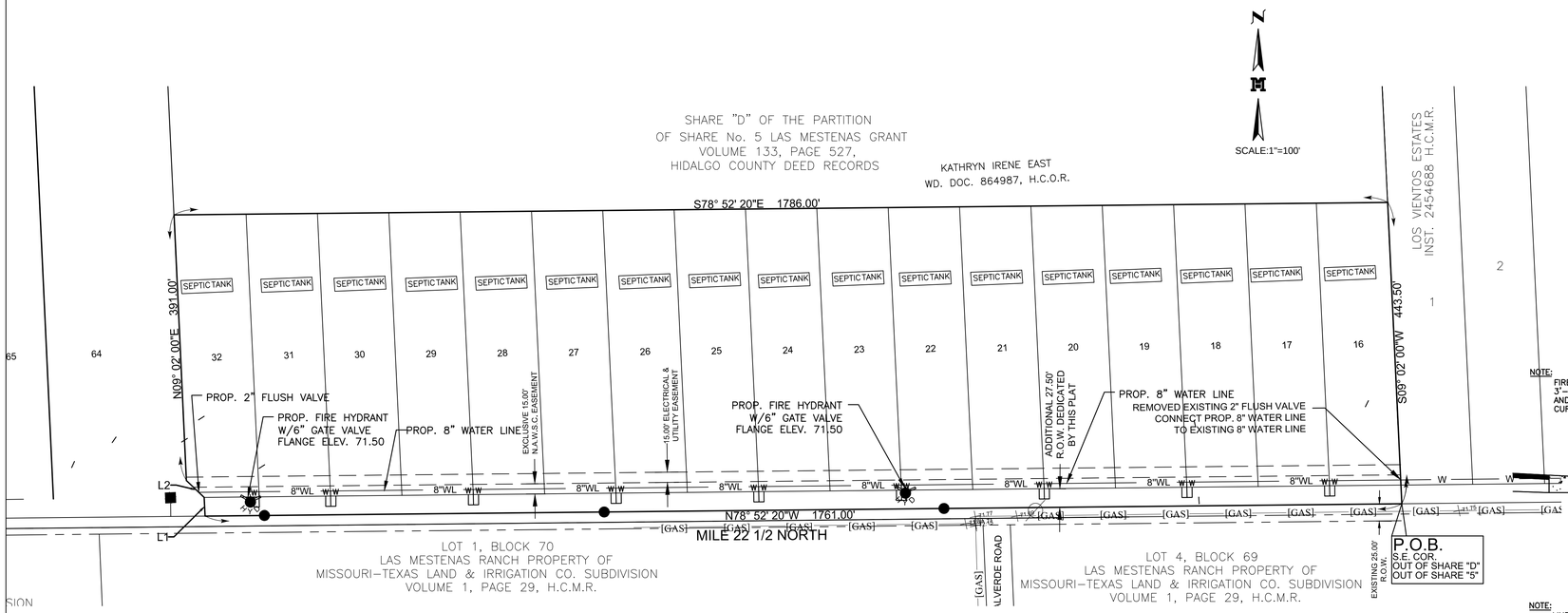
Y:\Land Development\Residential\Hidalgo County\13087 - Los Vientos Estates II\13087.00 - Plat Development\AutoCad Files\DWG\Los Vientos II.dwg, 7/11/2014 3:29:11 PM, ciro,

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE AGUA

SUBDIVISION MAP OF

LOS VIENTOS ESTATES II

BEING 18.149 ACRES OUT OF
SHARE "D" OF THE PARTITION OF SHARE 5
OUT OF LAS MESTENAS GRANT
VOLUME 133, PAGE 527, H.C.D.R.
HIDALGO COUNTY, TEXAS



LEGEND:
- SET REBAR
- FOUND REBAR
- PROPOSED DUAL WATER SERVICE
- PROPOSED SINGLE WATER SERVICE
- SEPTIC — PROPOSED SEPTIC TANK

TYPICAL DETAILS OF SERVICE LINES AND WATER METER BOX

DETALLE TIPICO DE LINEAS DE SERVICIO Y MEDIDORES DE AGUA

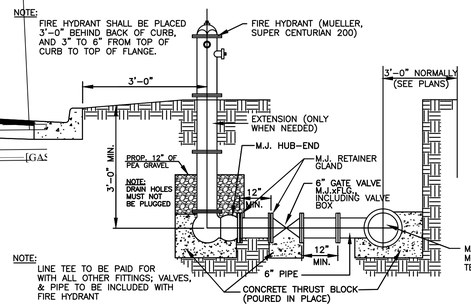
LEYENDA
- VARILLA ASENTADA
- VARILLA ENCONTRADO
- SERVICIO DOBLE DE AGUA PROPUESTO
- SERVICIO INDIVIDUAL DE AGUA PROPUESTO
- SEPTIC — TANQUE SEPTICO

COST ESTIMATE:

PAVING IMPROVEMENTS:	$ 0.00
DRAINAGE IMPROVEMENTS:	$ 0.00
WATER DISTRIBUTION:	$ 44,574.20
SEPTIC TANKS	$ 19,465.00
IMPROVEMETNS / OSSF:	

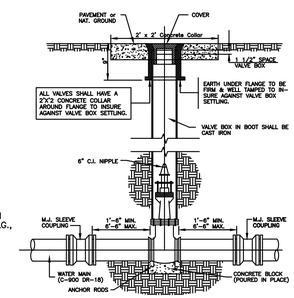
ESTIMACION DE COSTOS:

PAVIMENTACION DE CALLES:	$ 0.00
DREAJE PLUVIAL:	$ 0.00
SERVICIO DE AGUA POTABLE:	$ 44,574.20
SERVICIO DE DRENAJE SANITARIO	$ 19,465.00



SECTION

TYPICAL FIRE HYDRANT INSTALLATION
N.T.S.



TYPICAL VALVE and VALVE BOX INSTALLATION
N.T.S.

ENGINEERING REPORT FOR LOS VIENTOS ESTATES PHASE 2
BY: FRED L. KURTH
WATER SUPPLY: DESCRIPTION, COSTS, AND OPERABILITY DATE

LOS VIENTOS ESTATES PHASE 2 WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS. N.A.W.S.C HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATER LINE RUNNING WITHIN A N.A.W.S.C. EASEMENT ALONG THE NORTH SIDE OF THE MILE 22½ NORTH ROAD RIGHT-OF-WAY, ENDING ALONG THE SOUTHEAST CORNER OF LOT 1 OF LOS VIENTOS ESTATES INSTRUMENT 2454688 H.C.M.R. THE WATER SYSTEM FOR LOS VIENTOS ESTATES PHASE 2 CONSISTS OF A 8" DIAMETER WATER LINE THAT CONNECTS INTO THE EXISTING 8" LINE. THIS 8" WATER LINE THEN RUNS WEST WITHIN AN EXCLUSIVE 15.00' N.A.W.S.C. EASEMENT ALONG THE NORTH SIDE OF MILE 22½ NORTH ROAD APPROXIMATELY 1811.55 FEET ENDING WITH A 2" FLUSH VALVE ALONG THE WEST BOUNDARY LINE OF THIS SUBDIVISION.

WATER DISTRIBUTION FOR THE LOS VIENTOS ESTATES PHASE 2 CONSISTS OF EIGHT -1" DIAMETER DUAL SERVICE LINES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO ¾" DIAMETER SERVICE LINES AND ONE -¾" DIAMETER SINGLE SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE 8" LINE, THE DUAL SERVICES AND ¾" SINGLE SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $ 38,284.00, OR $ 2,252.00 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $ 44,574.20, WHICH COVERS THE $ 2,622.01 COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED 2 FIRE HYDRANTS AT A UNIT COST OF $ 3,250.00 FOR A TOTAL COST OF $ 6,500.00. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES DESCRIPTION; COST AND OPERABILITY DATES

SEWAGE FROM LOS VIENTOS ESTATES II WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. THE SITE EVALUATOR JOSE A. GONZALEZ REGISTRATION # 12258 HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAIN FIELD.

SOIL EVALUATION REPORT:

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. SIX SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT ACROSS THE PROPOSED DISPOSAL AREA. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM FINE SANDY LOAM & SANDY CLAY LOAM EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUND WATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS 1,145.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $19,465.00. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON XX-02-201X

ENGINEER CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE WATER AND THE UNCONSTRUCTED ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 49,530.00 WHICH EQUALS TO $ 3,302.00 PER LOT.

SEWAGE FACILITIES – SEPTIC SYSTEM IS ESTIMATED TO COST $ 1,145.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 19,465,00 FOR THE ENTIRE SUBDIVISION.

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

_____ _____
ENGINEER'S SIGNATURE DATE

REPORTE DE INGENIERIA DE LOS VIENTOS ESTATES PHASE 2
POR: FRED L. KURTH
ABASTECIMIENTO DE AGUA: DESCRIPCION, COSTOS Y FECHA DE OPERABILIDAD

LA SUBDIVISIÓN LOS VIENTOS ESTATES PHASE 2 RECIBIRÁ SU PROVISIÓN DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑÍA DE AGUA (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE AGUA PARA LA SUBDIVISIÓN LOS VIENTOS ESTATES PHASE 2 CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO NORTE DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA MILE 22½ NORTH ROAD LOCALIZADO EN EL LADO SUROESTE DE LOTE 1 DE LOS VIENTO ESTATES INSTRUMENT 2454688 H.C.M.R. EL SISTEMA DE PROVISIÓN DE AGUA DE LA SUBDIVISIÓN LOS VIENTO ESTATES PHASE 2 CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO QUE SE CONECTA CON EL CONDUCTO DE AGUA EXISTENTE DE 8 PULGADAS. ESTA LÍNEA DE 8 PULGADAS CUAL SIGUE HACIA EL OESTE DENTRO DE UNA CONSICION EXCLUSIVO DE N.A.W.S.C. DE 15 PIES POR EL LADO NORTE DE LA CALLE MILE 22½ NORTH ROAD CORRIENDO APPROXIMAMENTE 1811.55 PIES TERMINANDO CON UNA VARVULA DE 2 PULGADAS EN LA LINEA DE PROPIEDAD DE OESTA SUBDIVISION.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN OCHO DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA CADA LOTE, Y UN CONDUCTOS INDIVIDUALES DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA UN LOTE Y SE HAN INSTALADO LOS CONDUCTOS DE AGUA DE 8 PULGADAS DE DIÁMETRO. LOS DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO, EL CONDUCTO DE ¾ DE PULGADA DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE $38,284.00 O $ 2,252.00 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. $44,574.20, QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE $ 2,622.01. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.A.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO 2 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ 3,250.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL $ 6,500.00. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

SE INSTALARA UNA FOSA SÉPTICA EN CADA SOLAR DE LOS VIENTOS ESTATES. ESTA FOSA SETICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL INGENIERO AUTOR DE ESTE DOCUMENTO HA EVALUADO EL ÁREA DONDE SE ENCUENTRA LA SUBDIVISIÓN Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSAS SÉPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGÚN EL REPORTE.

CADA LOTE EN LA SUBDIVISIÓN MIDE MEDIO ACRE. SE HICIERON CES EXCAVACIONES DE EVALUACIÓN EN LUGARES OPUESTOS EN LA SUBDIVISIÓN (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA ÁREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME (FRANCO ARCILLOSO FINO Y FRANCOARENOSO FINO) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA ÁREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON $ 1,145.00 DÓLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL. A UN COSTO TOTAL DE $ 19,465.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SÉPTICAS DESDE (FECHA DE INSPECCIÓN).

CERTIFICACIÓN:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISIÓN RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTARA UN TOTAL DE $ 44,574.20 O $ 2,622.01 POR LOTE.

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $ 1,145.00 A UN COSTO TOTAL DE $ 19,465.00 TODA LA SUBDIVISIÓN.

_____ _____
ENGINEER'S SIGNATURE DATE

SUBDIVIDER CERTIFICATION

1. BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS AND OR WATER WELLS FOR EACH LOT(S) MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1. I, KATHRYN I. EAST SUBDIVIDER OF LOS VIENTOS ESTATES PHASE 2 HERE BY CERTIFY SEWER PERMITS HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

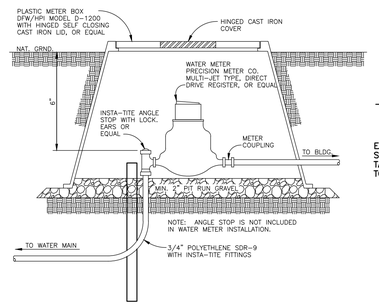
_____
KATHRYN I. EAST

STATE OF TEXAS
COUNTY OF HIDALGO:

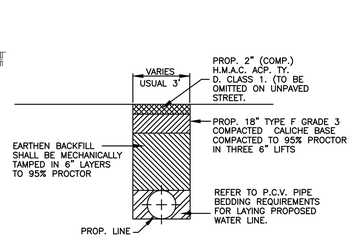
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KATHRYN I. EAST KNOWN TO ME THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO BE THAT SHE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE

_____DAY OF _____20_____.

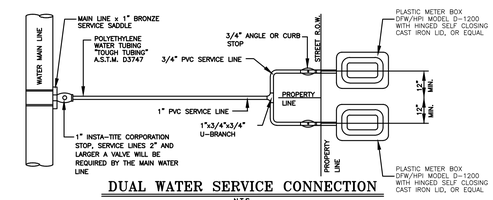
_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____



TYPICAL WATER METER INSTALLATION
N.T.S.

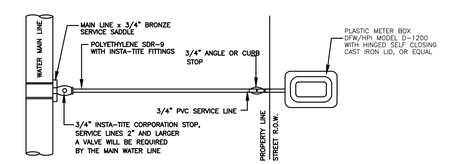


PAVED and UNPAVED STREET BACKFILL DETAIL
N.T.S.



DUAL WATER SERVICE CONNECTION
N.T.S.

NOTE: IF UTILITY EASEMENT IS DEDICATED AT THE FRONT OF THE LOT, THE LOCATION OF THE ANGLE STOP IS TO BE DETERMINED BY N.A.W.S.C. AND THE ENGINEER.

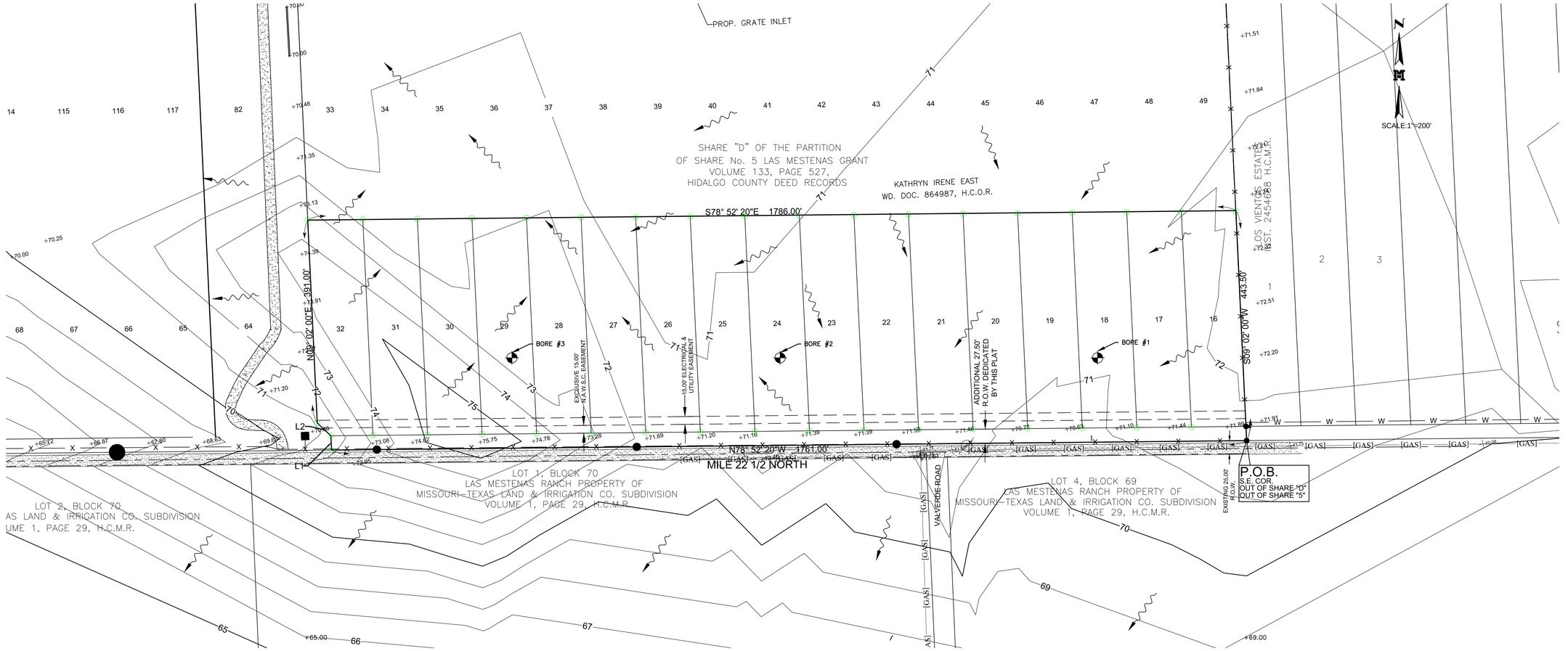


SINGLE WATER SERVICE CONNECTION
N.T.S.

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS

115 W. McINTYRE	OFF: (956) 381-0981
EDINBURG, TX. 78541	FAX: (956) 381-1839
227 N. F.M. 3167	OFF: (956) 487-8256
RIO GRANDE CITY, TX. 78582	FAX: (956) 488-8591
E-MAIL: www.meldenandhunt.com	ESTABLISHED 1947



MAP OF TOPOGRAPHY AND DRAINAGE:
MAPA DE TOPOGRAFIA Y DESAGUE:

SUBDIVISION MAP OF

LOS VIENTOS ESTATES PHASE 2

BEING 18.149 ACRES OUT OF
SHARE "D" OF THE PARTITION OF SHARE 5
OUT OF LAS MESTENAS GRANT
VOLUME 133, PAGE 527, H.C.D.R.
HIDALGO COUNTY, TEXAS

DRAINAGE STATEMENT
LOS VIENTOS ESTATES PHASE 2

LOS VIENTOS ESTATES PHASE 2 IS AN 18.149-ACRE TRACT OF LAND OUT SHARE 5, OUT OF SHARE "D" OF THE LAS MESTENAS GRANT, HIDALGO COUNTY TEXAS AS RECORDED IN VOLUME 133, PAGE 527, HIDALGO COUNTY DEED RECORDS. THE PROPERTY IS BEING PROPOSED AS A 17-LOT RESIDENTIAL SUBDIVISION AND IS LOCATED ALONG THE NORTH SIDE OF THE INTERSECTION OF MILE 22 ½ NORTH AND SKINNER ROAD. THE PROPERTY IS CURRENTLY BRUSH AND IS LOCATED IN ZONE "X" UNSHADED IN FEMA'S FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 480334 0325 D, JUNE 6, 2000, MAP REVISED TO REFLECT LOMR DATE MAY 17, 2001. ZONE "X UNSHADED" IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN."

THE SOILS ARE FINE SANDY LOAM AND RIO CLAY LOAM, WHICH ARE IN HYDROLOGIC GROUP "A", "B", "C" & "D" RESPECTIVELY. SOIL GROUP "A" IS PERVIOUS AND HAS A LOW PLASTICITY INDEX. SOIL GROUP "B" & "C" IS MODERATELY PERVIOUS WITH A RELATIVELY LOW PLASTICITY INDEX. SOIL GROUP "D" IS NOT VERY PERVIOUS AND HAS A HIGH PLASTICITY INDEX. (SEE EXCERPTS FROM "SOIL SURVEY OF HIDALGO COUNTY, TEXAS"). FOR THE PURPOSE OF THIS REPORT, WE WILL USE SOIL TYPE "B", THE MOST COMMON SOIL ON THE SITE.

EXISTING RUNOFF IS BY SURFACE FLOW IN AN EASTERLY DIRECTION AND HAS A RUNOFF OF 15.08 C.F.S. DURING THE 25-YEAR STORM FREQUENCY AS PER THE ATTACHED CALCULATIONS.

THE PROPOSED DRAINAGE FOR LOS VIENTOS ESTATES PHASE 2 SHALL CONSIST OF SURFACE RUNOFF FROM THE LOTS INTO THE EXISTING GREEN AREA, A ROADSIDE DITCH ALONG THE NORTH SIDE OF MILE 22 ½ NORTH AND EXISTING LOW AREA ON THE NORTH SIDE OF OVERALL SUBDIVISION. ADDITIONAL RUNOFF SHALL FLOW EAST THEN SOUTH WITHIN THE EXISTING ROAD SIDE DITCHES. THE EXISTING ROAD SIDE DITCH SHALL BE GRADED PROPERLY TO CONTINUE SOUTH WITHIN EXISTING DRAINAGE DITCHES ULTIMATELY DISCHARGING INTO THE NORTH MAIN DRAIN.

IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE POLICY, THE PEAK RATE OF RUNOFF IN THE SUBDIVISION WILL NOT BE INCREASED DURING THE 25-YEAR RAINFALL EVENT DUE TO THE IMPROVEMENTS IN THIS SUBDIVISION. THEREFORE, AS PER ATTACHED CALCULATIONS, 16,199 CUBIC FEET OF DETENTION WILL BE PROVIDED ON THE GREEN AREA AND EXISTING LOW AREA ON THE NORTH END OF OVERALL SUBDIVISION. THE EXISTING LOW AREA HOLDS APPROXIMATELY 110,000 CUBIC FEET OF DETENTION. THE DRAINAGE AND DETENTION PLAN WILL BE REVIEWED BY THE COUNTY PRIOR TO THE ISSUANCE OF THE BUILDING PERMIT.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100 YEAR FLOODPLAIN AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0325 D, JUNE 6, 2000, MAP REVISED MAY 17, 2001 LOMR IS CONTAINED WITHIN THE LOW AREA TO THE NORTH OF THIS SUBDIVISION AS PER MASTER DRAINAGE PLAN.

FRED L. KURTH, PE # 54151 DATE:

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT, INC.
CONSULTANTS ENGINEERS SURVEYORS
115 W. McINTYRE OFF: (956) 381-0981
EDINBURG, TX. 78541 FAX: (956) 381-1839
227 N. F.M. 3167 OFF: (956) 487-8256
RIO GRANDE CITY, TX. 78582 FAX: (956) 488-8591
E-MAIL: www.meldenandhunt.com ESTABLISHED 1947

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING
DATE: 07-22-2014

PROPOSED **LA ESPERANZA** SUBDIVISION, PRECINCT No. **1 .**

ENGINEER: **MELDEN & HUNT, INC.** DEVELOPER: **TAEK & NANCY KIM**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **146** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **South side of Mile 12 North Rd approximately 1 mile East of Val Verde Rd.**

SUBDIVISION LIES WITHIN THE: ☒ *ETJ of* **Donna** and was approved administratively by said City.

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **04-29-14** PROPERTY LIES WITHIN FLOOD ZONE: **"C"** AS PER FEMA.

DRAINAGE DESIGN: **Storm drainage pipe system. Detention will be accomplished by the widening of existing drain ditch along the west property line.**

ROAD R.O.W. DEDICATION: **30 feet on Mile 12 North Road**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **06-06-14** : By, **Roy Gonzalez** PCT 1 R.O.W. AGENT

H.C.H.D APPROVAL DATE: **05-22-14** by: **Elizardo "Chardo" Ramos,** Environmental Health Division Manager

SEWER SYSTEM: ☐ SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez**

☒ SANITARY SEWER BY: **NAWSC** LINE SIZE: **12"** LOCATION: **South Mile 12 North Rd.**

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **12"** LOCATION: **South Mile 12 North Rd**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **06-27-14 .**: By **Martin Ramirez, Director of Office of Environmental Compliance**

☒ **LARGE CONSTRUCTION**

The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON:

REQUEST FOR FINAL APPROVAL WITH:

☐ **Cash Deposit:** *Amount:$_____For:* ☐ *OSSF(S)_____* ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS

☐ **A Letter of Credit** *Financial Institution: _____ L.O.C No. _____*

Amount: $_____For: ☐ *OSSF(S)_____* ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS

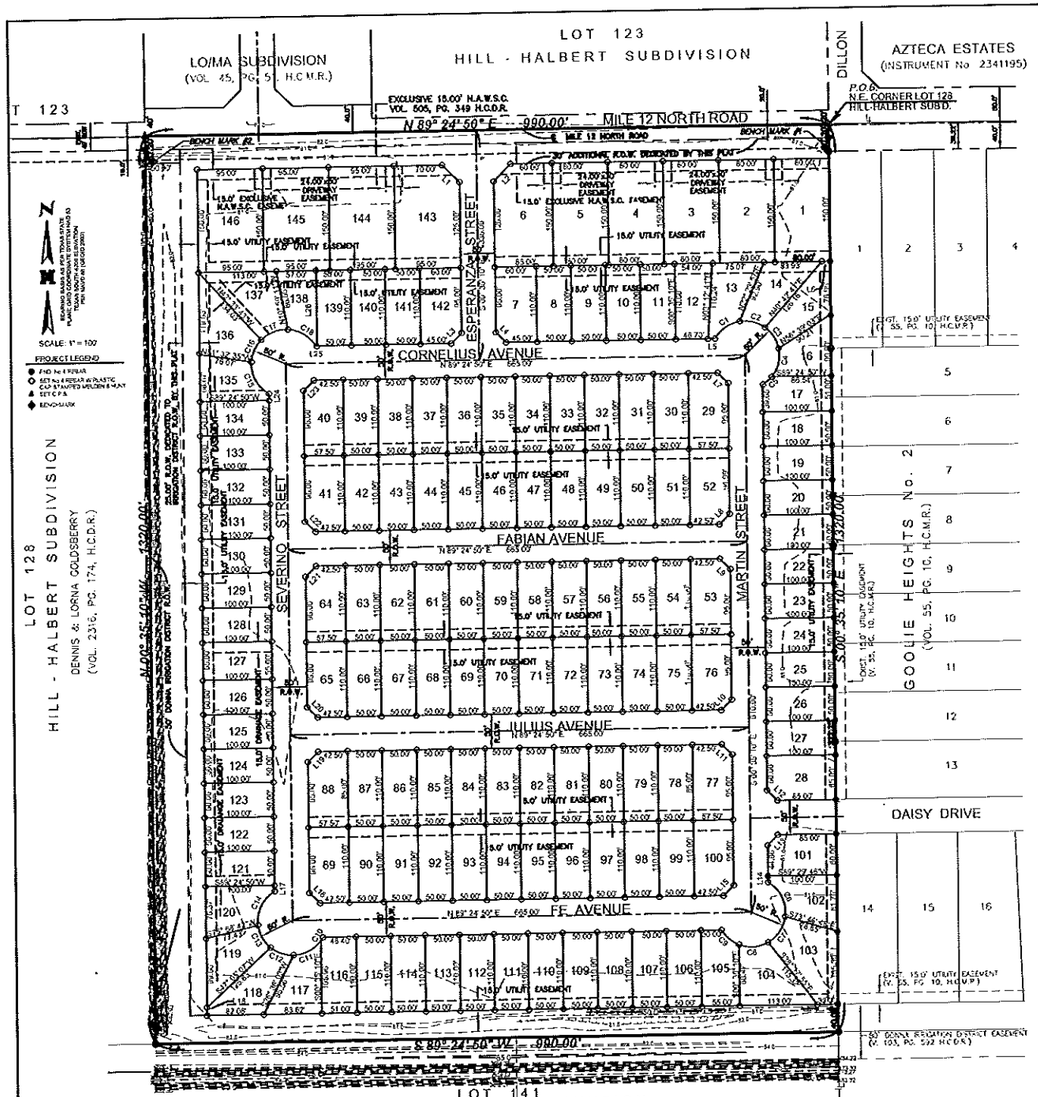
STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject to comments and future recommendations by planning and other departments and the approval of the City of* ***Donna****.*

☐ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



Map of
LA ESPERANZA

BEING A RESUBDIVISION OF THE EAST 30.000 ACRES
OUT OF LOT 128, HILL-HALBERT SUBDIVISION
REC. IN VOL. 1, PAGE 35, H.C.M.R.,
HIDALGO COUNTY, TEXAS.

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 30.000 ACRES, SITUATED IN THE COUNTY OF HIDALGO, TEXAS, OUT OF LOT 128, HILL-HALBERT SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, HIDALGO COUNTY MAP RECORDS. SAID 30.000 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE NORTHEAST CORNER OF SAID LOT 128 FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, S 00°35'17" E ALONG THE EAST LINE OF SAID LOT 128 AT A DISTANCE OF 33.00 PASS A No. 4 REBAR FOUND ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF MILE 12 NORTH ROAD, AT A DISTANCE OF 43.00 FEET PASS A No. 4 REBAR FOUND ON THE PROPOSED SOUTH RIGHT-OF-WAY LINE OF SAID MILE 12 NORTH ROAD AND CONTINUING A TOTAL DISTANCE OF 1320.00 FEET TO A No. 4 REBAR FOUND FOR THE SOUTHEAST CORNER OF SAID LOT 128 AND THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, S 89°24'50" W ALONG THE SOUTH LINE OF SAID LOT 128, A DISTANCE OF 990.00 FEET TO A No. 4 REBAR FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 00°35'17" E AT A DISTANCE OF 1287.00 FEET PASS A No. 4 REBAR SET FOR THE FUTURE SOUTH RIGHT-OF-WAY LINE OF SAID MILE 12 NORTH ROAD, AT 1320.00 FEET PASS A No. 4 REBAR FOUND FOR THE EXISTING SOUTH RIGHT-OF-WAY LINE OF SAID MILE 12 NORTH ROAD AND CONTINUING A TOTAL DISTANCE OF 1320.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE, N 89°24'50" E ALONG THE NORTH LINE OF SAID LOT 128 AND WITHIN THE RIGHT-OF-WAY OF MILE 12 NORTH ROAD A DISTANCE OF 990.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 30.000 ACRES OF LAND, MORE OR LESS.

GENERAL PLAT NOTES & RESTRICTIONS:

HIDALGO COUNTY GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE STATEMENT: ZONE "C" (UNSHADED) AREAS OF MINIMAL FLOODING. COMMUNITY-PANEL NO. 480334 0425 C EFFECTIVE DATE: NOVEMBER 16, 1982.

   THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY-PANEL NO. 480334 0425 C EFFECTIVE DATE: NOVEMBER 16, 1982 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
   FRONT: 25.00 FEET, MILE 12 NORTH ROAD 50.00 FEET
   REAR: 10.00 FEET OR EASEMENT WHICHEVER IS GREATER
   SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER
   CORNER SIDE: 10.00 FEET; FRONT GARAGE SIDE: 18.00 FEET

3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS 4-143. LOTS 1-6 AND 144-148 COMMERCIAL OR RESIDENTIAL IS ALLOWED.

5. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE WILL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

6. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
   —>B.M. NO. 1-ELEV. 81.49 | M-9 MONUMENT SET IN CONCRETE 37 FEET SOUTH OF THE CENTERLINE OF MILE 12 NORTH ROAD AND 3 FEET WEST OF THE EAST BOUNDARY LINE OF THIS TRACT. N 16008178.816 E 1189037.063
   —>B.M. NO. 2-ELEV. 81.47 | M-9 MONUMENT SET IN CONCRETE 37 FEET SOUTH OF THE CENTERLINE OF MILE 12 NORTH ROAD AND 13 FEET EAST OF THE WEST BOUNDARY LINE OF THIS TRACT. N 16008168.999 E 1187088.893

7. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT SHALL BE REQUIRED TO DETAIN A TOTAL OF 91.686 CUBIC-FEET 2.061 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED VIA FOLLOWING RETENTION: 1.) FOR STORM WATER RUNOFF (IMPROVEMENTS) THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT'S DETERMINES AT THE DEVELOPMENT PERMIT STAGE ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAT PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.

8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEPTIC TANKS, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 14.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

11. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR SCHOOLS, COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCE SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND DRIVE PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

12. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

13. TAEK KIM & NANCY VARGAS KIM, THE OWNER & SUBDIVIDER OF LA ESPERANZA, GRANS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED CURB ON THE LOT AS DESIGNED ON SHEET NO.3 OF THIS PLAT.

14. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

15. CLEARANCES FOR WATER METERS: (ONLY FOR LOTS BEING AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).

16. THE PURCHASER OF EACH LOT SHALL BE RESPONSIBLE TO INSTALLED DRIVEWAY CULVERT REINFORCED CONCRETE PIPE OF ON LESS THAN 18 INCHES IN DIAMETER AND 24 FEET IN LENGTH.

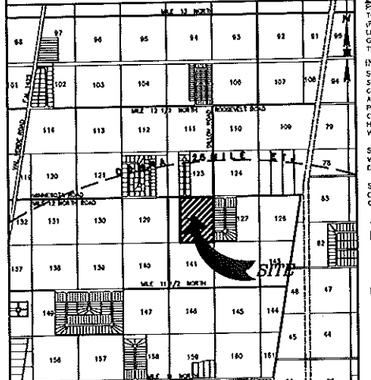
17. THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOW ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.

18. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

19. NO INDIVIDUAL LOT DRIVEWAY ACCESS WILL BE ALLOWED FROM (MILE 12 NORTH ROAD) ON TO LOTS 1 THROUGH & AND 144 THROUGH 148. A 4 FOOT BANDED DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED BY DEVELOPER BETWEEN LOTS 1 & 2, 3 & 4, 6 & 8, 144 AND 145, 146 AND 147 TO PROVIDE INGRESS AND EGRESS FROM (MILE 12 NORTH ROAD).

Curve Table					
Curve #	Delta	Length	Radius	Chord Direction	Chord Length	Tangent
C1	051° 42' 29"	45.12'	50.00'	S65° 18' 04"W	43.61'	24.23
C2	044° 45' 45"	39.05'	50.00'	N76° 29' 46"W	38.08'	20.59
C3	042° 59' 38"	37.49'	50.00'	N32° 43' 09"W	36.59'	19.64
C4	050° 21' 04"	43.94'	50.00'	N13° 57' 15"E	42.54'	23.50
C5	020° 17' 03"	17.70'	50.00'	N49° 15' 19"E	17.61'	8.94
C6	067° 56' 07"	59.28'	50.00'	N26° 37' 07"W	55.87'	33.63
C7	053° 09' 55"	46.40'	50.00'	N33° 59' 54"E	44.75'	25.02
C8	050° 22' 13"	43.96'	50.00'	N55° 41' 55"E	42.55'	23.51
C9	035° 31' 45"	33.62'	50.00'	S49° 51' 03"E	32.99'	17.43
C10	005° 30' 34"	4.81'	50.00'	N32° 17' 07"E	4.81'	2.41
C11	053° 35' 27"	46.81'	50.00'	N61° 44' 37"E	45.12'	25.28
C12	040° 35' 22"	35.44'	50.00'	S71° 07' 58"E	34.70'	18.50
C13	043° 55' 29"	38.20'	50.00'	S28° 54' 33"E	37.33'	20.12
C14	066° 24' 08"	57.95'	50.00'	S26° 12' 45"W	54.76'	32.72
C15	064° 01' 31"	55.87'	50.00'	S28° 34' 24"E	53.01'	31.26
C16	049° 58' 29"	35.78'	50.00'	S25° 55' 56"W	35.00'	19.65
C17	049° 09' 40"	42.92'	50.00'	S68° 59' 40"W	41.62'	22.87
C18	055° 57' 20"	48.83'	50.00'	N56° 39' 20"W	46.92'	26.50

LOCATION MAP - SCALE: 1" = 2000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

LA ESPERANZA IS LOCATED IN THE SOUTHCENTRAL PART OF HIDALGO COUNTY ON THE SOUTH SIDE OF MILE 12 NORTH ROAD, APPROXIMATELY ONE MILES EAST OF FM. VERDE ROAD/FM. 1423. THE CITY NEARBY MUNICIPALITY IS THE CITY OF DONNA, POPULATION 16,923. LA ESPERANZA LIES APPROXIMATELY 2.5 MILES FROM THE CITY LIMITS (AND IS WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.021 AND 212.021.
THIS SUBDIVISION FALLS WITHIN PRECINCT 4.

INDEX TO SHEET OF LA ESPERANZA

SHEET 1: HEADING, INDEX, LOCATION MAP AND ETJ, PRINCIPAL CONTACTS, MAP, LOT, STREETS, AND EASEMENT LAYOUT, DESCRIPTION (METES AND BOUNDS), SURVEYOR'S CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION CERTIFICATION, ATTESTATION, ENGINEERING CERTIFICATION, CITY COUNCIL CERTIFICATION, PLANNING & ZONING CERTIFICATE, APPROVAL CERTIFICATE, COUNTY JUDGE CERTIFICATION, COUNTY CLERK'S RECORDING CERTIFICATE, IRRIGATION DISTRICT, H.C.D.D. NO. 1, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE, NORTH ALAMO WATER SUPPLY CORPORATION CERTIFICATION.

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER / OSSF AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION), DETAILS.

SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE WIDENING, ENGINEERING CERTIFICATION, CONSTRUCTION DETAILS.

TBPE FIRM # F-1435
MELDEN & HUNT INC.
CONSULTANTS · ENGINEERS · SURVEYORS
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FAX (956) 847-8661
www.meldenhunt.com

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	TAEK KIM & NANCY VARGAS KIM	P.O. BOX 2467	McALLEN, TX 78502	(956) 761-1911	NONE
ENGINEER:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

Lot Area Table		
Lot #	SQ. FT.	Area
1-5	12000.00	0.275
6	12437.80	0.286
7	6487.50	0.149
8-11	5500.00	0.126
12	5539.43	0.127
13	5630.89	0.129
14	5623.86	0.129
15	5779.14	0.133
16	5059.13	0.116
17	5014.50	0.115
18-27	5000.00	0.115
28	6387.50	0.147
29	5525.00	0.126
30-39	5250.00	0.121
40-61	5525.00	0.126
62-81	5250.00	0.121

Lot Area Table		
Lot #	SQ. FT.	Area
82-83	5525.00	0.126
84-85	5250.00	0.121
86-87	5525.00	0.126
88-89	5250.00	0.121
90-91	5525.00	0.126
92-93	5250.00	0.121
94-95	5525.00	0.126
96-97	5250.00	0.121
98-99	5525.00	0.126
100	6115.78	0.140
101	6433.34	0.153
102	8302.88	0.184
103	9668.35	0.130
104-115	5250.00	0.121
116	5068.18	0.116
117	5030.36	0.115

Lot Area Table		
Lot #	SQ. FT.	Area
118	5399.56	0.138
119	5037.69	0.116
120	5253.62	0.121
121-125	5000.00	0.115
126	5500.00	0.126
127-133	5000.00	0.115
134	5264.76	0.121
135	6566.43	0.151
136	7275.99	0.167
137	4538.80	0.104
138-143	5500.00	0.126
144	6487.50	0.149
145	13937.50	0.320
146-148	14250.00	0.327

Lot Line Table		
Line #	Length	Direction
L1	33.36'	N45° 35' 10"W
L2	33.36'	N44° 24' 50"E
L3	21.21'	S44° 24' 50"W
L4	21.21'	N45° 35' 10"W
L5	10.00'	N89° 24' 50"E
L6	12.00'	N89° 24' 50"E
L7	21.21'	N45° 35' 10"W
L8	21.22'	N44° 24' 50"E
L9	21.21'	S45° 35' 10"E
L10	21.21'	S44° 24' 50"W
L11	21.21'	N45° 35' 10"W
L12	21.21'	N45° 35' 10"W
L13	21.21'	N44° 25' 59"E

Lot Line Table		
Line #	Length	Direction
L14	8.50'	S00° 35' 10"E
L15	21.21'	N44° 24' 50"E
L16	21.21'	N45° 35' 10"W
L17	8.50'	S00° 35' 10"E
L18	11.83'	S00° 35' 10"E
L19	21.21'	N44° 24' 50"E
L20	21.21'	N45° 35' 10"W
L21	21.21'	N44° 24' 50"E
L22	21.21'	N45° 35' 10"W
L23	21.21'	S44° 24' 50"W
L24	9.90'	S00° 35' 10"E
L25	1.70'	N89° 24' 50"E
L26	110.00'	N00° 35' 10"W

CITY OF DONNA
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.011(D)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF LA ESPERANZA WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DONNA

ON _____ DAY OF _____ 20__.

_____ _____
MAYOR OF THE CITY DONNA DATE

ATTEST: _____ _____
SECRETARY OF THE CITY OF DONNA DATE

CITY OF DONNA
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.011(D)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LA ESPERANZA WAS REVIEWED AND APPROVED BY THE PLANNING AND ZONING COMMISSION OF DONNA ON _____ DAY OF _____ 20__.

_____ _____
PAZ CHAIRMAN OF THE CITY OF DONNA DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LA ESPERANZA WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

ON _____ DAY OF _____, 20____.

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF LA ESPERANZA WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY

COMMISSIONERS COURT ON _____ DAY OF _____ 20__.

_____ DATE _____
HIDALGO COUNTY JUDGE

ATTEST: _____ DATE _____
HIDALGO COUNTY CLERK

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREIN GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND DESCRIBED ABOVE FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' FT WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT HE IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE DAY OF _____, 20____.

_____
(GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED TAEK KIM & NANCY VARGAS KIM, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 20____.

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

WE, KIM FAMILY PROPERTY TRUST, AS OWNER OF THE 30.000 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LA ESPERANZA, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARK, AND EASEMENTS SHOWN HEREON.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

KIM FAMILY PROPERTY TRUST

_____ _____
TAEK KIM, TRUSTEE NANCY VARGAS KIM, TRUSTEE DATE:
P. O. BOX 2467
McALLEN, TEXAS 78501

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED TAEK KIM & NANCY VARGAS KIM PROVED TO ME THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2014 .

_____
NOTARY PUBLIC, STATE OF, TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR AND LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF LA ESPERANZA WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 10-1-2013, AND THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION.

_____
FRED L. KURTH, PE # 54151 RPLS # 4750
DATE SURVEYED OCTOBER 14, 2013 JOB No. 12088.00
DATE PREPARED OCTOBER 14, 2013
T-940 PG. 14
MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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.

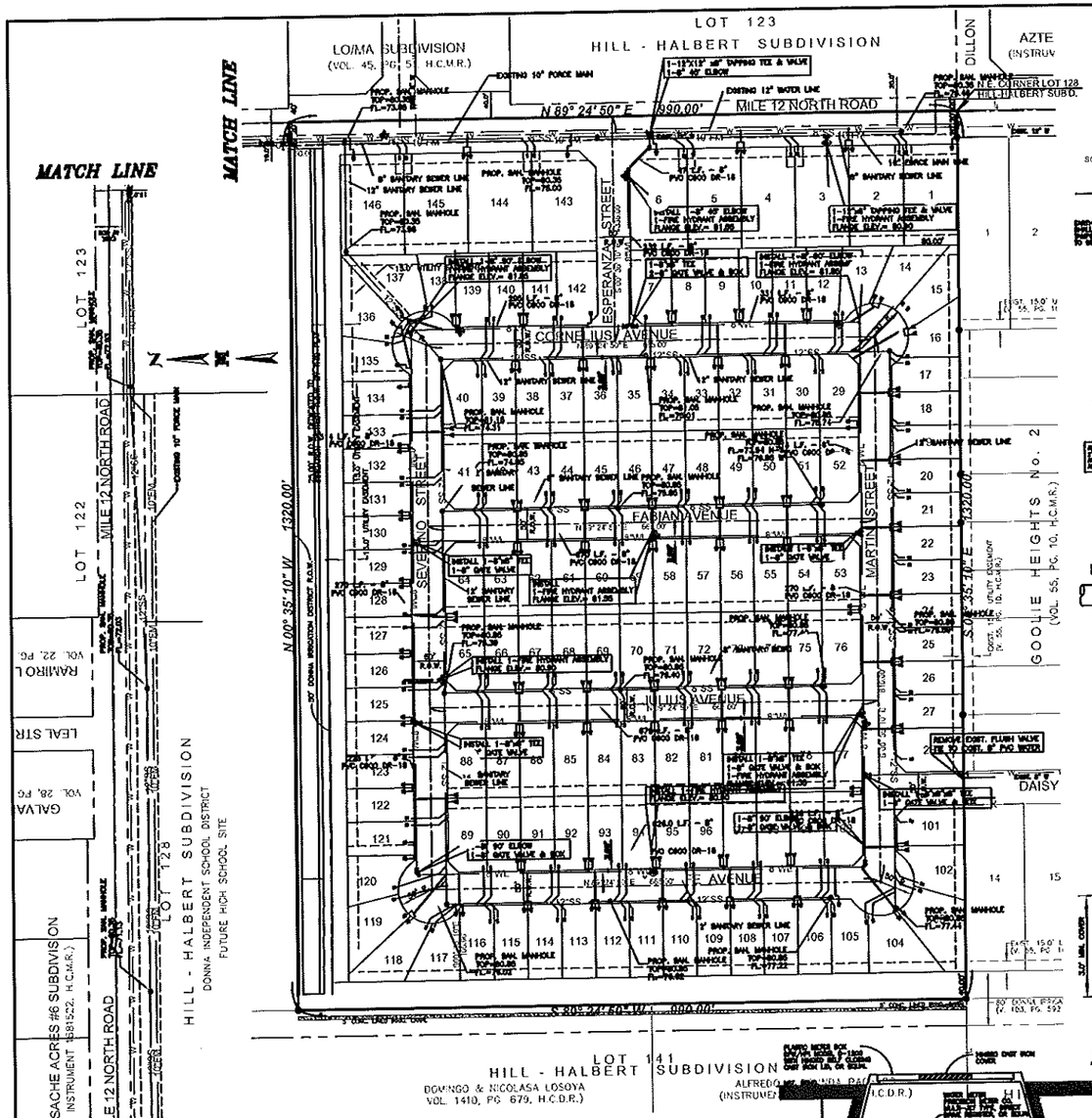
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
BY: _____
_____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
DONNA
IRRIGATION DISTRICT

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO COUNTY DONNA IRRIGATION DISTRICT, DATED THIS THE _____ DAY OF _____ 20____.

_____ DATE _____
PRESIDENT

ATTEST: _____ DATE _____
SECRETARY



MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE AGUA

Map of

LA ESPERANZA

BEING A RESUBDIVISION OF THE EAST 30.000 ACRES
OUT OF LOT 128, HILL-HALBERT SUBDIVISION
REC. IN VOL. 1, PAGE 35, H.C.M.R.,
HIDALGO COUNTY, TEXAS.

LEGEND:
- SET REBAR
- FOUND COTTON PICKER SPINDLE
- FOUND REBAR
- DUAL WATER SERVICE (PROPOSED)
- SINGLE WATER SERVICE (PROPOSED)
- PROPOSED SEPTIC TANK
- TYPICAL DETAILS OF SERVICE LINES AND WATER METER BOX
- BOLIS BORE
- PROPOSED FIRE HYDRANT

LEYENDA
- VARILLA ASENTADA
- CLAVO ENCONTRADO
- VARILLA ENCONTRADO
- SERVICIO DOBLE DE AGUA (PROPUESTO)
- SERVICIO INDIVIDUAL DE AGUA (PROPUESTO)
- TANQUE SEPTICO (OSSF)
- DETALLES TIPICOS DE LINEAS DE SERVICIO Y MEDIDORES DE AGUA
- BOLIS BORE
- BOCAS DE FUEGO

COST ESTIMATE:

PAVING IMPROVEMENTS:	$ 251,478.20
DRAINAGE IMPROVEMENTS:	$ 81,232.00
WATER DISTRIBUTION:	$ 86,360.00
SEPTIC TANK	$ 69,000.00
IMPROVEMETNS / OSSF:	

ESTIMACION DE COSTOS:

PAVIMENTACION DE CALLES:	$ 251,478.20
DRE.A.E. PLUVIAL:	$ 81,232.00
SERVICIO DE AGUA POTABLE:	$ 86,360.00
SERVICIO DE FOSA SEPTICA	$ 69,000.00

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
115 N. BROADWAY, EDINBURG, TX. 78541 — OFF. (956) 381-0981, FAX (956) 381-1839
217 N. F.M. 3167, SAN BENITO CITY, TX. 78586 — OFF. (956) 427-3886, FAX (956) 399-3991
E-MAIL: www.meldenandhunt.com — ESTABLISHED 1947

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

ENGINEERING REPORT FOR LA ESPERANZA

BY: FRED L. KURTH

WATER SUPPLY: DESCRIPTION, COSTS, AND OPERABILITY DATE

LA ESPERANZA WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 12" DIAMETER WATER LINE RUNNING ALONG THE SOUTH SIDE OF THE RIGHT-OF-WAY OF MILE 12 NORTH ROAD AND AN 8" WATER LINE ALONG THE NORTH RIGHT-OF-WAY OF DAISY DRIVE. THE WATER SYSTEM FOR LA ESPERANZA CONSISTS OF AN 8" DIAMETER WATER LINE THAT TAPS INTO THE EXISTING 12" LINE AT THE NORTHWEST CORNER OF LOT 6 AND THE 8" WATER LINE AT THE SOUTHEAST CORNER OF LOT 28. THIS 8" WATER LINE RUNS SOUTH ALONG THE EAST SIDE OF ESPERANZA STREET TO THE RIGHT-OF-WAY ENDING AT THE SOUTHWEST CORNER OF LOT 7. ANOTHER 8" LINE CONNECT TO THE PREVIOUSLY MANSION WATER LINE RUNS EAST ALONG THE NORTH SIDE OF CORNELIUS AVENUE TO THE PREVIOUSLY MENTION RIGHT-OF-WAY ENDING AT THE SOUTH SIDE OF LOT 128. ANOTHER 8" WATER LINE CONNECTS TO THE PREVIOUSLY MENTION 8" WATER LINE RUNS SOUTH ALONG THE WEST RIGHT-OF WAY OF MARTIN STREET END AT THE SOUTHEAST CORNER OF LOT 103. ANOTHER 8" WATER LINE CONNECT TO THE PREVIOUSLY MENTION WATER LINE RUNS WEST ALONG THE NORTH SIDE OF FE AVENUE ENDING AT THE SOUTHWEST CORNER OF LOT 193. ANOTHER 8" WATER LINE RUNS NORTH ALONG THE WEST RIGHT-OF-WAY LINE OF SEVERINO STREET ENDING AT THE NORTHEAST CORNER OF LOT 133. ANOTHER 8" WATER LINE CONNECT TO THE PREVIOUSLY MENSION 8" WATER LINE RUNS EAST CONNECTING TO THE WATER LINE MENTIONED AT LOT 7. ANOTHER 8" WATER LINE ALONG THE SOUTH SIDE OF FABIAN AVENUE CONNECT TO THE 8" WATER LINES PREVIOUSLY MENTIONED AT THE NORTHEAST CORNER OF LOT 63 AND THE SOUTHEAST CORNER OF LOT 129. ANOTHER 8" WATER LINE ALONG THE SOUTH RIGHT-OF-WAY OF JULIUS AVENUE CONNECT TO THE 8" WATER LINES PREVIOUSLY MENTIONED AT THE NORTHEAST CORNER OF LOT 77 AND THE NORTHEAST CORNER OF LOT 124. ANOTHER 8" WATER LINE TIES TO AN EXISTING 8" LINE AT THE WEST BOUNDARY OF GOOLIE HEIGHTS No. 2 THEN RUNS WEST CONNECTING TO THE 8" WATER LINE PREVIOUSLY MENTION ON MARTIN STREET AT THE SOUTHEAST CORNER OF LOT 77.

WATER DISTRIBUTION FOR THE LA ESPERANZA CONSISTS OF SIXTY-SEVEN -1" DIAMETER DUAL SERVICE LINES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO ¾" DIAMETER SERVICE LINES AND ELEVEN --¾" DIAMETER SINGLE SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE 8" LINE, THE DUAL SERVICES AND ¾" SINGLE SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $79,328.00, OR $1,724.52 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $250.00, WHICH COVERS THE $248.03 COST PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $250.00, WHICH COVERS THE $248.03 COST PER LOT FOR THE MAIN SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C.'S WATER SYSTEM. N.A.W.S.C. WILL PROMPTLY INITIAL AT NO COST OR EXPENSE TO ANY WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED 9 FIRE HYDRANTS AT A UNIT COST OF $1,500.00 FOR A TOTAL COST OF $13,500.00. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT

WASTEWATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

LA ESPERANZA WILL BE TREATED BY WASTEWATER SERVICE FROM NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO TREATE THE SUFFICIENT WASTEWATER FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WASTEWATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING LIFT STATION ALONG THE SOUTH SIDE OF MILE 12 NORTH ROAD RIGHT-OF-WAY APPROXIMATELY 1717.00 FEET WEST OF THIS SUBDIVISION. THE WASTEWATER SYSTEM FOR LA ESPERANZA CONSISTS OF A 12" DIAMETER SEWER LINE THAT TAPS INTO THE EXISTING LIFT STATION MANHOLE. THIS 12" LINE THEN RUNS EAST ALONG THE SOUTH SIDE OF MILE 12 NORTH ROAD TO THE LA ESPERANZA SEWER MANHOLE ON THE NORTHWEST CORNER OF LOT 1. ANOTHER 12" LINE CONNECTING TO THE 12" SEWER LINE ON MILE 12 NORTH ROAD AT THE NORTHWEST CORNER OF LOT 145 AND RUNS SOUTH THEN SOUTHEAST TO A MANHOLE AT THE NORTHWEST CORNER OF LOT 105. ANOTHER 12" LINE TAPS INTO THE PROPOSED MANHOLE ALONG THE EAST SIDE OF MARTIN AVENUE RIGHT-OF-WAY THEN TURN SOUTH ALONG THE EAST SIDE OF MARTIN STREET ENDING WITH A MANHOLE AT THE NORTH SIDE OF LOT 103. ANOTHER 12" LINE TAPS INTO THE PROPOSED MANHOLE AT THE NORTHWEST CORNER OF LOT 105 RUNNING EAST ALONG THE NORTH SIDE OF LOT 105 ENDING WITH A MANHOLE AT THE SOUTHWEST CORNER OF LOT 81. ANOTHER 8" LINE TAPS INTO THE SOUTH SIDE OF FE AVENUE ENDING WITH A MANHOLE AT THE NORTHWEST CORNER OF LOT 105. ANOTHER EAST ALONG THE NORTH SIDE OF FE AVENUE ENDING WITH A MANHOLE AT THE NORTHWEST CORNER OF LOT 81. RUNNING EAST ALONG THE NORTH SIDE OF FE AVENUE ENDING WITH A MANHOLE AT THE NORTHWEST CORNER OF LOT 81. ANOTHER 8" LINE TAPS INTO 8" LINE TAPS INTO A SANITARY MANHOLE AT THE SOUTHWEST CORNER OF LOT 81. ANOTHER 8" LINE TAPS INTO OF FABIAN AVENUE ENDING WITH A MANHOLE AT THE SOUTHWEST CORNER OF LOT 63. ANOTHER 8" LINE TAPS INTO A SANITARY MANHOLE AT THE SOUTHEAST CORNER OF LOT 65 RUNNING EAST ALONG THE NORTH SIDE OF JULIUS AVENUE ENDING WITH A SANITARY MANHOLE A THE SOUTHEAST CORNER OF LOT 75.

THE 12" AND 8" LINES, 146-# SERVICE LINES AND EIGHT (72) 48" SANITARY SEWER MANHOLES HAVE BE INSTALLED, AT A TOTAL COST OF $325,772.75 OR $1,724.52 PER LOT. THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $37,785.65 WHICH COVERS THE $281.31 PER LOT AS STATED IN THE 30 YEAR WASTE WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE SERVICES AND ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C.'S WASTE WATER SYSTEM. THE ENTIRE WASTE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

ENGINEER CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $83,650.00 WHICH EQUALS TO $1,327.77 PER LOT.

SEWAGE FACILITIES – THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $363,858.60 WHICH EQUALS TO $5,963.21 PER LOT.

ENGINEER'S SIGNATURE — DATE

REPORTE DE INGENIERIA DE LA ESPERANZA

POR: FRED L. KURTH

ABASTECIMIENTO DE AGUA: DESCRIPCION, COSTOS Y FECHA DE OPERABILIDAD

LA SUBDIVISION LA ESPERANZA RECIBIRÁ SU PROVISIÓN DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑÍA DE AGUA (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE AGUA PARA LA SUBDIVISIÓN LA ESPERANZA CONSISTE DE UN CONDUCTO DE AGUA DE 12 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO SUR DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA MILE 12 NORTH ROAD. EL SISTEMA DE PROVISIÓN DE AGUA DE LA SUBDIVISIÓN LA ESPERANZA CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO QUE SE CONECTA CON EL CONDUCTO DE AGUA EXISTENTE DE 12 PULGADAS. ESTA LÍNEA DE 8 PULGADAS CUAL SIGUE HACIA EL SUR POR EL LADO ESTE DE LA CALLE ESPERANZA STREET, LUEGO CORE AL ESTE EN EL LADO NORTE DE LA CALLE CORNELIUS AVENUE, LUEGO CORE AL SUR POR EL LADO OESTE DEL DERECHO DE VÍA DE MARTIN STREET, LUEGO CORE AL OESTE POR EL LADO NORTE DE LA DERECHO DE VÍA DE FE AVENUE, LUEGO CORE AL NORTE POR EL LADO OESTE DEL DERECHO DE SEVERINO STREET, LUEGO CORE AL ESTE POR EL LADO NORTE DEL DERECHO DE VÍA DE CORNELIUS AVENUE CONECTANDO A LA LÍNEA DE 8 PULGADAS EN EL LADO SURESTE DE LOTE 7. OTRA LÍNEA DE 8 PULGADAS SE CONNECTA A LA LÍNEA DE AGUA EN EL LADO SURESTE DE LOTE 129 LUEGO CORE AL ESTE POR EL LADO SUR DE FABIAN AVENUE Y SE CONNECTA A LA LÍNEA DE AGUA EN EL LADO NORTESTE DE LOTE 63. OTRA LÍNEA DE 8 PULGADAS SE CONNECTA A LA LÍNEA DE AGUA EN EL LADO NORTESTE DE LOTE 124, LUEGO CORE AL ESTE POR EL LADO SUR DE JULIUS AVENUE Y SE CONNECTA A LA LÍNEA DE AGUA EN EL LADO NORTESTE DE LOTE 77, OTRA LÍNEA DE 8 PULGADAS SE CONNECTA A LA LÍNEA DE AGUA EN EL LADO OESTE DE GOOLIE HEIGHTS No. 2 CORE AL OESTE Y SE CONNECTA A LA LÍNEA DE 8 PULGADAS EN EL LADO OESTE DE SUBDIVISIÓN PREVIAMENTE MENSIONADO POR LA CALLE MARTIN STREET EN LA ESQUINA SURESTE DE LOTE 77.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PROVIDUEN SEISENTA-SIETE DOBLE--CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES, ESTOS CONDUCTOS SE SEPARAN PARA PROVEER DOS CONDUCTOS DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA CADA LOTE, Y ONCE CONDUCTOS INDIVIDUALES DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA CADA LOTE Y SE HAN INSTALADO LOS CONDUCTOS DE AGUA DE 8 PULGADAS DE DIÁMETRO, LOS DOBLE--CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO, EL CONDUCTO DE ¾ DE PULGADA DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE $ 79,328.00 O $ 1,724.52 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. $ XX,780.00, QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, $ 248.62. ESTE PRECIO INCLUYE EL COSTO DE LA CUOTA DE DERECHOS DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE LOTE HA INSTALADO EL MEDIDOR DE AGUA, LA COMPAÑÍA N.A.W.S.C. LO INSTALARÁ SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO 9 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ 3,318.00 POR CADA UNO POR UN GASTO TOTAL CONTRATADO TOTAL DE $29,835.00. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

LA SUBDIVISIÓN LA ESPERANZA RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑÍA DE DRENAJE SANITARIO N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO PARA LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUAS DE DRENAJE SANITARIO ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE DRENAJE SANITARIO PARA LA LA ESPERANZA CONSISTE DE UN SISTEMA DE POMPAS SANITARIO LOCALIZADO APPROXIMENTE 1,717.00 PIES AL OESTE DE ESTA SUBDIVISIÓN Y EN EL LADO SUR DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA MILE 12 NORTH ROAD. EL SISTEMA DE PROVISIÓN DE DRENAJE SANITARIO DE LA LA ESPERANZA CONSISTE DE UNA LÍNEA DE PRESIÓN DE 12 PULGADAS DE DIÁMETRO QUE SE CONECTA CON EL SISTEMA DE POMPAS SANITARIO EXISTENTE Y CUAL SIGUE HACIA EL ESTE POR EL LADO SUR DE LA CALLE MILE 12 NORTH ROAD, TERMINARA CON UNA ALCANTARILLA DE 48 PULGADAS DE DIÁMETRO EN EL LADO NORTESTE DE LOTE 1. OTRO CONDUCTO DE DRENAJE DE 12 PULGADAS DE DIÁMETRO CONNECTANDO A LA LÍNEA PREVIAMENTE MENSIONADO CONTINÚA CORRIENDO AL SUR POR EL LADO ESTE DEL LOTE 145, CONECTÁNDOSE CON UNA ALCANTARILLA DE 48 PULGADAS LOCALIZADA AL LADO NORTESTE DE LOTE 105. OTRO CONDUCTO DE 12 PULGADAS SE CONECTA CON UNA ALCANTARILLA DE 48 PULGADAS DE DIÁMETRO LOCALIZADA AL NORTE DE LOTE 102 EL LADO SUR DEL DERECHO DE VÍA DE CORNELIUS AVENUE, LUEGO CORE AL SUR POR EL LADO ESTE DE MARTIN STREET TRIUNFANDO CON UNA ALCANTARILLA DE 48 PULGADAS DE DIÁMETRO LOCALIZADA AL NORTE DE LOTE 103. OTRO CONDUCTO DE DRENAJE DE 12 PULGADAS SE CONECTA CON UNA ALCANTARILLA DE 48 PULGADAS DE DIÁMETRO LOCALIZADA AL NORTESTE DE LOTE 40, CORE AL SUR POR EL LADO ESTE DEL DERECHO DE VÍA DE SEVERINO STREET LUEGO CORE AL ESTE EN EL LADO SUR DE FE AVENUE TRIUNFANDO CON UN ALCONATARILLA DE 48 PULGADAS LOCALIZADA AL NORTESTE DE LOTE 105. OTRO CONDUCTO DE 8 PULGADAS SERÁ CONECTADO A LA LÍNEA SANITARIO EN EL LADO SURESTE DE LOTE 41 Y SIGUE AL RUMBO ESTE POR EL LADO NORTE DE LA CALLE FABIAN AVENUE, TRIUNFANDO CON UN ALCONATARILLA DE 48 PULGADAS LOCALIZADA AL LADO SURESTE DE LOTE 81. OTRO CONDUCTO DE 8 PULGADAS SERÁ CONECTADO A LA LÍNEA SANITARIO EN EL LADO SURESTE DE LOTE 65 Y SIGUE AL RUMBO ESTE POR EL LADO NORTE DE LA CALLE JULIUS AVENUE, TRIUNFANDO CON UN ALCONATARILLA DE 48 PULGADAS LOCALIZADA AL LADO SURESTE DE LOTE 75.

DE ESTAS LÍNEAS DE DRENAJE SANITARIO DE 12 Y 8 PULGADAS, CIENTOQUARENTAI OCHO (146) LÍNEAS DE SERVICIO DE 4 PULGADAS Y VEINTE--DOS (22) ALCANTARILLAS HAN SIDO INSTALADAS, HA UN COSTO TOTAL DE $364,772.75 O $5,011.88 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. UN COSTO TOTAL DE $37,785.65, O $281.31 POR LOTE. EL SISTEMA DE DRENAJE SANITARIO ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

CERTIFICACIÓN:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS REGLAS CONFORMANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERÁ INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTARÁ UN TOTAL DE $ 83,650.0 O $ 1,327.77 POR LOTE

DRENAJE: SE ESTIMA QUE EL DRENAJE COSTARÁ UN COSTO TOTAL DE $363,831.40 O $5,962.79 POR LOTE.

ENGINEER'S SIGNATURE — DATE

SUBDIVIDER CERTIFICATION

I, BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS AND OR WATER WELLS FOR EACH LOT(S) MEET SUCH STANDARDS AND, (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

I, I, TAEK KIM & NANCY VARGAS KIM, SUBDIVIDERS OF LA ESPERANZA, HERE BY CERTIFY SEWER PERMITS HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

TAEK KIM & NANCY VARGAS KIM

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TAEK KIM & NANCY VARGAS KIM KNOWN TO ME, THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO BE THAT THEY EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF

OFFICE THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC
MY COMMISSION EXPIRES_____

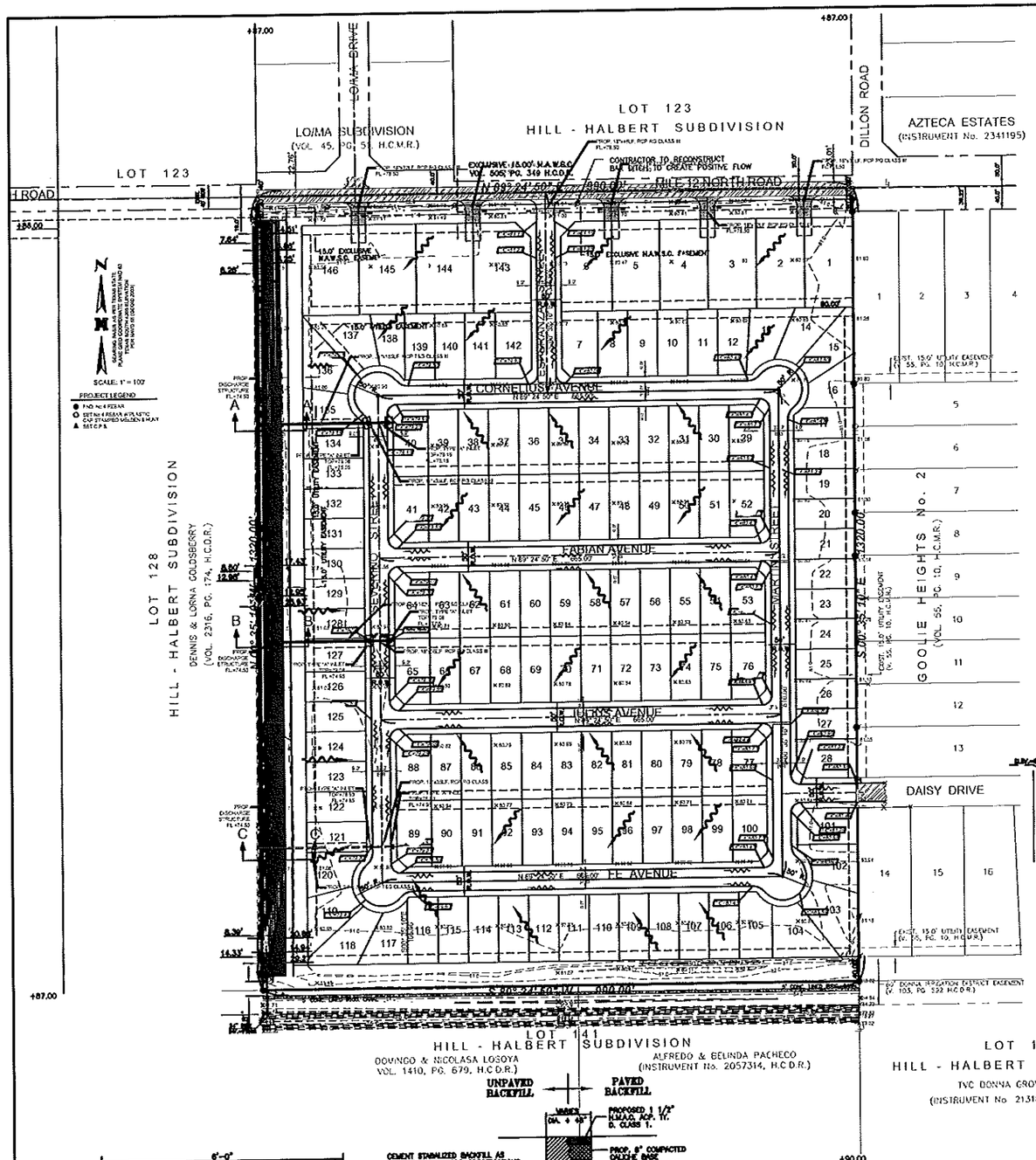
SHEET 2 OF 3 SHEETS

-MAP OF TOPOGRAPHY AND STORM DRAINAGE SYSTEM-
-TOPOGRAFIA Y SISTEMA DE DRENAJE PLUVIAL-

Map of

LA ESPERANZA

BEING A RESUBDIVISION OF THE EAST 30.000 ACRES
OUT OF LOT 128, HILL-HALBERT SUBDIVISION
REC. IN VOL. 1, PAGE 35, H.C.M.R.,
HIDALGO COUNTY, TEXAS.



DRAINAGE STATEMENT
LA ESPERANZA

LA ESPERANZA IS A 30.000-ACRE TRACT OF LAND OUT OF LOT 128, HILL - HALBERT TRACT, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, HIDALGO COUNTY, MAP RECORDS. THE PROPERTY IS LOCATED 4800 FEET EAST OF F.M. 1423 (VALVERDE ROAD) ALONG THE SOUTH SIDE OF MILE 12 NORTH ROAD (MINNESOTA ROAD). SAID PROPERTY IS CURRENTLY OPEN LAND, WITH A PROPOSED RESIDENTIAL USE THAT INCLUDES 148 LOTS. THIS SUBDIVISION LIES IN ZONE 'C' (NO SHADING) ON FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480334 0425 C, MAP REVISED NOVEMBER 16, 1982. ZONE 'C' (NO SHADING) IS DEFINED AS AREAS OF MINIMAL FLOODING.

THE SOILS ARE SANDY CLAY LOAM, WHICH ARE IN HYDROLOGIC GROUPS 'B'. SOILS IN HYDROLOGIC GROUP 'B' HAVE A MODERATE PERVIOUSNESS, AND A RELATIVELY LOW PLASTICITY INDEX (SEE EXCERPTS FROM "SOIL SURVEY OF HIDALGO COUNTY, TEXAS"). EXISTING RUNOFF IS IN A NORTHEASTERLY DIRECTION, AND HAS A PRE-CONSTRUCTION FLOW OF 9.24 C.F.S. DURING THE 10-YEAR STORM FREQUENCY AS PER THE ATTACHED CALCULATIONS.

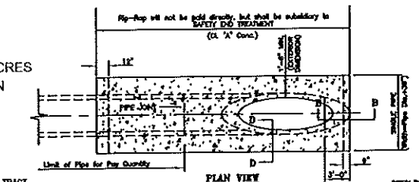
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT POLICIES, THE PEAK POST CONSTRUCTION RATE OF RUNOFF WILL NOT BE INCREASED DUE TO THE CONSTRUCTION OF THIS SUBDIVISION. THEREFORE AS PER ATTACHED CALCULATIONS, 91,095 TOTAL CUBIC FEET OF DETENTION (2.091 AC-FT.) ARE REQUIRED. DETENTION WILL BE ACCOMPLISHED WITHIN THE EXISTING DONNA IRRIGATION DISTRICT DRAIN DITCH LOCATED ALONG THE WEST SIDE OF THIS SUBDIVISION. THE DRAIN DITCH WILL BE RE-EXCAVATED ALONG THE EAST SIDE OF THE DRAIN DITCH AND WILL NET APPROXIMATELY 91,250 CUBIC FEET OF DETENTION (SEE ATTACHED CROSS SECTION). RUNOFF FROM THE PROPOSED STREETS AND EXCESS RUNOFF FROM THE LOTS WILL SURFACE FLOW INTO THREE PROPOSED STORM DRAINAGE SYSTEMS FOR THIS SUBDIVISION. SYSTEM 'A' LOCATED IN THE NORTHERN ONE THIRD OF THE SUBDIVISION CONSISTS OF TWO (2) TYPE 'A' INLETS, AND 140 LINEAR FEET OF 24-INCH PIPE AND 35 LINEAR FEET OF 18-INCH PIPE. SYSTEM 'B' LOCATED IN THE CENTER ONE THIRD OF THE SUBDIVISION CONSISTS OF TWO (2) TYPE 'A' INLETS, 140 LINEAR FEET OF 24-INCH PIPE AND 35 LINEAR FEET OF 18-INCH PIPE. SYSTEM 'C' LOCATED IN THE SOUTHERN THIRD OF THE SUBDIVISION CONSISTS OF TWO (2) TYPE 'A' INLETS, 140 LINEAR FEET OF 24-INCH PIPE AND 35 LINEAR FEET OF 18-INCH PIPE. THE ULTIMATE OUTFALL IS THE DONNA LATERAL DRAIN DITCH LOCATED TO THE SOUTH OF THIS DEVELOPMENT.

THE FINISHED FLOOR ELEVATION FOR THE PROPOSED BUILDINGS SHALL BE 18 INCHES ABOVE THE FRONT TOP OF CURB, MEASURED FROM THE CENTER OF THE LOT. NATURAL GROUND SHALL BE GRADED IN SUCH MANNER THAT IT WILL ALLOW RUNOFF TO DRAIN AWAY FROM THE BUILDINGS, AS WELL AS AVOID THE CONCENTRATION OF RUNOFF ONTO OTHER LOTS WITHIN THE SUBDIVISION.

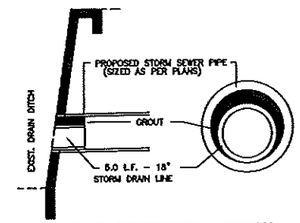
CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100 YEAR FLOOD PLAIN AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0425 C, REVISED NOVEMBER 16, 1982 IS CONTAINED WITHIN THE WIDENING OF THE DRAINAGE DITCH ALONG THE WEST BOUNDARY OF THE SUBDIVISION.

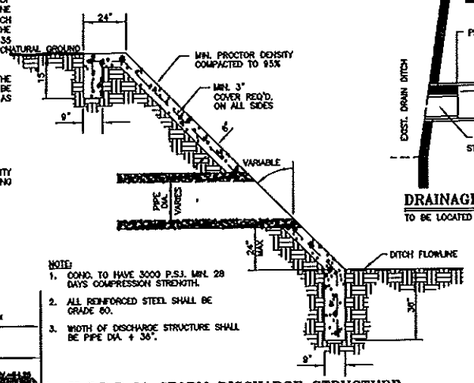
FRED L. KURTH, PE # 54151 DATE:



SAFETY END TREATMENT - (Type "C") DETAILS
N.T.S.

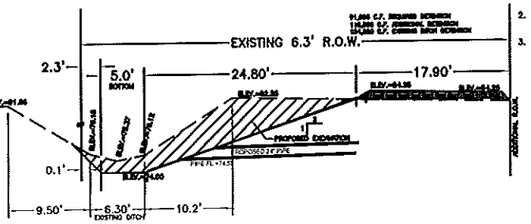


DRAINAGE RESTRICTION DETAIL
TO BE LOCATED AT EACH DRAINAGE DISCHARGE @ DITCH

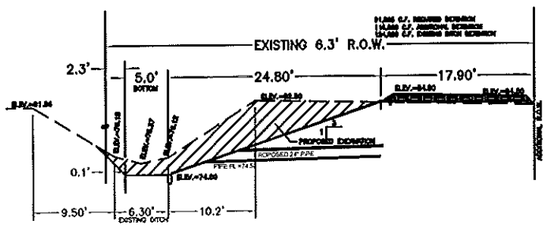


NOTE:
1. CONC. TO HAVE 3000 P.S.I. MIN. 28 DAYS COMPRESSION STRENGTH.
2. ALL REINFORCED STEEL SHALL BE GRADE 60.
3. WIDTH OF DISCHARGE STRUCTURE SHALL BE PIPE DIA. + 36".

H.C.D.D.#1 STORM DISCHARGE STRUCTURE
N.T.S.



CROSS SECTION No. 1



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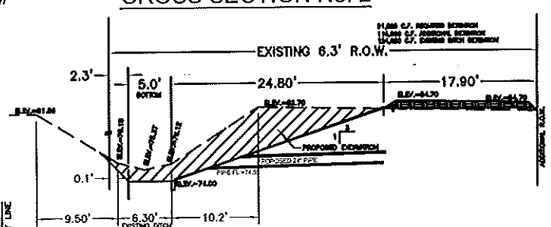
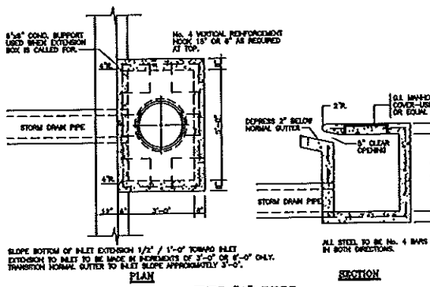
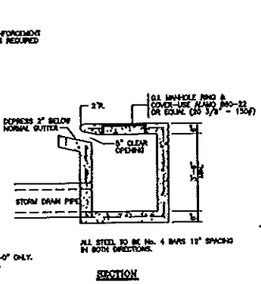
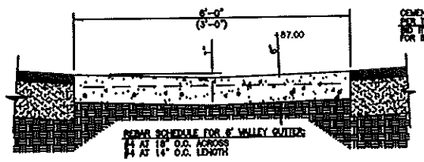


CROSS SECTION No. 3

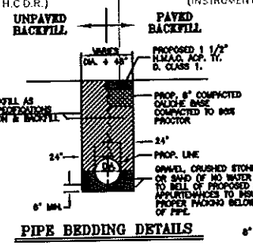


TYPE "A" INLET
N.T.S.

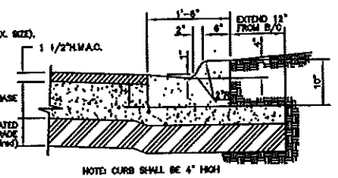




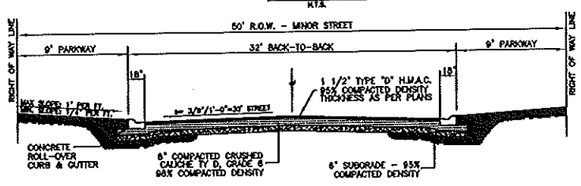
CONCRETE VALLEY GUTTER
N.T.S.



PIPE BEDDING DETAILS



CONCRETE ROLL-OVER CURB & GUTTER
N.T.S.



TYPICAL INTERIOR STREET CROSS SECTION
N.T.S.

GENERAL NOTES:
1. ALL CONCRETE WORK SHALL BE TREATED WITH MEMBRANE CURING COMPOUND TYPE 2 WHITE PIGMENTED IN ACCORDANCE W/ THD 1972 SPECIFICATIONS ITEM 531. CONSIDERED INCIDENTAL TO CONCRETE WORK.
2. 1/2" EXPANSION JOINTS REQUIRED AT 70' o.c. AND AT THE BEGINNING AND END OF ALL RADII. CONTRACTION JOINTS SHALL NOT EXCEED 10' o.c.

MELDEN & HUNT, INC.
TEXAS REG'ST. F-1435
MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
110 S. BANYAN
EDINBURG, TX. 78541
(956) 381-0981
FAX: (956) 381-1839
227 S. FM. 3167
RIO GRANDE CITY, TX. 78582
(956) 487-2666
FAX: (956) 486-2091
E-MAIL: www.meldenandhunt.com
LICENSED ID: 1967

Y:\Land Development\Residential\Donna\12088 - Taek Kim\12088.00 - Plat Development\AutoCad Files\12088.0 PLAT.dwg, 7/15/2014 3:55:08 PM, ciro,

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING
DATE: 07-22-2014

PROPOSED **LOS CIELOS** SUBDIVISION, PRECINCT No. **1**

ENGINEER: **MELDEN & HUNT, INC.** DEVELOPER: **RAMON SAENZ, JR.**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **46** ☒*SINGLE FAMILY _____ ☐*MULTI-FAMILY _____ ☐COMMERCIAL _____ ☐INSTITUTION

LOCATION DESCRIPTION: **South of Mile 12 Rd, approximately ¼ mile West of Old La Blanca Rd.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of **Donna** and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: **05-08-2013** PROPERTY LIES WITHIN FLOOD ZONE: **"C"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage will be accomplished by Storm Drainage Pipe System. Detention will be accomplished by the widening of the existing Donna Irrigation District Ditch located adjacent South of the Subdivision.**

ROAD R.O.W. DEDICATION: **35' feet on Mile 12 North Rd.**

H.C.R.O.W. FINAL APPROVED DATE: **05-07-2014**: By **Roy Gonzalez** R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **05-05-2014** By, **Elizardo "Chardo" Ramos** Environmental Health Division Manager

SEWER SYSTEM: ☒OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez**
☒OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: **MARCH 30, 2014**

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **12"** LOCATION: **Along the south side of Mile 12 North Rd.**

H.C.O.E.C. PRELIMINRAY APPROVED DATE: **05-08-2014**: By **Martin Ramirez, Environmental Compliance Coordinator**
☒**LARGE CONSTRUCTION**
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

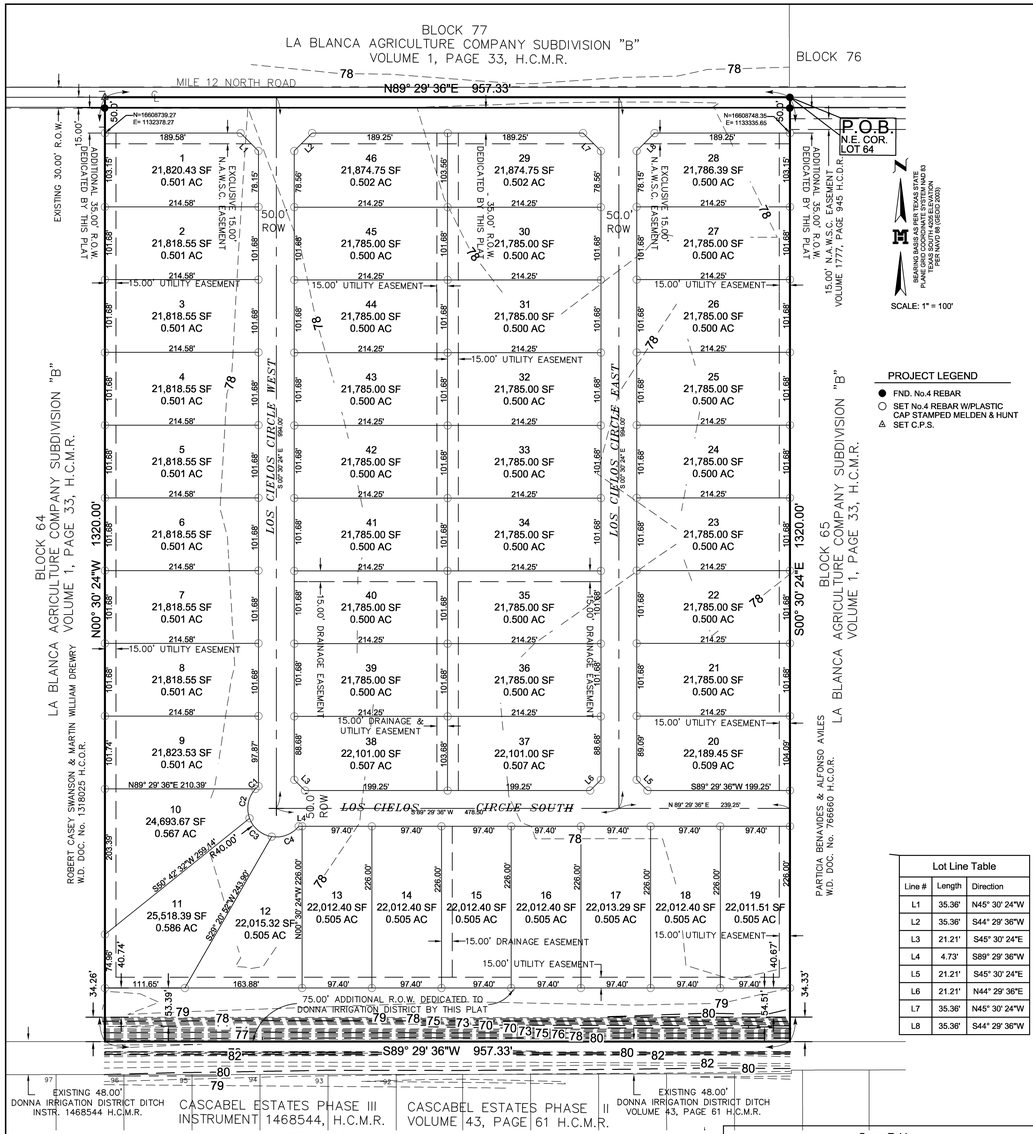
PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **JULY 30, 2013**

STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of **Donna**.*

☒ **Final Approval** *subject to recommendations other departments*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



PROJECT LEGEND

- ● FND. No.4 REBAR
- ○ SET No.4 REBAR W/PLASTIC CAP STAMPED MELDEN & HUNT
- △ SET C.P.S.

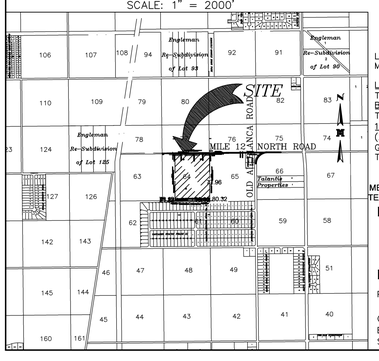
Lot Line Table		
Line #	Length	Direction
L1	35.36'	N45° 30' 24"W
L2	35.36'	S44° 29' 36"W
L3	21.21'	S45° 30' 24"E
L4	4.73'	S89° 29' 36"W
L5	21.21'	S45° 30' 24"E
L6	21.21'	N44° 29' 36"E
L7	35.36'	N45° 30' 24"W
L8	35.36'	S44° 29' 36"W

Curve Table						
Curve #	Delta	Length	Radius	Chord Direction	Chord Length	Tangent
C1	8° 10' 53"	5.71'	40.00'	S46° 43' 14"W	5.71'	2.86'
C2	63° 11' 03"	44.11'	40.00'	S11° 02' 16"W	41.91'	24.60'
C3	60° 34' 55"	42.29'	40.00'	S50° 50' 43"E	40.35'	23.37'
C4	60° 41' 18"	42.37'	40.00'	N68° 31' 11"E	40.42'	23.42'

SUBDIVISION MAP OF
LOS CIELOS SUBDIVISION

BEING A RESUBDIVISION OF 29.01 ACRES
OUT OF LOT 64
LA BLANCA AGRICULTURAL COMPANY'S SUBDIVISION "B"
VOLUME 2, PAGE 42, H.C.M.R.
HIDALGO COUNTY, TEXAS.

LOCATION MAP
SCALE: 1" = 2000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

LOS CIELOS SUBDIVISION IS LOCATED IN THE SOUTHCENTRAL PART OF HIDALGO COUNTY ON THE SOUTH SIDE OF MILE 12 NORTH ROAD, APPROXIMATELY 1/4 MILES WEST OF OLD LA BLANCA ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY DONNA (POPULATION 15,798). LOS CIELOS SUBDIVISION LIES APPROXIMATELY 2.5 MILES FROM THE CITY LIMITS (AND IS WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND 42.021.
THIS SUBDIVISION FALLS WITHIN PRECINCT 1.

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
115 W. McINTYRE — OFF: (956) 381-0981 — EDINBURG, TX. 78541 — FAX: (956) 381-1839
227 N. F.M. 3167 — OFF: (956) 467-8256 — RIO GRANDE CITY, TX. 78582 — FAX: (956) 488-8591
E-MAIL: www.meldenandhunt.com — ESTABLISHED 1947

INDEX TO SHEET OF LOS CIELOS SUBDIVISION

SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP: LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; ENGINEERING CERTIFICATION CITY; CITY COUNCIL CERTIFICATION; PLANNING & ZONING CERTIFICATE; APPROVAL CERTIFICATE; COUNTY JUDGE CERTIFICATION; COUNTY CLERK'S RECORDING CERTIFICATE; IRRIGATION DISTRICT, H.C.D.D. No. 1., HIDALGO COUNTY RIGHT OF WAY DEPARTMENT CERTIFICATE, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; NORTH ALAMO WATER SUPPLY CORPORATION CERTIFICATION.

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER / OSSF AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION); DETAILS

SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE; DRAINAGE WIDENING, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE WIDENING, ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS.

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	RAMON SAENZ, Jr.	5711 N. 10th STREET	McALLEN, TX. 78504-2604	956-686-4128	956-686-4129
ENGINEER:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

GENERAL PLAT NOTES & RESTRICTIONS:
HIDALGO COUNTY GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE STATEMENT: ZONE "C" (UNSHADED) AREAS OF MINIMAL FLOODING. COMMUNITY-PANEL NO. 480334 0425 C EFFECTIVE DATE: NOVEMBER 16, 1982.

   THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN.
   COMMUNITY-PANEL NO. 480334 0425 D EFFECTIVE DATE: NOVEMBER 16, 1982 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
   FRONT: 25.00 FEET.
   REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
   SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER
   CORNER SIDE: 10.00 FEET; FRONT GARAGE SIDE: 18.00 FEET

3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS 2 THROUGH 27 AND LOTS 30 THROUGH 45.

5. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

6. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
   -->B.M. NO. 1-ELEV. 78.72 : MHI MONUMENT ALONG THE SOUTH RIGHT-OF-WAY OF MILE 12 NORTH ROAD ALONG THE WEST BOUNDARY LINE OF THIS TRACT. N: 16608773.458 E: 1132379.376.
   -->B.M. NO. 2-ELEV. 78.XX : MHI DISK MONUMENT SET IN CONCRETE WITHIN THE EAST CLIP OF LOS CIELOS CIRCLE EAST ALONG THE SOUTH RIGHT-OF-WAY OF MILE 12 NORTH ROAD. N: 16608XXX.XXX E: 1132XXX.XXX.

7. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 50,318 CUBIC-FEET 1.156 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 3 FOR STORM SEWER IMPROVEMENTS.) THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT'S DETERMINES AT THE DEVELOPMENT PERMIT STATE ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAT PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.

8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEPTIC TANKS, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

11. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR SCHOOLS, COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

12. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

   A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

   B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

   C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

   D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.

   E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

13. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

14. RAMON SAENZ, Jr. THE OWNER & SUBDIVIDER OF LOS CIELOS SUBDIVISION, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO.2 OF THIS PLAT.

15. LOTS 1, 28, 29 AND 46 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO MILE 12 NORTH ROAD, UNLESS SAID LOT IS DESIGNATED FOR COMMERCIAL USE. LOCATION OF ACCESS/DRIVEWAY SHALL BE SHOWN ON THE SITE PLAN AS PER NOTE 11 AND ARE SUBJECT TO APPROVAL FORM THE HIDALGO COUNTY PLANNING DEPARTMENT.

DESCRIPTION OF LOS CIELOS SUBDIVISION
METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 29.01 ACRES, SITUATED IN THE COUNTY OF HIDALGO, TEXAS, OUT OF BLOCK 64, LA BLANCA AGRICULTURAL COMPANY'S SUBDIVISION "B", ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGE 33, HIDALGO COUNTY MAP RECORDS, SAID 29.01 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A No. 4 REBAR FOUND ON THE NORTHEAST CORNER OF SAID BLOCK 64 FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, S 00° 30' 18" E ALONG THE EAST LINES OF SAID BLOCK 64 AT A DISTANCE OF 15.00 FEET PASS A No. 4 REBAR FOUND ON THE SOUTH RIGHT-OF-WAY OF MILE 12 NORTH ROAD AND CONTINUING A TOTAL DISTANCE OF 1320.00 FEET TO THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, S 89° 29' 42" W ALONG THE SOUTH LINE OF SAID BLOCK 64, A DISTANCE OF 957.33 FEET TO A POINT ON THE SOUTH LINE OF SAID BLOCK 64 FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 00° 30' 18" W A DISTANCE OF 1302.00 FEET PASS A No. 4 FOUND ON THE SOUTH RIGHT-OF-WAY OF MILE 12 NORTH ROAD AND CONTINUE A TOTAL DISTANCE OF 1320.00 FEET TO A COTTON PICKER SPINDLE SET ON THE NORTH LINE OF SAID BLOCK 64 FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE, N 89° 29' 42" E ALONG THE NORTH LINE OF LOT 64 AND WITHIN THE RIGHT-OF-WAY OF MILE 12 NORTH ROAD A DISTANCE OF 957.33 FEET TO THE POINT OF BEGINNING, AND CONTAINING 29.01 ACRES OF LAND OF WHICH 0.31 OF ONE ACRE LIE WITHIN THE MILE 12 NORTH ROAD LEAVING 28.70 ACRES OF LAND, MORE OR LESS.

CITY OF DONNA
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.0115(B)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF LOS CIELOS SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DONNA

ON _____ DAY OF _____ 20____.

_____ _____
MAYOR OF THE CITY DONNA — DATE

ATTEST: _____ _____
SECRETARY OF THE CITY OF DONNA — DATE

CITY OF DONNA
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.0115(B)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LOS CIELOS SUBDIVISION WAS REVIEWED AND APPROVED BY THE PLANNING AND ZONING COMMISSION OF DONNA _____ ON _____ DAY OF _____ 20___.

_____ _____
P&Z CHAIRMAN OF THE CITY OF DONNA — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LOS CIELOS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT

ON _____ DAY OF _____, 20____.

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LOS CIELOS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

ON _____ DAY OF _____, 20____.

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND DESCRIBED ABOVE FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT SHE IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE DAY OF _____ 20 ____.

_____
(GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED RAMON SAENZ Jr. KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 20___.

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

WE, RAMON SAENZ JR., BLUE SKY RGV, L.L.C. A TEXAS LIMITED LIABILITY COMPANY, AS OWNER OF THE 29.01 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LOS CIELOS SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____
RAMON SAENZ, JR. MANAGER — DATE:
BLUE SKY RGV, L.L.C., A TEXAS LIMITED LIABILITY COMPANY
5711 N. 10th STREET
McALLEN, TEXAS 78504-2604

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED RAMON SAENZ, JR.
PROVED TO ME THROUGHHIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF_____ ,2013 .

_____
NOTARY PUBLIC, STATE OF, TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR AND LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF LOS CIELOS SUBDIVISION WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON MARCH 18, 2013 AND THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION.

_____
FRED L. KURTH, PE # 54151 RPLS # 4750
DATE SURVEYED: MARCH 18, 2013 JOB No. 13046. 00
DATE PREPARED: MARCH 21, 2013 SURVEY JOB No. 13046. 08
T-948 PG. 14
MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS — FRED L. KURTH — 54151 — LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS REGISTERED — FRED L. KURTH — 4750 — PROFESSIONAL LAND SURVEYOR

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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 DRAINAGE DISTRICT NO. 1
BY: _____
_____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
DONNA IRRIGATION DISTRICT

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO COUNTY DONNA IRRIGATION DISTRICT, DATED THIS THE _____
DAY OF _____20 13 .

_____ DATE _____
PRESIDENT
ATTEST: _____ DATE _____
SECRETARY

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

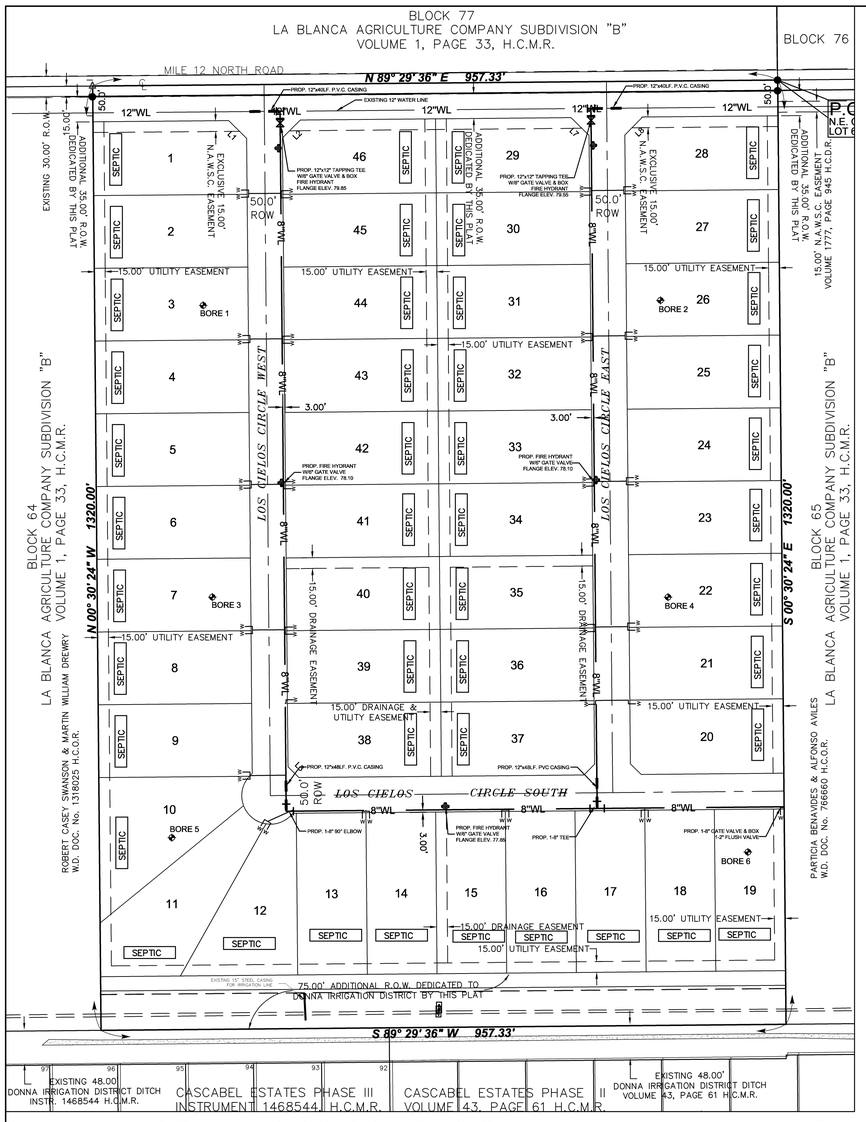
WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF LOS CIELOS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY
COMMISSIONERS COURT ON _____ DAY OF _____ 20___.

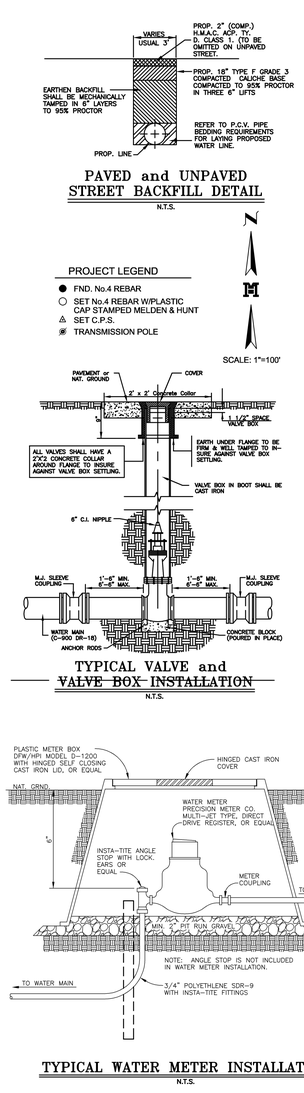
_____ DATE _____
HIDALGO COUNTY JUDGE
ATTEST: _____ DATE _____
HIDALGO COUNTY CLERK

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
DOCUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY





ENGINEERING REPORT FOR LOS CIELOS ESTATES
BY: FRED L. KURTH
WATER SUPPLY: DESCRIPTION, COSTS, AND OPERABILITY DATE

LOS CIELOS ESTATES WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 12" DIAMETER WATER LINE RUNNING ALONG THE SOUTH SIDE OF THE RIGHT-OF-WAY OF MILE 12 NORTH ROAD. THE WATER SYSTEM FOR LOS CIELOS ESTATES CONSISTS OF A 8" DIAMETER WATER LINE THAT TAPS INTO THE EXISTING 12" LINE. THIS 8" LINE RUNS SOUTH ALONG THE WEST SIDE OF EAST STREET RIGHT-OF-WAY, THEN WEST ALONG THE NORTH SIDE OF SOUTH STREET RIGHT-OF-WAY, THEN NORTH ALONG THE EAST RIGHT-OF-WAY OF WEST STREET TAPPING INTO THE EXISTING 12" WATER LINE.

WATER DISTRIBUTION FOR THE LOS CIELOS ESTATES CONSISTS OF TWENTY-TWO –1" DIAMETER DUAL SERVICE LINES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO ¾" DIAMETER SERVICE LINES AND TWO –¾" DIAMETER SINGLE SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE 8" LINE, THE DUAL SERVICES AND ¾" SINGLE SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $XX,870.00, OR $X890.31 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $XX,780.00, WHICH COVERS THE $X96.62 COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED 5 FIRE HYDRANTS AT A UNIT COST OF $1,500.00 FOR A TOTAL COST OF $7,500.00. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT

SEWAGE FACILITIES DESCRIPTION; COST AND OPERABILITY DATES:

SEWAGE FROM LOS CIELOS ESTATES WILL BE TREATED BY INDIVIDUAL ON–SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. SITE EVALUATOR #12258 HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAIN FIELD.

SOIL EVALUATION REPORT:
EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A TEXTURE CLASS II SANDY LOAM SOIL FOR THE AREA. SIX SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE PROPOSED DISPOSAL AREA. THE SOIL IS A UNIFORM SANDY LOAM EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUND WATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS 1,500.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSFS HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $69,000.000. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON 06–02–2011

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE WATER AND THE UNCONSTRUCTED ON–SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $XX,650.00 WHICH EQUALS TO $X,327.77 PER LOT.

SEWAGE FACILITIES – SEPTIC SYSTEM IS ESTIMATED TO COST $1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $69,000,000 FOR THE ENTIRE SUBDIVISION.

_____ _____
ENGINEER'S SIGNATURE DATE

REPORTE DE INGENIERIA DE LOS CIELOS ESTATES
POR: FRED L. KURTH
ABASTECIMIENTO DE AGUA: DESCRIPCION, COSTOS Y FECHA DE OPERABILIDAD

LA SUBDIVISIÓN LOS CIELOS RECIBIRÁ SU PROVISIÓN DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑÍA DE AGUA (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE AGUA PARA LA SUBDIVISIÓN LOS CIELOS CONSISTE DE UN CONDUCTO DE AGUA DE 12 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO SUR DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA MILE 12 NORTH. EL SISTEMA DE PROVISIÓN DE AGUA DE LA SUBDIVISIÓN LOS CIELOS CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO QUE SE CONECTA CON EL CONDUCTO DE AGUA EXISTENTE DE 8 PULGADAS. ESTA LÍNEA DE 8 PULGADAS CUAL SIGUE HACIA EL SUR POR EL LADO OESTE DE LA CALLE EAST AVE., LUEGO AL OESTE EN EL LADO NORTE DE LA CALLE SOUTH AVE. LUEGO AL NORTE EN EL LADO ESTE DE LA CARRETERA WEST AVE. CONECTANDO A LA LÍNEA DE 12 PULGADAS EN LA CALLE MILE 12 NORTH.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN VENTE–DOS DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES, ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA CADA LOTE, Y DOS CONDUCTOS INDIVIDUALES DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA CADA LOTE Y SE HAN INSTALADO LOS CONDUCTOS DE AGUA DE 8 PULGADAS DE DIÁMETRO. LOS DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO, EL CONDUCTO DE ¾ DE PULGADA DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE $ XX,870.00 O $ X90.31 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. $ 25,780.00, QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, $ 396.62. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.A.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO 5 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ 1,500.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL $7,500.00. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

SE INSTALARA UNA FOSA SÉPTICA EN CADA SOLAR. ESTA FOSA SETICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL INSPECTOR #12258 DE ESTE DOCUMENTO HA EVALUADO EL ÁREA DONDE SE ENCUENTRA LA SUBDIVISIÓN Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSAS SÉPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGÚN EL REPORTE.

CADA LOTE EN LA SUBDIVISIÓN MIDE MEDIO ACRE. EL LIBRO "THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK" INDICA AL CONSISTENCIA TIPO III SUELO FRANCO ARENOSO EN ESTA AREA. SE HICIERON SIES EXCAVACIONES DE EVALUACIÓN EN LUGARES OPUESTOS EN LA SUBDIVISIÓN. EL TERRENO ES UNIFORME SUELO FRANCO ARENOSO Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA ÁREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON 1,500.00 DÓLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL. A UN COSTO TOTAL DE $ 69,000.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SÉPTICAS DESDE (FECHA DE INSPECCIÓN).

CERTIFICACIÓN:
CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTARA UN TOTAL DE $ 83,650 O $ 1,327.77 POR LOTE

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $ 1,000.00 A UN COSTO TOTAL DE $ 69,000.00 TODA LA SUBDIVISIÓN.

_____ _____
ENGINEER'S SIGNATURE DATE

SUBDIVIDER CERTIFICATION

1. BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS AND OR WATER WELLS FOR EACH LOT(S) MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1. I, RAMON SAENZ, JR. MANAGER SUBDIVIDER OF LOS CIELOS SUBDIVISION HERE BY CERTIFY SEWER PERMITS HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

_____
RAMONN SAENZ JR.

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RAMON SAENZ JR. KNOWN TO ME THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO BE THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED,GEVEN UNDER MY HAND AND SEAL OF

OFFICE THIS THE _____DAY OF _____20_____.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE AGUA

SUBDIVISION MAP OF

LOS CIELOS SUBDIVISION

BEING A RESUBDIVISION OF 29.00 ACRES
OUT OF LOT 64
LA BLANCA AGRICULTURAL COMPANY'S SUBDIVISION "B"
VOLUME 2, PAGE 42, H.C.M.R.
HIDALGO COUNTY, TEXAS.

COST ESTIMATE:

PAVING IMPROVEMENTS:	$ 251,478.20
DRAINAGE IMPROVEMENTS:	$ 81,232.00
WATER DISTRIBUTION:	$ 86,360.00
SEPTIC TANK IMPROVEMETNS / OSSF:	$ 69,000.00

ESTIMACION DE COSTOS:

PAVIMENTACION DE CALLES:	$ 251,478.20
DREAJE PLUVIAL:	$ 81,232.00
SERVICIO DE AGUA POTABLE:	$ 86,360.00
SERVICIO DE FOSA SEPTICA	$ 69,000.00

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435
MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
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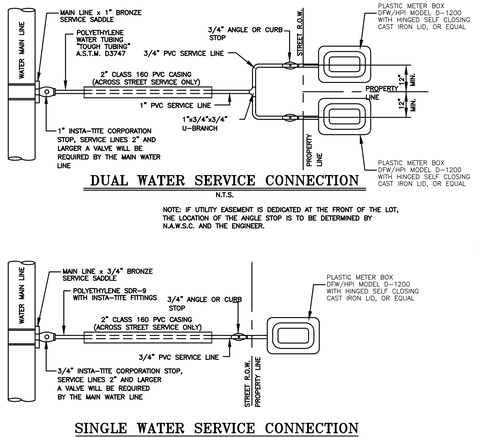
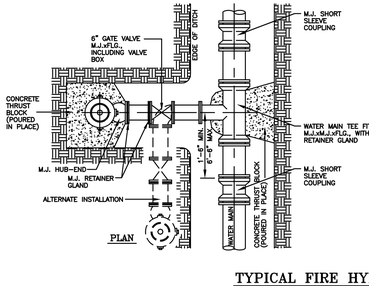
EDINBURG, TX. 78541 FAX: (956) 381-1839
227 N. F.M. 3167 OFF: (956) 487-8256
RIO GRANDE CITY, TX. 78582 FAX: (956) 488-8591
E-MAIL: www.meldenandhunt.com ESTABLISHED 1947

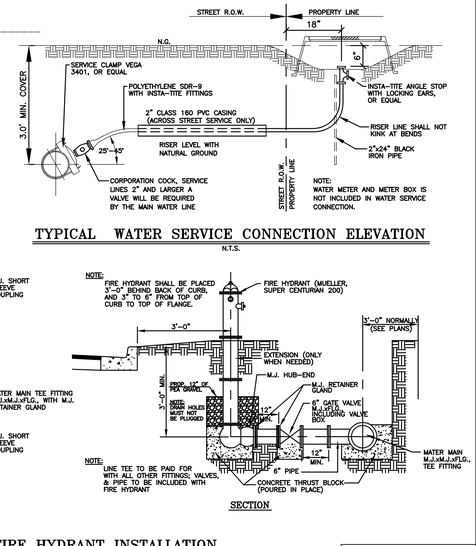
LEGEND:
SET REBAR
FOUND COTTON PICKER SPINDLE
FOUND PIPE
FOUND REBAR
PROPOSED DUAL WATER SERVICE
PROPOSED SINGLE WATER SERVICE
PROPOSED SEPTIC TANK
TYPICAL DETAILS OF SERVICE LINES AND WATER METER BOX
SOILS BORE
PROPOSED FIRE HYDRANT

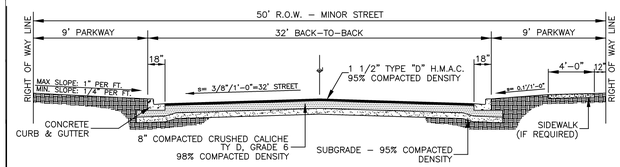
DETALLE TIPICO DE LINEAS DE SERVICIO Y MEDIDORES DE AGUA

LEYENDA
VARILLA ASENTADA
EJE ENCONTRADA
TUBO DE VARILLA ENCONTRADO
VARILLA ENCONTRADO
SERVICIO DOBLE DE AGUA PROPUESTO
SERVICIO INDIVIDUAL DE AGUA PROPUESTO
FOSA SEPTICA
SOILS BORE
BOCAS DE REIGO



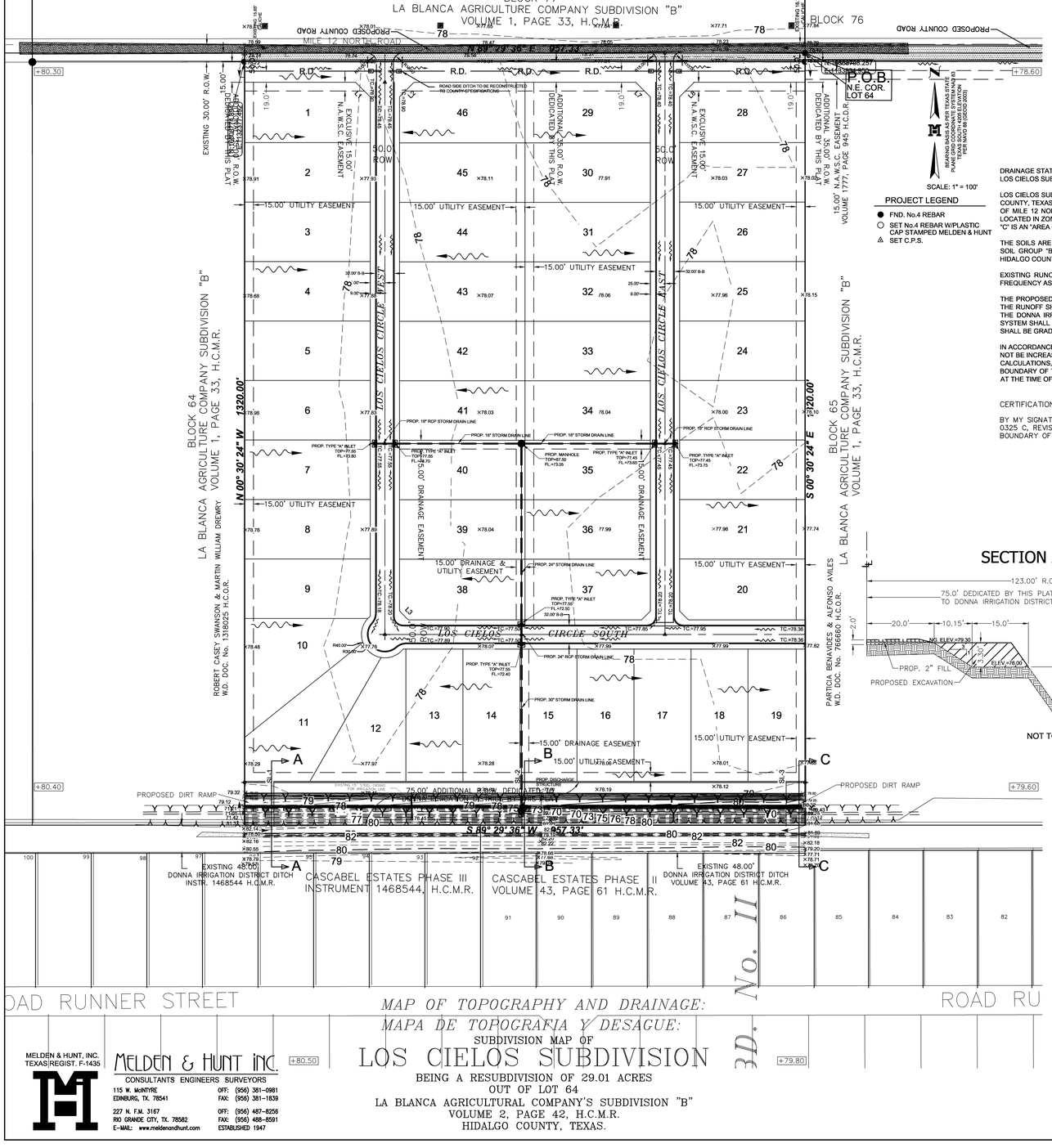






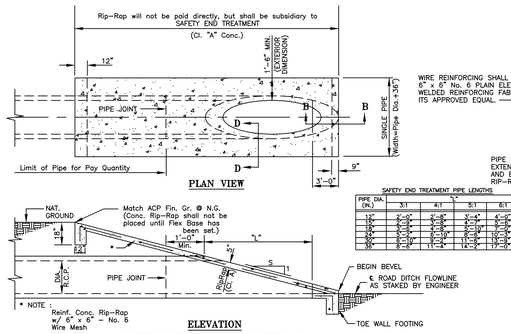
TYPICAL STREET CROSS SECTION

N.T.S.



PROJECT LEGEND

- ● FND. No.4 REBAR
- ○ SET No.4 REBAR W/PLASTIC CAP STAMPED MELDEN & HUNT
- △ SET C.P.S.



SAFETY END TREATMENT – (Type "C") DETAILS

N.T.S.

DRAINAGE STATEMENT
LOS CIELOS SUBDIVISION

LOS CIELOS SUBDIVISION IS A 29.01 ACRES TRACT OF LAND OUT OF BLOCK 64, LA BLANCA AGRICULTURE COMPANY SUBDIVISION "B", HIDALGO COUNTY, TEXAS AS RECORDED IN VOLUME 1, PAGE 33, HIDALGO COUNTY MAP RECORDS. THE PROPERTY IS LOCATED ALONG THE SOUTH SIDE OF MILE 12 NORTH ROAD AND APPROXIMATELY 1320 FEET WEST OF OLD LA BLANCA ROAD. THE PROPERTY IS CURRENTLY OPEN AND IS LOCATED IN ZONE "C" IN FEMA'S FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 480334 0425 C, MAP REVISED NOVEMBER 16, 1982. ZONE "C" IS AN "AREA OF MINIMAL FLOODING".

THE SOILS ARE HIDALGO SANDY CLAY LOAM AND RAYMONDVILLE CLAY LOAM, WHICH ARE IN HYDROLOGIC GROUP "B" & "C" RESPECTIVELY. SOIL GROUP "B" & "C" IS MODERATELY PERVIOUS WITH A RELATIVELY LOW PLASTICITY INDEX. (SEE EXCERPTS FROM "SOIL SURVEY OF HIDALGO COUNTY, TEXAS"). FOR THE PURPOSE OF THIS REPORT, WE WILL USE SOIL TYPE "B", THE MOST COMMON SOIL ON THE SITE.

EXISTING RUNOFF IS BY SURFACE FLOW IN AN EASTERLY DIRECTION AND HAS A RUNOFF OF 7.10 C.F.S. DURING THE 10-YEAR STORM FREQUENCY AS PER THE ATTACHED CALCULATIONS.

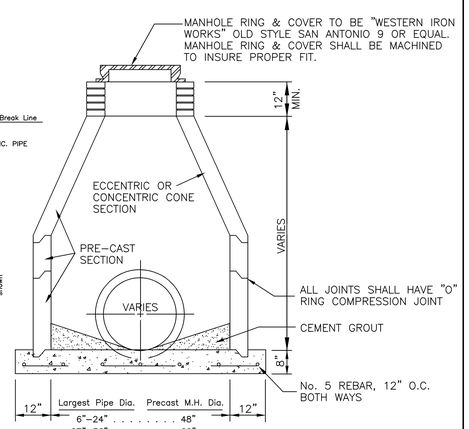
THE PROPOSED DRAINAGE FOR LOS CIELOS SUBDIVISION SHALL CONSIST OF SURFACE RUNOFF FROM THE LOT INTO PROPOSED STREETS. THE RUNOFF SHALL FLOW INTO THE PROPOSED TYPE "A" INLETS, WHICH WILL DRAIN INTO AN EXISTING DONNA IRRIGATION DISTRICT DITCH. THE DONNA IRRIGATION DISTRICT DITCH FLOWS WEST ULTIMATELY DISCHARGING INTO THE DONNA LATERAL. THE PROPOSED DRAINAGE SYSTEM SHALL BE COMPOSED OF 6-TYPE "A" INLET ALONG THE PROPOSED STREET WITH 18" & 24" DRAINAGE PIPE. THE EXISTING ROAD DITCH SHALL BE GRADED TO HAVE POSITIVE FLOW.

IN ACCORDANCE WITH THE CITY OF DONNA AND HIDALGO COUNTY DRAINAGE POLICY, THE PEAK POST CONSTRUCTION RATE OF RUNOFF WILL NOT BE INCREASED DURING THE 10-YEAR RAINFALL EVENT DUE TO THE IMPROVEMENTS IN THIS SUBDIVISION. THEREFORE, AS PER ATTACHED CALCULATIONS, 50,318 CUBIC FEET OF DETENTION WILL BE PROVIDED WITHIN THE WIDENING OF THE EXISTING DITCH ALONG THE SOUTH BOUNDARY OF THIS SUBDIVISION. THE DRAINAGE AND DETENTION PLAN SHALL BE APPROVED BY HIDALGO COUNTY PLANNING DEPARTMENT AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT.

CERTIFICATION:

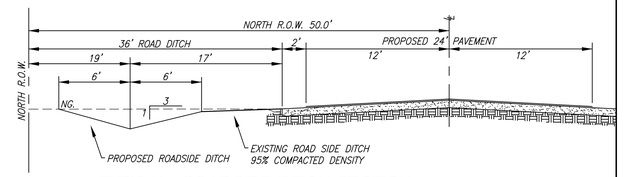
BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100 YEAR FLOOD PLAIN AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0325 C, REVISED NOVEMBER 16, 1982 IS CONTAINED WITHIN THE WIDENING OF THE DRAINAGE DITCH ALONG THE SOUTH BOUNDARY OF THE SUBDIVISION.

FRED L. KURTH, PE # 54151 DATE:

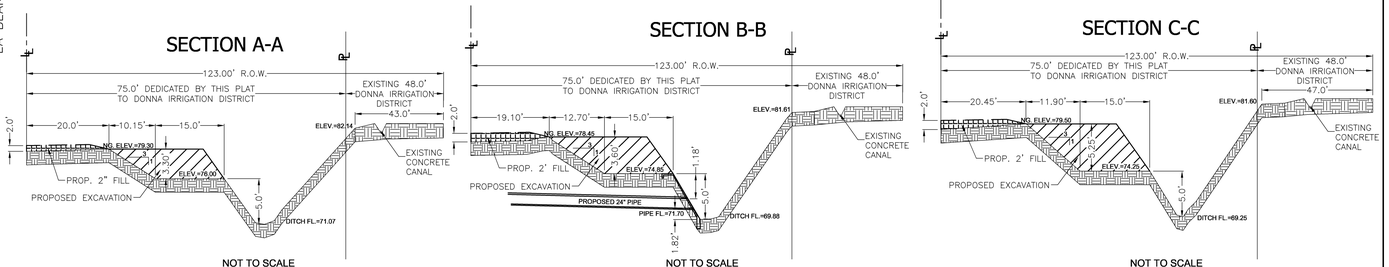


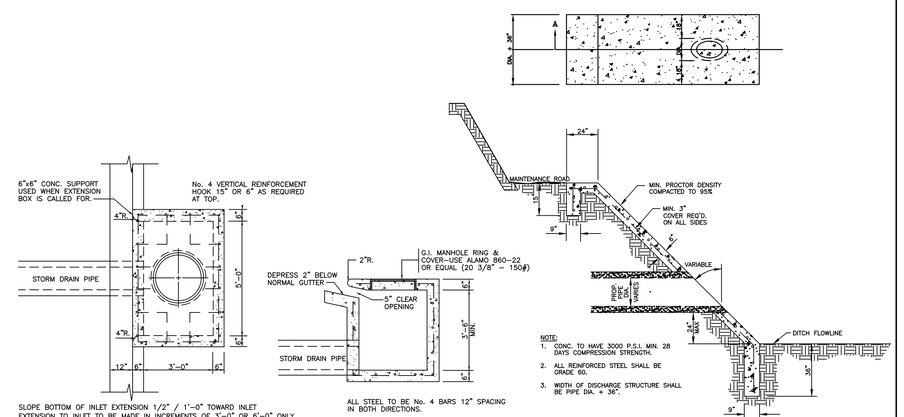
STANDARD STORM SEWER PRE–CAST CONCRETE MANHOLE

N.T.S.



TYPICAL ROADSIDE DITCH SECTION





MAP OF TOPOGRAPHY AND DRAINAGE:
MAPA DE TOPOGRAFIA Y DESAGUE:

SUBDIVISION MAP OF

LOS CIELOS SUBDIVISION

BEING A RESUBDIVISION OF 29.01 ACRES
OUT OF LOT 64
LA BLANCA AGRICULTURAL COMPANY'S SUBDIVISION "B"
VOLUME 2, PAGE 42, H.C.M.R.
HIDALGO COUNTY, TEXAS.

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

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HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING
DATE: 07-22-2014

PROPOSED **SHARYLAND I.S.D. NORTH HIGH SCHOOL** SUBDIVISION, PRECINCT No. **3** .

ENGINEER: **M. GARCIA ENGINEERING** DEVELOPER: **DR. NOE OLIVERA, SCHOOL BOARD PRESIDENT**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: ____☐*SINGLE FAMILY ____☐*MULTI-FAMILY ____☐COMMERCIAL **3** ☒INSTITUTIONAL

LOCATION DESCRIPTION: **West of Shary Rd approx. ¼ mile North of Mile 6 North Rd**

SUBDIVISION LIES WITHIN THE:
☐ *The rural area of the County.*
☐ *ETJ of _____ and was approved administratively by said City.*
☒ *ETJ of* **McAllen** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **12-05-2011** PROPERTY LIES WITHIN FLOOD ZONE: **"X" & "A" & "AE"** AS PER FEMA.

DRAINAGE DESIGN: **Onsite Detention & Storm Drainage System.**

DISTANCE TO A DRAIN DITCH: **South adjacent to Subdivision development.**

ROAD R.O.W. DEDICATION: **30 feet on Shary Rd by this plat.**

H.C.R.O.W. FINAL APPROVED DATE: **01-10-2013** : By, **Victor Gallardo** R.O.W. AGENT

SEWER SYSTEM: ☒SANITARY SEWER BY: McAllen LINE SIZE: 6" LOCATION: Shary Road

WATER SERVICE PROVIDER: **Sharyland Water Supply Corporation** LINE SIZE: **12"** LOCATION: **Shary Rd.**

H.C.O.E.C. APPROVED DATE: **01-11-2013** .: By **Martin Ramirez, Director of Office of Environmental Compliance**

☒**LARGE CONSTRUCTION**

The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: ***January 29, 2013.***

STAFF RECOMMENDS:

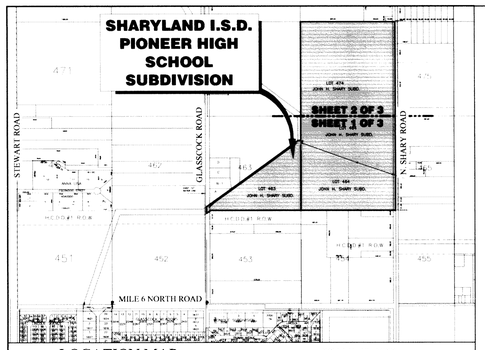
☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **McAllen** .

☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments*

☒ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



LOCATION MAP SCALE: 1"=1000'

PREPARED BY: M. GARCIA ENGINEERING, LLC.
400 NOLANA SUITE N2
MCALLEN, TEXAS 78504
DATE PREPARED: DECEMBER 21, 2012
DATE SURVEYED: AUGUST 17, 2012 PROJECT NO. 09-128

SUBDIVISION PLAT OF
SHARYLAND I.S.D. PIONEER HIGH SCHOOL SUBDIVISION
96.37 ACRES OF LAND OUT OF LOTS 463, 464, 474 JOHN H. SHARY SUBDIVISION HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THERE-OF RECORDED IN VOLUME 1, PAGE 42, MAP RECORDS, HIDALGO COUNTY, TEXAS.

PLAT SHEET 1 OF 3

SHEET 2 OF 3
SHEET 1 OF 3

MATCH LINE

POB
S.E.C. LOT 464
JOHN H. SHARY
SUBD. FOUND NAIL

PLAT OF SHARYLAND I.S.D. PIONEER HIGH SCHOOL SUBDIVISION

96.37 ACRES OF LAND OUT OF LOTS 463, 464, 474 JOHN H. SHARY SUBDIVISION HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 42, MAP RECORDS, HIDALGO COUNTY, TEXAS.

CURVE DATA						
CURVE	LENGTH	RADIUS	TAN	CHORD	CH. BEAR.	DELTA
C1	257.54'	1000.00'	129.49'	256.83'	S 73°-56-9" E	14°-45-22"
C2	236.94'	920.00'	121.72'	236.29'	S 73°-56-9" E	14°-45-22"
C3	262.70'	1020.00'	129.49'	261.97'	N 73°-56-9" W	14°-45-22"
C4	242.09'	940.00'	121.72'	241.42'	N 73°-56-9" W	14°-45-22"
C5	202.44	1060.00'	101.53'	202.13'	S 75°-50-33" E	10°-56-33"
C6	187.16'	980.00'	95.78'	186.88'	N 73°-50-33" E	10°-56-33"
C7	194.80'	1020.00'	95.78'	191.50'	N 75°-50-33" W	10°-56-33"
C8	179.52'	940.00 '	179.52'	179.25'	N 75°-50-33" W	10°-55-33"

STATE OF TEXAS
MARIANO GARCIA
90956
LICENSED PROFESSIONAL ENGINEER
P.E.
05/20/14

N
W MGE E
S
SCALE: 1"=100'

LEGEND
- FOUND 5/8" IRON PIPE
- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD W/A PLASTIC CAP STAMPED "R&A"
- FOUND C.P.S.
- SET SPINDLE

SHEET 1 OF 3

JOB No. 09-128

INDEX TO SHEETS OF SHARYLAND I.S.D. PIONEER HIGH SCHOOL SUBDIVISION

SHEETS 1-3	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS,STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; RIGHT OF WAY CERTIFICATION; HCHD CERTIFICATIONS; REVISION NOTES.

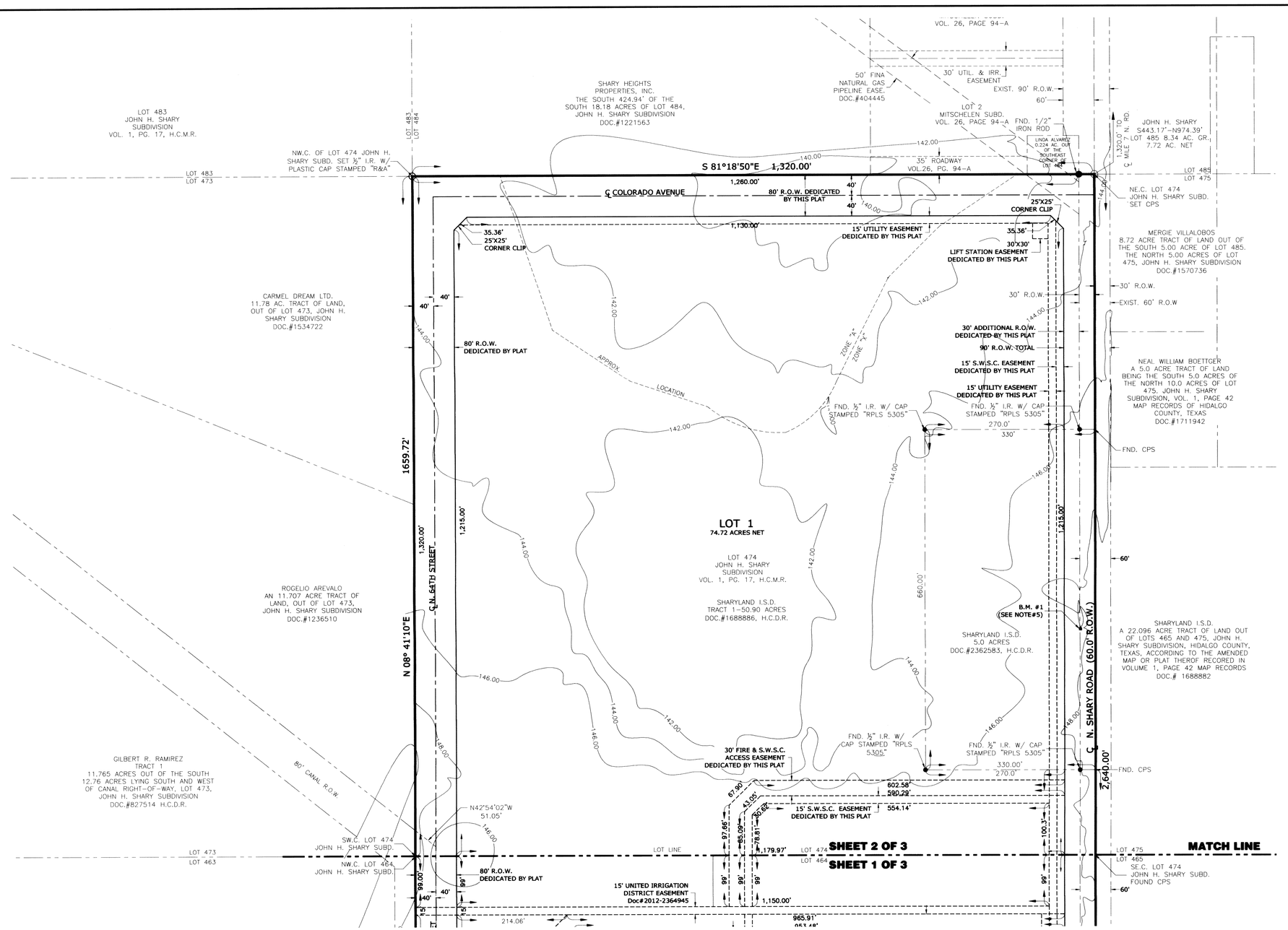
NO. SHEET	REVISION	DATE	APPROVED

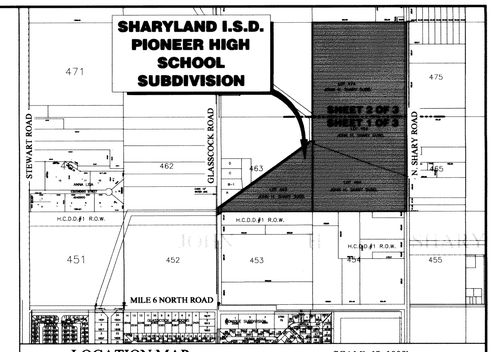
PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY, STATE & ZIP CODE	PHONE	FAX
OWNER:	SHARYLAND INDEPENDENT SCHOOL DISTRICT	1106 N. SHARY ROAD	MISSION, TEXAS 78572	(956) 580-5200	(956) 580-5311
ENGINEER:	MARIANO GARCIA, P.E.	400 NOLANA SUITE N2	MCALLEN, TEXAS 78504	(956) 687-9421	(956) 687-3211
SURVEYOR:	REYNALDO ROBLES, R.P.L.S.	107 W. HUISACHE STREET	WESLACO, TEXAS 78596	(956) 968-2422	(956) 969-2013

MGE
CIVIL ENGINEERING
TBPE FIRM REG. NUMBER F-9828

M GARCIA ENGINEERING, LLC
400 NOLANA STE. N2 McALLEN, TEXAS 78504
PH: 956 687-9421 FX: 956 687-3211
WWW.MGARCIAENGINEERING.COM





LOCATION MAP

SCALE: 1"=1000'

PREPARED BY: M. GARCIA ENGINEERING, LLC.
400 NOLANA SUITE N2
MCALLEN, TEXAS 78504
DATE PREPARED: DECEMBER 21, 2012
DATE SURVEYED: AUGUST 17, 2012
PROJECT NO. 09-128

SUBDIVISION PLAT OF
SHARYLAND I.S.D. PIONEER HIGH SCHOOL SUBDIVISION
96.37 ACRES OF LAND OUT OF LOTS 463, 464, 474 JOHN H. SHARY SUBDIVISION HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 42, MAP RECORDS, HIDALGO COUNTY, TEXAS.

PLAT SHEET 2 OF 3

PLAT
OF
SHARYLAND I.S.D. PIONEER HIGH SCHOOL SUBDIVISION

96.37 ACRES OF LAND OUT OF LOTS 463, 464, 474 JOHN H. SHARY SUBDIVISION
HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN
VOLUME 1, PAGE 42, MAP RECORDS, HIDALGO COUNTY, TEXAS.

N
W E
S
SCALE: 1"=100'

LEGEND
- ◉ FOUND 5/8" IRON PIPE
- ● FOUND 1/2" IRON ROD
- ○ SET 1/2" IRON ROD W/A PLASTIC CAP STAMPED "R&A"
- ▲ FOUND C.P.S.
- ⁂ SET SPINDLE

STATE OF TEXAS
MARIANO GARCIA
90956
LICENSED
PROFESSIONAL ENGINEER
P.E.
05/20/14

SHEET 2 OF 3

JOB No. 09-128

MGE
CIVIL ENGINEERING
TBPE FIRM REG. NUMBER F-9828

M GARCIA ENGINEERING, LLC
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PH: 956 687-9421 FX: 956 687-3211
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INDEX TO SHEETS OF SHARYLAND I.S.D. PIONEER HIGH SCHOOL SUBDIVISION

SHEETS 2-3	HEADING; INDEX; LOCATION MAP AND ET.; PRINCIPAL CONTACTS; PLAT WITH LOTS,STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; RIGHT OF WAY CERTIFICATION; HCHD CERTIFICATIONS; REVISION NOTES.

NO. SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY, STATE & ZIP CODE	PHONE	FAX
OWNER:	SHARYLAND INDEPENDENT SCHOOL DISTRICT	1106 N. SHARY ROAD	MISSION, TEXAS 78572	(956) 580-5200	(956) 580-5311
ENGINEER:	MARIANO GARCIA, P.E.	400 NOLANA SUITE N2	MCALLEN, TEXAS 78504	(956) 687-9421	(956) 687-3211
SURVEYOR:	REYNALDO ROBLES, R.P.L.S.	107 W. HUISACHE STREET	WESLACO, TEXAS 78596	(956) 968-2422	(956) 969-2013

GENERAL PLAT NOTES AND RESTRICTIONS:

1. FLOOD ZONE DESIGNATION: ZONE " X " (NOT SHADED)
AREAS DETERMINED TO BE OUTSIDE A 500-YEAR FLOOD PLAIN:
COMMUNITY PANEL No. 480334 0295 D
EFFECTIVE DATE: JUNE 6, 2000
THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE NOT WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY PANEL NO. 480334 0290 D EFFECTIVE DATE JUNE 6, 2000 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS, AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.

FLOOD ZONE DESIGNATION: ZONE " AE " (NOT SHADED)
AREAS DETERMINED TO BE OUTSIDE A 500-YEAR FLOOD PLAIN:
COMMUNITY PANEL No. 480334 0295 D
EFFECTIVE DATE: JUNE 6, 2000
THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE NOT WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY PANEL NO. 480334 0290 D EFFECTIVE DATE JUNE 6, 2000 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS, AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.

FLOOD ZONE DESIGNATION: ZONE " A " (NOT SHADED)
AREAS DETERMINED TO BE OUTSIDE A 500-YEAR FLOOD PLAIN:
COMMUNITY PANEL No. 480334 0295 D
EFFECTIVE DATE: JUNE 6, 2000
THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE NOT WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY PANEL NO. 480334 0290 D EFFECTIVE DATE JUNE 6, 2000 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS, AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THRU 4127).

2. GENERAL NOTE FOR THIS SUBDIVISION:
THIS SUBDIVISION WILL BE FOR SCHOOL USE ONLY. NON-RESIDENTIAL SUBDIVISION MUST FOLLOW TITLE "A" OF HIDALGO COUNTY SUBDIVISIONS REGULATIONS FORMAT. (THIS SUBDIVISION SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE SUBDIVISION.

3. SETBACK: FRONT – LOTS 1 & 3 ALONG N. SHARY ROAD: 60 FT. OR GREATER FOR APPROVED SITE PLAN OR EASEMENTS
FRONT – LOT 1 ALONG N. 64TH STREET: 40 FT. OR GREATER FOR APPROVED SITE PLAN OR EASEMENTS
FRONT – LOT 2 ALONG N. 66TH LANE: 40 FT. OR GREATER FOR APPROVED SITE PLAN OR EASEMENTS
FRONT – LOT 3 ALONG N. GLASSCOCK ROAD: 40 FT. OR GREATER FOR APPROVED SITE PLAN OR EASEMENTS
REAR – LOT 2: 25 FT. FOR THE EASEMENT OR GREATER FOR APPROVED SITE PLAN OR EASEMENTS
INTERIOR SIDE – LOT 3: 26 FT. FOR THE EASEMENT OR GREATER FOR APPROVED SITE PLAN OR EASEMENTS
CORNER – LOTS 1, 2 & 3 ALONG N. 66TH LANE, WESLEYAN AVENUE AND COLORADO AVENUE: 40 FT. OR GREATER FOR APPROVED SITE PLAN OR EASEMENTS
CORNER – LOTS 1 & 2 ALONG DIAMONDBACK DRIVE: 40 FT. OR GREATER FOR APPROVED SITE PLAN OR EASEMENTS

4. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE TOP OF SHARY ROAD, OR 12" ABOVE NATURAL GROUND WHICHEVER IS GREATER.
AN ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
NO BUILDING SHALL BE CONSTRUCTED IN AREAS WITHIN ZONE "A". ALL STRUCTURES FALLING WITHIN ZONE AH SHALL HAVE A FINISH FLOOR ELEVATION AT OR ABOVE BASE FLOOD ELEVATION (BFE=146.00 ACCORDING TO FEMA FIRMETTE NO. 480334 0295 D DATED ON JUNE 6, 2000)

5. BENCHMARK NOTE:
B.M. No. 1: ELEV. 147.56 THD .38 LOCATED 438 FT. NORTH FROM A CPS FOUND ON THE SOUTHEAST CORNER OF LOT 474 OF JOHN H. SHARY SUBDIVISION ON THE WEST SIDE OF SHARY ROAD.

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, CITY OF McALLEN AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 317,058 CUBIC-FEET (7.279 ACRE-FEET) OF STORM WATER RUNOFF. AN ENGINEERED DRAINAGE DETENTION PLAN APPROVED BY THE ENGINEERING DEPARTMENT IS REQUIRED PRIOR TO ISSUANCE OF A BUILDING PERMIT.
DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SECOND SHEET FOR DRAINAGE DETENTION.

7. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9. ALL PUBLIC UTILITY EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS, THE PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

10. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND SANITARY SEWER PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

11. CLEARANCE FOR WATER METERS:
AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A SCHOOL PRIOR TO RECEIVING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).

12. DRIVEWAY ENTRANCES AND SAFETY END TREATMENTS WILL BE CONSTRUCTED AT BUILDING PERMIT STAGE.

13. CITY OF McALLEN PERMITS FOR UTILITY AND DRIVEWAY ARE REQUIRED FOR THIS SUBDIVISION LOT PRIOR TO CONSTRUCTION OF DRIVEWAY ACCESS ON TO SHARY ROAD AND THE ISSUANCE OF THE BUILDING PERMIT FROM THE HIDALGO COUNTY PLANNING DEPARTMENT.

14. ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO UNITED IRRIGATION DISTRICT, AND THE DISTRICT ALLOWS NO OTHER UTILITIES OR USE WITHOUT EXPRESSED APPROVAL.

15. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY UNITED IRRIGATION DISTRICT EASEMENT OR RIGHT-OF-WAY WITH LINES, POLES, OPEN DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM THE UNITED IRRIGATION DISTRICT.

16. NO PERMANENT STRUCTURE, (EXAMPLE, FENCES, OR DRIVEWAYS OF ANY CONSTRUCTION) WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY UNITED IRRIGATION DISTRICT EASEMENT OR RIGHT-OF-WAY WITHOUT WRITTEN APPROVAL BY THE UNITED IRRIGATION DISTRICT. ANY UNAUTHORIZED STRUCTURE IN THE EASEMENT AREA IS SUBJECT TO REMOVAL.

17. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CONNECT TO ANY DISTRICT FACILITY WITHOUT FIRST OBTAINING A PERMIT FROM THE UNITED IRRIGATION DISTRICT. ANY CONNECTION NOT AUTHORIZED BY THE DISTRICT IS SUBJECT TO REMOVAL.

18. A 5 FOOT WIDE SIDEWALK IS REQUIRED ON N. SHARY ROAD, AND 4 FOOT SIDEWALK ON N. GLASSCOCK ROAD AND ON BOTH SIDES OF DIAMOND BACK DRIVE.

19. A 6 FOOT OPAQUE BUFFER IS REQUIRED FROM ADJACENT/BETWEEN MULTI-FAMILY RESIDENTIAL AND COMMERCIAL, OR INDUSTRIAL ZONES/USES.

20. AN 8 FOOT MASONRY WALL IS REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND COMMERCIAL, INDUSTRIAL, OR MULTI-FAMILY RESIDENTIAL ZONES/USES.

21. SITEPLAN MUST BE APPROVED BY THE PLANNING & ZONING COMMISSION PRIOR TO BUILDING PERMIT ISSUANCE.

22. ROADWAY:

A. CONSTRUCTION: IN THE EVENT THAT THE CITY OF MCALLEN DECIDES TO CONSTRUCT A ROADWAY IN THE EIGHTY (80') ROAD RIGHT-OF-WAY DEDICATED BY THIS PLAT ALONG THE NORTH PROPERTY LINE AND THE WEST PROPERTY (THE "NORTH-WEST ROAD RIGHT-OF-WAY", THEN THE COST OF CONSTRUCTION OF SUCH ROADWAY SHALL BE SHARED.

B. REVERSION: THE CITY OF MCALLEN AGREES THAT IN THE EVENT A ROADWAY IS NOT CONSTRUCTED OVER AND ACROSS THE NORTH-WEST ROAD RIGHT-OF-WAY WITHIN TWENTY (20) YEARS AFTER THE DATE OF THE FINAL RECORDING OF THIS SUBDIVISION PLAT, THAT OWNERSHIP OF ANY UNUSED PORTION OF THE NORTH-WEST ROAD RIGHT-OF-WAY WILL REVERT BACK TO THE THEN OWNER OF THE PROPERTY.

THE STATE OF TEXAS
COUNTY OF HIDALGO
I (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE SHARYLAND I.S.D. PIONEER HIGH SCHOOL SUBDIVISION TO THE CITY OF MCALLEN, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, WATER LINES, SEWER LINES, STORM SEWERS, FIRE HYDRANTS AND PUBLIC PLACES WHICH ARE INSTALLED OR WHICH I (WE) WILL CAUSE TO BE INSTALLED THEREON, SHOWN OR NOT SHOWN, IF REQUIRED OTHERWISE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF MCALLEN, ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED, EITHER ON THE PLAT HEREOF OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE CITY OF MCALLEN.

FERNANDO RAMIREZ
S.I.S.D. SCHOOL BOARD PRESIDENT

NOTARY PUBLIC'S CERTIFICATION
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED FERNANDO RAMIREZ, S.I.S.D. SCHOOL BOARD PRESIDENT KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 1st DAY OF May, 2014.

NOTARY PUBLIC

SELINDA ANZALDUA
Notary Public, State of Texas
My Commission Expires
April 18, 2016

STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, MAYOR OF THE CITY OF McALLEN, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR CITY OF McALLEN — ATTEST: CITY CLERK

DATE:

I, THE UNDERSIGNED CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF McALLEN, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISIONS REGULATIONS OF THE CITY OF McALLEN WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN PLANNING AND ZONING COMMISSION

DATE:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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 TEXAS WATER CODE 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURE 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 DRAINAGE DISTRICT NO. 1

BY: _____ DATE

CERTIFICATION OF PLAT APPROVAL
HIDALGO COUNTY
UNITED IRRIGATION DISTRICT

THIS PLAT IS HEREBY APPROVED BY UNITED IRRIGATION DISTRICT SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID SUBDIVISION IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENTS FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO INSTALL AND MAINTAIN SUCH NECESSARY FACILITIES.

DATED THIS THE 29th DAY OF May, 2014.

PRESIDENT

SECRETARY

INDEX OF SHEETS FOR:
SHARYLAND I.S.D. PIONEER HIGH SCHOOL SUBDIVISION:

SHEET 1) HEADING, INDEX, LOCATION MAP, ENGINEERS CERTIFICATION, SURVEYORS STATEMENT, OWNERS DEDICATION, CERTIFICATION AND ATTESTATION, CITY APPROVAL CERTIFICATION, HIDALGO COUNTY RIGHT OF WAY DIRECTORS CERTIFICATION, DRAINAGE DISTRICT NO. 1 CERTIFICATION, UNITED IRRIGATION DISTRICT APPROVAL AND PRINCIPAL CONTACTS.

SHEET 2) HEADING, LEGAL DESCRIPTION, PLAT WITH LOT AND EASEMENT DESIGNATION, SURVEYOR'S STATEMENT, ENGINEERS CERTIFICATION, PLAT NOTES AND RESTRICTIONS, VICINITY MAP AND DESCRIPTION OF LOCATION OF PROPERTY WITH RESPECT TO A MUNICIPALITY AND REVISION NOTES.

SURVEYOR'S STATEMENT:

I, REYNALDO ROBLES, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE SHARYLAND I.S.D. PIONEER HIGH SCHOOL SUBDIVISION WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

REYNALDO ROBLES - R.P.L.S No. 4032 — DATE
107 W. HUISACHE ST.
P.O. BOX 476
WESLACO, TX. 78596

ENGINEER'S STATEMENT:

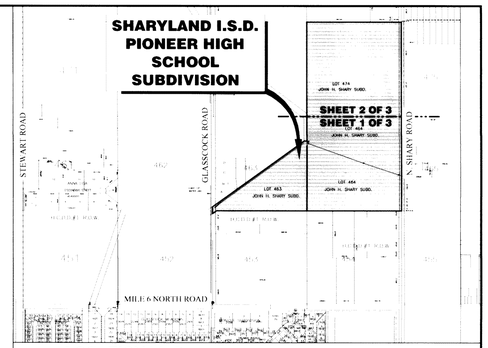
I, MARIANO GARCIA, A REGISTERED AND PROFESSIONAL ENGINEER LICENSED IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION.

STATE OF TEXAS · MARIANO GARCIA · 90956 · LICENSED PROFESSIONAL ENGINEER

MARIANO GARCIA, P.E.
REG. LICENSED ENGINEER No. 90956
05/20/14
DATE

COUNTY CLERK'S RECORDING CERTIFICATE
STATE OF TEXAS
COUNTY OF HIDALGO

I, _____, COUNTY CLERK OF HIDALGO, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK _____, ON _____, 2014, AND WAS RECORDED IN VOL. _____, PAGE _____ OF THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK _____ ON _____, 2014.



LOCATION MAP — SCALE: 1"=1000'

PREPARED BY: M. GARCIA ENGINEERING, LLC.
400 NOLANA SUITE N2
MCALLEN, TEXAS 78504
DATE PREPARED: DECEMBER 21, 2012
DATE SURVEYED: AUGUST 17, 2012 — PROJECT NO. 09-128

SUBDIVISION PLAT OF
SHARYLAND I.S.D. PIONEER HIGH SCHOOL SUBDIVISION
96.37 ACRES OF LAND OUT OF LOTS 463, 464, 474 JOHN H. SHARY SUBDIVISION HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 42, MAP RECORDS, HIDALGO COUNTY, TEXAS.

PLAT SHEET 3 OF 3

LOCATION OF SUBDIVISION WITH RESPECT TO EXTRATERRITORIAL JURISDICTION TO A MUNICIPALITY:

SHARYLAND I.S.D. PIONEER HIGH SCHOOL SUBDIVISION IS LOCATED IN HIDALGO COUNTY ON THE WEST SIDE OF N. SHARY ROAD APPROXIMATELY 1294.39 FEET NORTH OF THE INTERSECTION OF MILE 6 AND N. SHARY ROAD. THE NEAREST MUNICIPALITY IS THE CITY OF McALLEN, ACCORDING TO THE McALLEN ETJ MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF McALLEN (POPULATION 129,877). JOHN H. SHARY SUBDIVISIONS NOT CONTIGUOUS WITH THE CITY LIMITS AND IS LOCATED WITHIN McALLEN'S 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE 42.021 IN HIDALGO COUNTY, PRECINCT No.3

METES AND BOUNDS:
DESCRIPTION OF 96.37 ACRES OF LAND

BEING 96.37 ACRES OF LAND OUT OF LOTS 463, 464, 474 JOHN H. SHARY SUBDIVISION HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 42, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND SAID 96.37 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A NAIL FOUND FOR THE SOUTHEAST CORNER OF SAID LOT 464 AND THE SOUTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, NORTH 81°18'50" WEST, WITH THE SOUTH LINE OF SAID LOT 464, AT A DISTANCE OF 30.00 FEET PASS THE WEST RIGHT OF WAY LINE OF SHARY ROAD (F.M. 492), AT A DISTANCE OF 1,320.00 FEET PASS A ½-INCH IRON ROD FOUND FOR THE COMMON CORNER OF SAID LOTS 463 AND 464, AND CONTINUING WITH THE SOUTH LINE OF SAID LOT 463 FOR A TOTAL DISTANCE OF 2584.85 FEET TO A ½-INCH IRON ROD FOUND FOR CORNER;

THENCE, SOUTH 62°57'14" WEST, AT A DISTANCE OF 43.54 FEET PASS A ½-INCH IRON ROD FOUND FOR REFERENCE ON THE EAST RIGHT OF WAY LINE OF GLASSCOCK ROAD AND CONTINUING FOR A TOTAL DISTANCE OF 67.94 FEET TO A POINT FOR THE SOUTWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, NORTH 08°41'10" EAST, 98.55 FEET, WITH THE CENTERLINE OF SAID GLASSCOCK ROAD TO A POINT FOR CORNER;

THENCE, NORTH 62°57'10" EAST, 24.64' FEET TO A ½-INCH IRON ROD WITH A PLASTIC CAP STAMPED "R&A" SET FOR CORNER ON THE EAST RIGHT OF WAY LINE OF SAID GLASSCOCK ROAD;

THENCE, NORTH 08°41'10" EAST, 132.09 FEET, WITH THE EAST RIGHT OF WAY LINE OF SAID GLASSCOCK ROAD TO A ½-INCH IRON WITH A PLASTIC CAP STAMPED "R&A" SET FOR CORNER;

THENCE, SOUTH 36°18'50" EAST, 35.36 FEET TO A ½-INCH IRON ROD WITH A PLASTIC CAP STAMPED "R&A" SET FOR CORNER;

THENCE, SOUTH 81°18'50" EAST, 123.84 FEET TO A ½-INCH IRON ROD WITH A PLASTIC CAP STAMPED "R&A" SET FOR CORNER;

THENCE, NORTH 62°57'10" EAST, 1368.85 FEET, WITH THE NORTH LINE OF AN 80 FEET WIDE CANAL RIGHT OF WAY TO A ½-INCH IRON ROD WITH A PLASTIC CAP STAMPED "R&A" SET FOR CORNER;

THENCE, SOUTH 82°01'59" EAST, 40.00 FEET TO A ½-INCH IRON ROD WITH A PLASTIC CAP STAMPED "R&A" SET FOR CORNER;

THENCE, NORTH 08°41'10" EAST, 1659.72 FEET TO A ½-INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID LOT 474 AND THE NORTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, SOUTH 81°18'50" EAST, WITH THE NORTH LINE OF SAID LOT 474, AT A DISTANCE OF 1290.00 FEET PASS A ½-IRON ROD FOUND FOR REFERENCE ON THE WEST RIGHT OF WAY LINE OF SAID SHARY ROAD AND CONTINUING FOR A TOTAL DISTANCE OF 1,320.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHEAST CORNER OF SAID LOT 474 AND THE NORTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, SOUTH 08°41'10" WEST, 2640.00 FEET, WITH THE EAST LINE OF SAID LOTS 464 AND 474, AND WITH THE CENTERLINE OF SAID SHARY ROAD TO THE POINT OF BEGINNING AND CONTAINING 96.37 ACRES OF LAND MORE OR LESS.

STATE OF TEXAS · MARIANO GARCIA · 90956 · LICENSED PROFESSIONAL ENGINEER

P.E.
05/20/14

INDEX TO SHEETS OF SHARYLAND I.S.D. PIONEER HIGH SCHOOL SUBDIVISION	
SHEETS 3-3	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS,STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; RIGHT OF WAY CERTIFICATION; HCHD CERTIFICATIONS; REVISION NOTES.

NO. SHEET	REVISION	DATE	APPROVED

PLAT OF SHARYLAND I.S.D. PIONEER HIGH SCHOOL SUBDIVISION

96.37 ACRES OF LAND OUT OF LOTS 463, 464, 474 JOHN H. SHARY SUBDIVISION HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 42, MAP RECORDS, HIDALGO COUNTY, TEXAS.

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY, STATE & ZIP CODE	PHONE	FAX
OWNER:	SHARYLAND INDEPENDENT SCHOOL DISTRICT	1106 N. SHARY ROAD	MISSION, TEXAS 78572	(956) 580-5200	(956) 580-5311
ENGINEER:	MARIANO GARCIA, P.E.	400 NOLANA SUITE N2	MCALLEN, TEXAS 78504	(956) 687-9421	(956) 687-3211
SURVEYOR:	REYNALDO ROBLES, R.P.L.S.	107 W. HUISACHE STREET	WESLACO, TEXAS 78596	(956) 968-2422	(956) 969-2013

PREPARED BY: M. GARCIA ENGINEERING, LLC.
400 NOLANA SUITE N2
MCALLEN, TEXAS 78504
DATE PREPARED: DECEMBER 21, 2012
DATE SURVEYED: AUGUST 17, 2012 — PROJECT NO. 09-128

PLAT SHEET 3 OF 3

MGE
M GARCIA ENGINEERING, LLC
400 NOLANA STE. N2 McALLEN, TEXAS 78504
CIVIL ENGINEERING
TBPE FIRM REG. NUMBER F-9828
PH: 956 687-9421 FX: 956 687-3211
WWW.MGARCIAENGINEERING.COM

M.GARCIA ENGINEERING
MGE
CIVIL ENGINEERING
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McALLEN, TEXAS 78504
PH: 956 687-9421 FX: 956 687-3211
WWW.MGARCIAENGINEERING.COM
TBPE FIRM REG. NUMBER F-9828

STATE OF TEXAS
MARIANO GARCIA
90956
REGISTERED PROFESSIONAL ENGINEER
02/12/13

No.	REVISIONS	BY
1	1-11-13	MGG
2	1-23-13	VR
3	2-12-13	VR

GOMEZ MENDEZ SAENZ INC.
architects
planners
interior designers
1150 paredes line rd.
brownsville
texas 78526
(956) 546-0110
fax (956) 546-0196

SHARYLAND INDEPENDENT SCHOOL DISTRICT
PIONEER HIGH SCHOOL

TEXAS
McALLEN

STATION 13+00 DIAMOND BACK DRIVE

S 82°01'59"E
80.0'

25' UNITED IRRIGATION EASEMENT

CONC. CANAL

1576.85'

N 62°57'10"E

1397.75'

UNITED IRRIGATION DISTRICT CANAL R.O.W.

N 62°57'10"E

GILBERT R. RAMIREZ
DOC.# 737274
H.C.D.R.

ROGELIO & FREDA RANGEL
DOC.# 1092037
H.C.D.R.

SULEMA DE LEON SANCHEZ
VOL.1823, PG.921
H.C.D.R.

SULEMA DE LEON SANCHEZ
DOC. #1759998
H.C.D.R.

JOSEFA DE LEON
Vol. 3148, Pg. 550,
H.C.D.R.

Noelia Maldonado
Vol. 1823, Pg. 912,
H.C.D.R.

RICARDO RODRIGUEZ
DOC.#1730857

LOT 472
JOHN H. SHARY SUBDIVISION
VOL. 1, PG. 17, H.C.M.R.

LOT 452
JOHN H. SHARY SUBDIVISION
VOL. 1, PG. 17, H.C.M.R.

TRACT 3 13.41 AC.
LOT 463
JOHN H. SHARY SUBDIVISION
VOL. 1, PG. 17, H.C.M.R.

GUADALUPE GONZALEZ
VOL. 3095, PG. 885, H.C.D.R..

MICHAEL MARTIN LEONARD
DOC. # 1574164, H.C.D.R.

HIDALGO COUNTY DRAINAGE DISTRICT #1
VOL. 2970, PG.183

HIDALGO COUNTY DRAINAGE DISTRICT #1
VOL.2901, PG.152

HIDALGO COUNTY DRAINAGE DISTRICT #1
VOL.2901, PG.152

26' MVE CO. ESMT.
DOC.#366953

C/L N. Glasscock Rd.

APPROX. LOCATION EXIST. CALICHE DRIVE

EXIST. CALICHE DRIVE

EXIST. CALICHE SHOULDER

EXISTING LATERAL & STUB-OUT LOCATION

EXISTING LATERAL & STUB-OUT LOCATION

20'-00"
18'-00"
12'-00"

NEW 48" Ø SAN. SEWER M.H. TOP=149.75 FL=145.00

NEW 6" SAN. SWR. SRVC. CONN. (10 L.F.)

PROP. 8" SANITARY SEWER PVC @ 0.33% MIN (200 L.F.)

NEW 48" Ø SAN. SEWER M.H. TOP=150.25 FL=144.34

NEW 6" SAN. SEWER SERVICE CONN. TIE IN AT FL=143.13

NEW FIRE HYDRANT ASSEMBLY (BY OTHERS)

PROP. 8" SANITARY SEWER PVC @ 0.33% MIN (500 L.F.)

NEW 48" Ø SAN. SEWER M.H. TOP=148.25 FL=142.70

PROP. 8" SANITARY SEWER PVC @ 0.33% MIN (500 L.F.)

CONNECT TO WATER METER INSTALL 1-1/2" B.F.P.

C/L Diamond Back Drive
(63.0' B-B)

80.0' RIGHT OF WAY

PROP. 8" SANITARY SEWER PVC @ 0.33% MIN (87 L.F.)

PROP. 8" PLUG

8" SS
12" WL
1+00
2+00
3+00
4+00
5+00
6+00
7+00
8+00
9+00
10+00
11+00
12+00

GRATE INLET TOP=137. 84

CONC. RIP-RAP 18" R. C. P. FL=129. 73

DRAIN DITCH

ZONE "X"
ZONE "AE"

NOTES:
1. REFER TO PLUMBING PLANS FOR CONTINUATION
2. PROPOSED CLEANOUT
3. PROPOSED CLEANOUT W/ METAL COVER CASING

N
W MGE E
S

On-Site Utility Layout

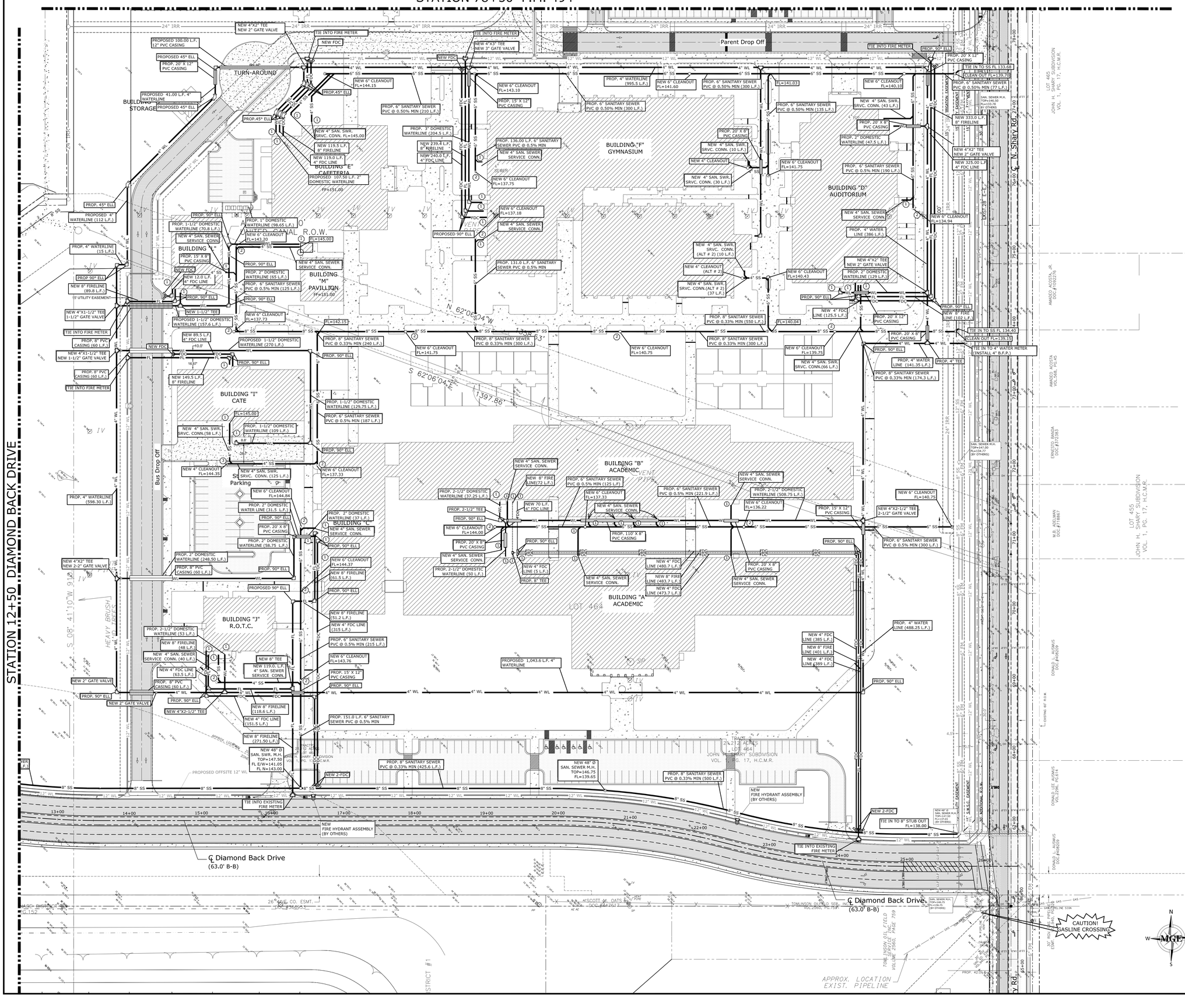
SCALE: 1"=50'

© Copyright 2013
Gomez Mendez Saenz Inc.
Architects-Planners
Interior Designers

Date: February 12, 2013
Scale: As Noted
Civil Engineer: Mariano Garcia
Drawn By: M.G.G.
Job No. 09-128
Sheet: C5.0

STATION 78+50 F.M. 494

STATION 12+50 DIAMOND BACK DRIVE


Parent Drop Off
BUILDING "F" GYMNASIUM
BUILDING "D" AUDITORIUM
BUILDING "E" CAFETERIA
BUILDING "M" PAVILION
BUILDING "I" CATE
BUILDING "B" ACADEMIC
BUILDING "A" ACADEMIC
BUILDING "C"
BUILDING "J" R.O.T.C.
BUILDING STORAGE
TURN-AROUND
Bus Drop Off
Parking
N. Shary Rd.
Diamond Back Drive
LOT 464
LOT 465
JOHN H. SHARY SUBDIVISION VOL. 1, PG. 17, H.C.M.R.
2.212 ACRES
SCOTT M. OATS ET AL DOC.#442647
TOMLINSON OIL FIELD SERVICE, INC. VOLUME 2560, PAGE 759
APPROX. LOCATION EXIST. PIPELINE
26' MVE CO. ESMT. DOC.#360653
HEAVY BRUSH & TREES
PROPOSED OFFSITE 12" WL
S 62°06'04" W 1397.86'
N 62°06'04" W 1397.83'
S 08° 41'10" W 91.9'
NEW 4"X2" TEE
NEW 2" GATE VALVE
TIE INTO FIRE METER
NEW FDC
PROPOSED 100.00 L.F. 12" PVC CASING
PROPOSED 45° ELL
PROP. 20' X 12' PVC CASING
PROPOSED 41.00 L.F. 4" WATERLINE
PROP.45° ELL
NEW 4" SAN. SWR. SRVC. CONN. FL=145.00
NEW 119.5 L.F. 8" FIRELINE
NEW 119.0 L.F. 4" FDC LINE
PROPOSED 107.50 L.F. 2" DOMESTIC WATERLINE
FF=151.00
PROP. 45° ELL
PROPOSED 4" WATERLINE (112 L.F.)
PROP. 90° ELL
PROP. 1-1/2" DOMESTIC WATERLINE (70.8 L.F.)
NEW 4" SAN. SEWER SERVICE CONN.
NEW 6" CLEANOUT FL=143.20
PROP. 4" WATERLINE (15 L.F.)
PROP. 15' X 8" PVC CASING
NEW FDC
PROP. 90° ELL
NEW 8" FIRELINE (89.8 L.F.)
5' UTILITY EASEMENT
NEW 4"X1-1/2" TEE
1-1/2" GATE VALVE
TIE INTO FIRE METER
PROP. 8" PVC CASING (60 L.F.)
NEW 4"X1-1/2" TEE
NEW 1-1/2" GATE VALVE
PROP. 8" PVC CASING (60 L.F.)
TIE INTO FIRE METER
NEW 149.5 L.F. 8" FIRELINE
NEW 12.0 L.F. 4" FDC LINE
PROP. 1-1/2" DOMESTIC WATERLINE (157.6 L.F.)
NEW 1-1/2" TEE
NEW 6" CLEANOUT FL=137.73
NEW 89.5 L.F. 4" FDC LINE
PROPOSED 1-1/2" DOMESTIC WATERLINE (270 L.F.)
PROP. 8" SANITARY SEWER PVC @ 0.33% MIN (240 L.F.)
PROP. 1-1/2" DOMESTIC WATERLINE (129.75 L.F.)
PROP. 6" SANITARY SEWER PVC @ 0.5% MIN (187 L.F.)
PROP. 1-1/2" DOMESTIC WATERLINE (109 L.F.)
NEW 4" SAN. SWR. SRVC. CONN.(58 L.F.)
NEW 4" CLEANOUT FL=144.35
NEW 4" SAN. SWR. SRVC. CONN. (125 L.F.)
NEW 6" CLEANOUT FL=137.33
NEW 6" CLEANOUT FL=144.84
PROP. 4" WATERLINE (598.30 L.F.)
PROP. 2" DOMESTIC WATER LINE (31.5 L.F.)
PROP. 20' X 8" PVC CASING
PROP. 2" DOMESTIC WATERLINE (58.75 L.F.)
PROP. 2" DOMESTIC WATERLINE (248.50 L.F.)
PROP. 8" PVC CASING (60 L.F.)
NEW 4"X2" TEE
NEW 2-2" GATE VALVE
PROP. 2" DOMESTIC WATERLINE (37 L.F.)
NEW 4" SAN. SEWER SERVICE CONN.
NEW 6" CLEANOUT FL=144.37
NEW 8" FIRELINE (61.5 L.F.)
PROPOSED 90° ELL
NEW 8" FIRELINE (51.2 L.F.)
NEW 4" FDC LINE (315 L.F.)
PROP. 2-1/2" DOMESTIC WATERLINE (53 L.F.)
NEW 8" FIRELINE (48 L.F.)
NEW 4" SAN. SEWER SERVICE CONN. (40 L.F.)
NEW 4" FDC LINE (63.5 L.F.)
PROP. 8" PVC CASING (60 L.F.)
NEW 2" GATE VALVE
NEW 4"X2-1/2" TEE
PROP. 6" SANITARY SEWER PVC @ 0.5% MIN (215 L.F.)
NEW 6" CLEANOUT FL=143.76
PROP. 15' X 12' PVC CASING
NEW 119.0 L.F. 4" SAN. SEWER SERVICE CONN.
NEW 8" FIRELINE (118.6 L.F.)
NEW 4" FDC LINE (151.5 L.F.)
NEW 8" FIRELINE (271.50 L.F.)
NEW 48" Ø SAN. SWR. M.H. TOP=147.50 FL E/W=141.05 FL N=143.00
PROP. 151.0 L.F. 6" SANITARY SEWER PVC @ 0.5% MIN
NEW 2-FDC
TIE INTO EXISTING FIRE METER
NEW FIRE HYDRANT ASSEMBLY (BY OTHERS)
PROP. 8" SANITARY SEWER PVC @ 0.33% MIN (425.6 L.F.)
PROP. 2-1/2" DOMESTIC WATERLINE (37.25 L.F.)
PROP. 2-1/2" TEE
PROP. 90° ELL
NEW 6" CLEANOUT FL=144.00
PROP. 20' X 8" PVC CASING
NEW 4" SAN. SEWER SERVICE CONN.
PROP. 2-1/2" DOMESTIC WATERLINE (50 L.F.)
NEW 8" FIRE LINE(72 L.F.)
NEW 70 L.F. 4" FDC LINE
NEW 4" SAN. SEWER SERVICE CONN.
PROP. 6" SANITARY SEWER PVC @ 0.5% MIN (125 L.F.)
PROP. 6" SANITARY SEWER PVC @ 0.5% MIN (221.9 L.F.)
NEW 6" CLEANOUT FL=137.33
PROP. 110' X 8" PVC CASING
NEW 4" FDC LINE (5 L.F.)
PROP. 8" TEE
NEW 4" SAN. SEWER SERVICE CONN.
NEW 4" FDC LINE (480.7 L.F.)
NEW 8" FIRE LINE (483.7 L.F.)
NEW 4" FDC LINE (473.7 L.F.)
PROP. 2-1/2" DOMESTIC WATERLINE (508.75 L.F.)
NEW 6" CLEANOUT FL=136.22
PROP. 15' X 12' PVC CASING
NEW 4" SAN. SEWER SERVICE CONN.
PROP. 20' X 8" PVC CASING
PROP. 6" SANITARY SEWER PVC @ 0.5% MIN (300 L.F.)
PROP. 1,043.6 L.F. 4" WATERLINE
PROP. 8" SANITARY SEWER PVC @ 0.33% MIN (500 L.F.)
NEW 48" Ø SAN. SEWER M.H. TOP=146.75 FL=139.65
NEW FIRE HYDRANT ASSEMBLY (BY OTHERS)
NEW 2-FDC
TIE IN TO 8" STUB OUT FL=138.00
TIE INTO EXISTING FIRE METER
NEW 48" Ø SAN. SEWER M.H. TOP=147.50 FL=137.65 (BY OTHERS)
SAN. SEWER M.H. TOP=146.75 FL=136.75 (BY OTHERS)
CAUTION! GASLINE CROSSING
PROP. 6" SANITARY SEWER PVC @ 0.5% MIN (190 L.F.)
NEW 4" SAN. SWR. SRVC. CONN. (43 L.F.)
PROP. 20' X 8" PVC CASING
PROP. 2" DOMESTIC WATERLINE (47.5 L.F.)
NEW 4"X2" TEE
NEW 2" GATE VALVE
NEW 325.00 L.F. 4" FDC LINE
NEW 333.0 L.F. 8" FIRELINE
NEW 6" CLEANOUT FL=140.10
NEW 6" CLEANOUT FL=134.94
PROP. 4" WATER LINE (386 L.F.)
NEW 4" SAN. SEWER SERVICE CONN.
NEW 4" SAN. SWR. SRVC. CONN. (ALT # 2) (10 L.F.)
NEW 4" CLEANOUT (ALT # 2)
NEW 4" SAN. SWR. SRVC. CONN.(ALT # 2) (37 L.F.)
NEW 6" CLEANOUT FL=140.43
NEW 4"X2" TEE
NEW 2" GATE VALVE
PROP. 2" DOMESTIC WATERLINE (129 L.F.)
NEW 4" FDC LINE (125.5 L.F.)
NEW 4" SAN. SWR. SRVC. CONN.(66 L.F.)
PROP. 20' X 12" PVC CASING
PROP. 20' X 8" PVC CASING
NEW 4" FDC LINE (102 L.F.)
PROP. 4" WATER LINE (141.35 L.F.)
PROP. 4" TEE
TIE IN TO 4" WATER METER (INSTALL 4" B.F.P.)
PROP. 6" SANITARY SEWER PVC @ 0.5% MIN (300 L.F.)
NEW 6" CLEANOUT FL=140.75
NEW 4" FDC LINE (385 L.F.)
NEW 8" FIRE LINE (401 L.F.)
NEW 4" FDC LINE (389 L.F.)
PROP. 4" WATER LINE (488.25 L.F.)
PROP. 90° ELL
PROP. 8" SANITARY SEWER PVC @ 0.33% MIN (550 L.F.)
PROP. 8" SANITARY SEWER PVC @ 0.33% MIN (300 L.F.)
PROP. 8" SANITARY SEWER PVC @ 0.33% MIN (174.3 L.F.)
PROP. 8" SANITARY SEWER PVC @ 0.33% MIN (300 L.F.)
PROP. 8" SANITARY SEWER PVC @ 0.33% MIN (500 L.F.)
NEW 6" CLEANOUT FL=140.75
NEW 6" CLEANOUT FL=140.60
NEW 6" CLEANOUT FL=140.04
NEW 6" CLEANOUT FL=139.75
NEW 6" CLEANOUT FL=141.75
NEW 6" CLEANOUT FL=141.60
PROP. 6" SANITARY SEWER PVC @ 0.50% MIN (300 L.F.)
PROP. 6" SANITARY SEWER PVC @ 0.50% MIN (135 L.F.)
PROP. 6" SANITARY SEWER PVC @ 0.50% MIN (300 L.F.)
PROP. 4" WATERLINE (995.5 L.F.)
PROP. 6" SANITARY SEWER PVC @ 0.50% MIN (210 L.F.)
PROP. 3" DOMESTIC WATERLINE (204.5 L.F.)
NEW 239.4 L.F. 8" FIRELINE
NEW 240.0 L.F. 4" FDC LINE
PROP. 136.00 L.F. 6" SANITARY SEWER PVC @ 0.5% MIN
NEW 4" SAN. SEWER SERVICE CONN.
NEW 6" CLEANOUT FL=137.75
NEW 6" CLEANOUT FL=137.18
NEW 4" SAN. SEWER SERVICE CONN.
PROP. 131.0 L.F. 6" SANITARY SEWER PVC @ 0.5% MIN
PROPOSED 90° ELL
PROP. 15' X 12" PVC CASING
PROP. 1" DOMESTIC WATERLINE (98.65 L.F.)
NEW 4" SAN. SEWER SERVICE CONN.
NEW 12.0 L.F. 4" FDC LINE
PROP. 3" DOMESTIC WATERLINE (65 L.F.)
PROP. 6" SANITARY SEWER PVC @ 0.5% MIN (125 L.F.)
NEW 4" SAN. SEWER SERVICE CONN.
PROP. 15' X 8" PVC CASING
PROP. 90° ELL
NEW 6" CLEANOUT FL=145.00
NEW 1-1/2" TEE
PROP. 8" SANITARY SEWER PVC @ 0.33% MIN (240 L.F.)
PROP. 8" SANITARY SEWER PVC @ 0.33% MIN (300 L.F.)
NEW 6" CLEANOUT FL=141.75
PROP. 90° ELL
PROP. 2" DOMESTIC WATERLINE (37 L.F.)
NEW 4" SAN. SEWER SERVICE CONN.
NEW 6" CLEANOUT FL=137.33
PROP. 2" DOMESTIC WATERLINE (58.75 L.F.)
PROP. 20' X 8" PVC CASING
NEW 4" SAN. SEWER SERVICE CONN.
NEW 6" CLEANOUT FL=144.00
PROP. 90° ELL
PROP. 2-1/2" DOMESTIC WATERLINE (50 L.F.)
NEW 4" FDC LINE (5 L.F.)
NEW 4" SAN. SEWER SERVICE CONN.
PROP. 20' X 8" PVC CASING
NEW 4" FDC LINE (473.7 L.F.)
PROP. 6" SANITARY SEWER PVC @ 0.5% MIN (300 L.F.)
PROP. 4" WATER LINE (488.25 L.F.)
NEW 4" FDC LINE (385 L.F.)
NEW 8" FIRE LINE (401 L.F.)
NEW 4" FDC LINE (389 L.F.)
PROP. 90° ELL
PROP. 6" SANITARY SEWER PVC @ 0.5% MIN (300 L.F.)
PROP. 4" WATER LINE (141.35 L.F.)
PROP. 4" TEE
TIE IN TO 4" WATER METER (INSTALL 4" B.F.P.)
PROP. 8" SANITARY SEWER PVC @ 0.33% MIN (174.3 L.F.)
PROP. 20' X 8" PVC CASING
NEW 4" SAN. SWR. SRVC. CONN.(66 L.F.)
NEW 4" FDC LINE (125.5 L.F.)
PROP. 20' X 12" PVC CASING
PROP. 2" DOMESTIC WATERLINE (129 L.F.)
NEW 4"X2" TEE
NEW 2" GATE VALVE
NEW 6" CLEANOUT FL=140.43
NEW 4" SAN. SWR. SRVC. CONN.(ALT # 2) (37 L.F.)
NEW 4" CLEANOUT (ALT # 2)
NEW 4" SAN. SWR. SRVC. CONN. (ALT # 2) (10 L.F.)
PROP. 4" WATER LINE (386 L.F.)
NEW 4" SAN. SEWER SERVICE CONN.
NEW 6" CLEANOUT FL=134.94
PROP. 6" SANITARY SEWER PVC @ 0.5% MIN (190 L.F.)
NEW 4" SAN. SWR. SRVC. CONN. (43 L.F.)
PROP. 20' X 8" PVC CASING
PROP. 2" DOMESTIC WATERLINE (47.5 L.F.)
NEW 4"X2" TEE
NEW 2" GATE VALVE
NEW 325.00 L.F. 4" FDC LINE
NEW 333.0 L.F. 8" FIRELINE
NEW 6" CLEANOUT FL=140.10
NEW 6" CLEANOUT FL=141.75
NEW 6" CLEANOUT FL=141.60
PROP. 6" SANITARY SEWER PVC @ 0.50% MIN (300 L.F.)
PROP. 6" SANITARY SEWER PVC @ 0.50% MIN (135 L.F.)
PROP. 6" SANITARY SEWER PVC @ 0.50% MIN (300 L.F.)
PROP. 4" WATERLINE (995.5 L.F.)
PROP. 6" SANITARY SEWER PVC @ 0.50% MIN (210 L.F.)
PROP. 3" DOMESTIC WATERLINE (204.5 L.F.)
NEW 239.4 L.F. 8" FIRELINE
NEW 240.0 L.F. 4" FDC LINE
PROP. 136.00 L.F. 6" SANITARY SEWER PVC @ 0.5% MIN
NEW 4" SAN. SEWER SERVICE CONN.
NEW 6" CLEANOUT FL=137.75
NEW 6" CLEANOUT FL=137.18
NEW 4" SAN. SEWER SERVICE CONN.
PROP. 131.0 L.F. 6" SANITARY SEWER PVC @ 0.5% MIN
PROPOSED 90° ELL
PROP. 15' X 12" PVC CASING
PROP. 1" DOMESTIC WATERLINE (98.65 L.F.)
NEW 4" SAN. SEWER SERVICE CONN.
NEW 12.0 L.F. 4" FDC LINE
PROP. 3" DOMESTIC WATERLINE (65 L.F.)
PROP. 6" SANITARY SEWER PVC @ 0.5% MIN (125 L.F.)
NEW 4" SAN. SEWER SERVICE CONN.
PROP. 15' X 8" PVC CASING
PROP. 90° ELL
NEW 6" CLEANOUT FL=145.00
NEW 1-1/2" TEE
PROP. 8" SANITARY SEWER PVC @ 0.33% MIN (240 L.F.)
PROP. 8" SANITARY SEWER PVC @ 0.33% MIN (300 L.F.)
NEW 6" CLEANOUT FL=141.75
PROP. 90° ELL
PROP. 2" DOMESTIC WATERLINE (37 L.F.)
NEW 4" SAN. SEWER SERVICE CONN.
NEW 6" CLEANOUT FL=137.33
PROP. 2" DOMESTIC WATERLINE (58.75 L.F.)
PROP. 20' X 8" PVC CASING
NEW 4" SAN. SEWER SERVICE CONN.
NEW 6" CLEANOUT FL=144.00
PROP. 90° ELL
PROP. 2-1/2" DOMESTIC WATERLINE (50 L.F.)
NEW 4" FDC LINE (5 L.F.)
NEW 4" SAN. SEWER SERVICE CONN.
PROP. 20' X 8" PVC CASING
NEW 4" FDC LINE (473.7 L.F.)
PROP. 6" SANITARY SEWER PVC @ 0.5% MIN (300 L.F.)
PROP. 4" WATER LINE (488.25 L.F.)
NEW 4" FDC LINE (385 L.F.)
NEW 8" FIRE LINE (401 L.F.)
NEW 4" FDC LINE (389 L.F.)
PROP. 90° ELL
PROP. 8" SANITARY SEWER PVC @ 0.33% MIN (550 L.F.)
PROP. 8" SANITARY SEWER PVC @ 0.33% MIN (300 L.F.)
PROP. 8" SANITARY SEWER PVC @ 0.33% MIN (174.3 L.F.)
PROP. 8" SANITARY SEWER PVC @ 0.33% MIN (300 L.F.)
PROP. 8" SANITARY SEWER PVC @ 0.33% MIN (500 L.F.)
NEW 6" CLEANOUT FL=140.75
NEW 6" CLEANOUT FL=140.60
NEW 6" CLEANOUT FL=140.04
NEW 6" CLEANOUT FL=139.75
NEW 6" CLEANOUT FL=141.75
NEW 6" CLEANOUT FL=141.60
PROP. 6" SANITARY SEWER PVC @ 0.50% MIN (300 L.F.)
PROP. 6" SANITARY SEWER PVC @ 0.50% MIN (135 L.F.)
PROP. 6" SANITARY SEWER PVC @ 0.50% MIN (300 L.F.)
PROP. 4" WATERLINE (995.5 L.F.)
PROP. 6" SANITARY SEWER PVC @ 0.50% MIN (210 L.F.)
PROP. 3" DOMESTIC WATERLINE (204.5 L.F.)
NEW 239.4 L.F. 8" FIRELINE
NEW 240.0 L.F. 4" FDC LINE
PROP. 136.00 L.F. 6" SANITARY SEWER PVC @ 0.5% MIN
NEW 4" SAN. SEWER SERVICE CONN.
NEW 6" CLEANOUT FL=137.75
NEW 6" CLEANOUT FL=137.18
NEW 4" SAN. SEWER SERVICE CONN.
PROP. 131.0 L.F. 6" SANITARY SEWER PVC @ 0.5% MIN
PROPOSED 90° ELL

No.	REVISIONS	BY
1	1-11-13	MGG
2	1-23-13	VR
3	2-12-13	VR

M.GARCIA ENGINEERING
MGE
CIVIL ENGINEERING
400 NOLANA STE. N2
McALLEN, TEXAS 78504
PH: 956 687-9421 FX: 956 687-3211
WWW.MGARCIAENGINEERING.COM
TBPE FIRM REG. NUMBER F-9828

STATE OF TEXAS
MARIANO GARCIA
90956
REGISTERED PROFESSIONAL ENGINEER
02/12/13

GOMEZ MENDEZ SAENZ INC.
architects
planners
interior designers
1150 paredes line rd.
brownsville
texas 78526
(956) 546-0110
fax (956) 546-0196

SHARYLAND INDEPENDENT SCHOOL DISTRICT
PIONEER HIGH SCHOOL

TEXAS

McALLEN

CAMEL DREAM LTD.
DOC.#1534722

ROGELIO AREVALO
DOC.#1236510

N 08° 41'10" E — 1270.00'

APPROX. LOCATION

Firelane

N. Shary Rd

COMPETITION FOOTBALL, SOCCER FIELD & ALL PURPOSE TRACK (BY OTHERS)

1,500 SEATING (BY OTHERS) STADIUM BLEACHERS

Overflow Parking

Parent Drop Off

Student Parking

LOT LINE

BUILDING "H" DRESSING

BUILDING "G" FIELDHOUSE

BUILDING "F" CONCESSION

BLDG. "O" STORAGE

12 TENNIS COURTS

TRACT 1
10.38 ACRES
LOT 474

PROP. 8" SANITARY SEWER PVC @ 0.33% MIN (300 L.F.)

PROP. 8" SANITARY SEWER PVC @ 0.33% MIN (91 L.F.)

PROP. 6" SANITARY SEWER PVC @ 0.50% MIN (110 L.F.)

PROP. 6" SANITARY SEWER PVC @ 0.50% MIN (194.5 L.F.)

PROP. 6" SANITARY SEWER PVC @ 0.50% MIN (190.70 L.F.)

PROP. 6" SANITARY SEWER PVC @ 0.50% MIN (300 L.F.)

PROP. 6" SANITARY SEWER PVC @ 0.50% MIN (77 L.F.)

PROP. 4" PLUG

NEW 8" CLEANOUT FL=139.30

NEW 6" CLEANOUT FL=139.95

NEW 8" CLEANOUT FL=139.21

NEW 8" CLEANOUT FL=140.50

NEW 6" CLEANOUT FL=141.50

NEW 8" CLEANOUT FL=138.30

NEW 8" CLEANOUT FL=137.30

NEW 6" CLEANOUT FL=144.15

NEW 6" CLEANOUT FL=143.60

NEW 6" CLEANOUT FL=141.60

NEW 6" CLEANOUT FL=140.10

NEW 95.5 L.F. 4" FDC LINE

NEW 102.5 L.F. 8" FIRELINE

PROP. 2-1/2" WATERLINE (80 L.F.)

PROPOSED 90° ELL

NEW 4" SAN. SWR. SRVC. CONN.(105 L.F.)

NEW 4" SAN. SEWER SERVICE CONN.

NEW 8" FIRELINE (103.5 L.F.)

NEW 4" FDC LINE (92.5 L.F.)

NEW 63.00 L.F. 4" SAN. SEWER SERVICE CONN.

NEW 4" SAN. SWR. SRVC. CONN. (15 L.F.)

NEW 4" FDC LINE (347.2 L.F.)

PROP. 2-1/2" WATER LINE (618 L.F.)

PROP. 2" DOMESTIC WATERLINE (28 L.F.)

NEW 8" FIRELINE (28.5 L.F.)

NEW 4" SAN. SWR. SRVC. CONN. (15 L.F.)

NEW 4" FDC LINE (32.5 L.F.)

NEW 2-1/2"X2" TEE NEW 2" GATE VALVE

NEW 8" GATE VALVE

PROPOSED 90° ELL

PROP. 90° ELL

NEW 4" FDC LINE (16 L.F.)

NEW 4" FDC LINE (48 L.F.)

NEW 4" FDC LINE (51 L.F.)

NEW 4" FDC LINE (28 L.F.)

NEW 2-1/2" TEE 2-1/2" GATE VALVE

PROP. 2-1/2" DOMESTIC WATERLINE (41.25 L.F.)

NEW 4" FDC LINE (157 L.F.)

NEW 8" FIRELINE (613.7 L.F.)

NEW 4" FDC LINE (160 L.F.)

NEW 72.00 L.F. 4" SAN. SEWER SERVICE CONN.

NEW 48" Ø SAN. SEWER M.H. TOP=147.30 FL=142.50

PROP. 20' X 12' PVC CASING

NEW 2-FDC

PROP. 12" PVC CASING (32 L.F.)

TIE IN TO 2-1/2" WATER METER

TIE INTO FIRE METER

NEW 12"x8" TEE NEW 8" GATE VALVE

NEW 4"X2" TEE NEW 2" GATE VALVE

NEW FDC

NEW 4"X3" TEE NEW 3" GATE VALVE

PROPOSED 100.00 L.F. 12" PVC CASING

PROPOSED 45° ELL

PROP. 20' X 12' PVC CASING

PROP. 4" WATERLINE (995.5 L.F.)

PROP. 6" SANITARY SEWER PVC @ 0.50% MIN (300 L.F.)

FL=141.03

PROP. 20' X 12' PVC CASING

TIE IN TO SS FL 133.68

CLEAN OUT FL=139.70

TIE INTO FIRE METER

PROP. 90° ELL

SAN. SEWER M.H. TOP=145.00 FL=132.14 (BY OTHERS)

SAN. SEWER M.H. TOP=146.00 FL=132.89 (BY OTHERS)

SAN. SEWER M.H. TOP=147.00 FL=133.64 (BY OTHERS)

NEAL WILLIAM ALLEN DOC.#1711942

JOHN H. SHARY SUBDIVISION VOL. 1, PG. 17, H.C.M.R.

LOT 475

SHARYLAND ISD DOC.#1688852

LOT 465 SHARY SUBDIVISION VOL. 17, H.C.M.R.

EXISTING 80' R.O.W.

EXISTING 60' R.O.W.

24" IRR

STATION 77+25.00 F.M. 494

NOTES:

1. REFER TO PLUMBING PLANS FOR CONTINUATION
2. PROPOSED CLEANOUT
3. PROPOSED CLEANOUT W/ METAL COVER CASING

N
W — MGE — E
S

On-Site Utility Layout

SCALE: 1"=50'

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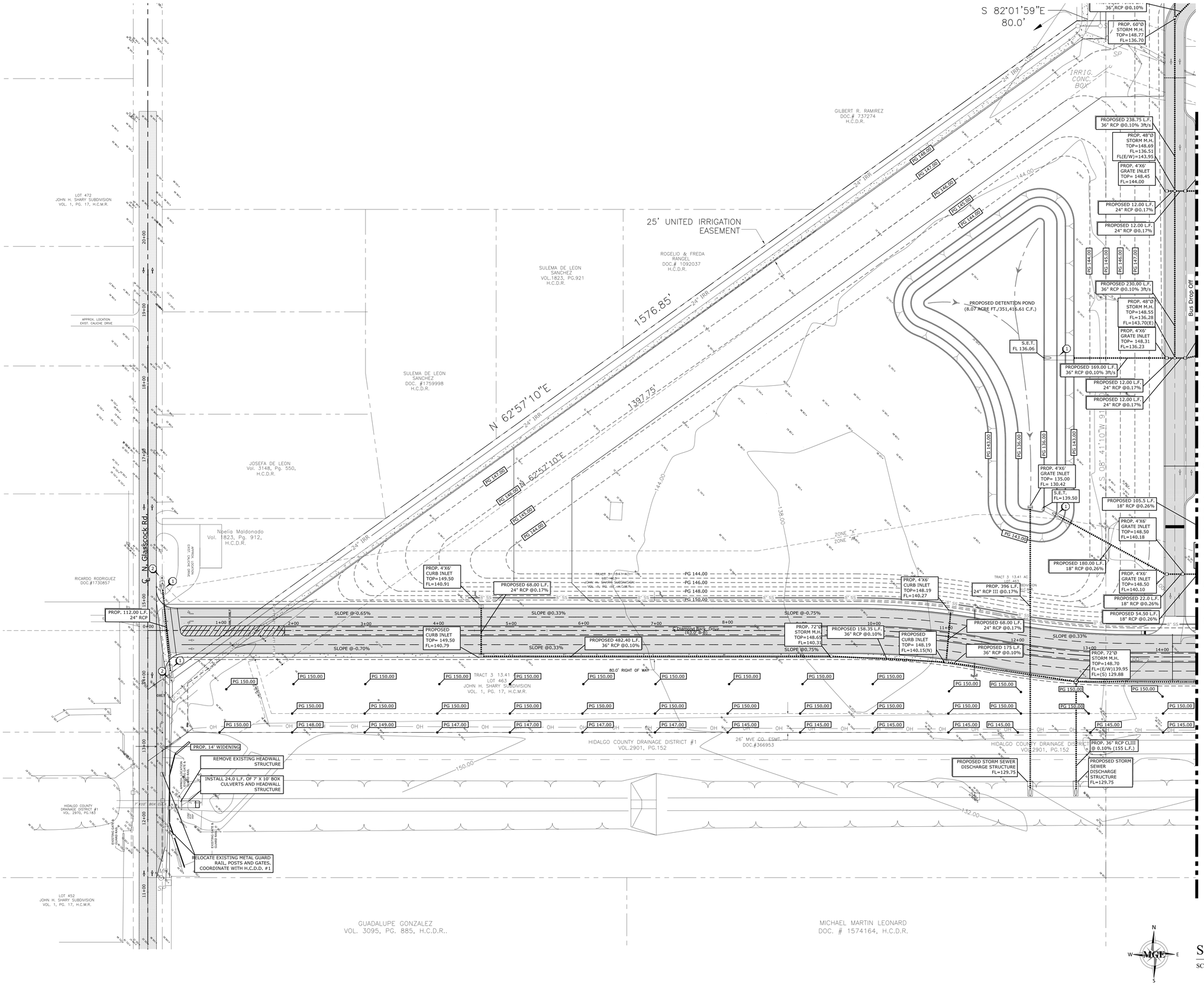
Gomez Mendez Saenz Inc.
Architects-Planners
Interior Designers

Date: February 12, 2013
Scale: As Noted
Civil Engineer: Mariano Garcia
Drawn By: M.G.G.
Job No. 09-128
Sheet: C5.2



Note:

1. All reinforced concrete pipe shall be rubber gasket.

2. All H.D.P.E. pipes shall be installed per manufacturer's recommendation.

LEGEND:

- (1) PROPOSED SAFETY END TREATMENT
- (2) PROPOSED OBJECT MARKER
- TC 100.00 PROPOSED TOP OF CURB
- TP 100.00 PROPOSED TOP OF PAVEMENT
- PG 100.00 PROPOSED TOP OF CURB
- PROPOSED GRADE CONTOUR
- EXISTING CONTOUR

Storm Sewer Layout

SCALE: 1"=50'

No.	REVISIONS	BY
1	1-11-13	MGG
2	1-23-13	VR
3	2-12-13	VR
4	2-20-13	VR

M.GARCIA ENGINEERING
MGE
CIVIL ENGINEERING
400 NOLANA STE. N2
McALLEN, TEXAS 78504
PH: 956 687-9421 FX: 956 687-3211
WWW.MGARCIAENGINEERING.COM
TBPE FIRM REG. NUMBER F-9828
STATE OF TEXAS · MARIANO GARCIA · 90956 · REGISTERED PROFESSIONAL ENGINEER
02/20/13
GOMEZ MENDEZ SAENZ INC.
architects planners interior designers
1150 paredes line rd. brownsville texas 78526 (956) 546-0110 fax (956) 546-0196

SHARYLAND INDEPENDENT SCHOOL DISTRICT
PIONEER HIGH SCHOOL
McALLEN TEXAS

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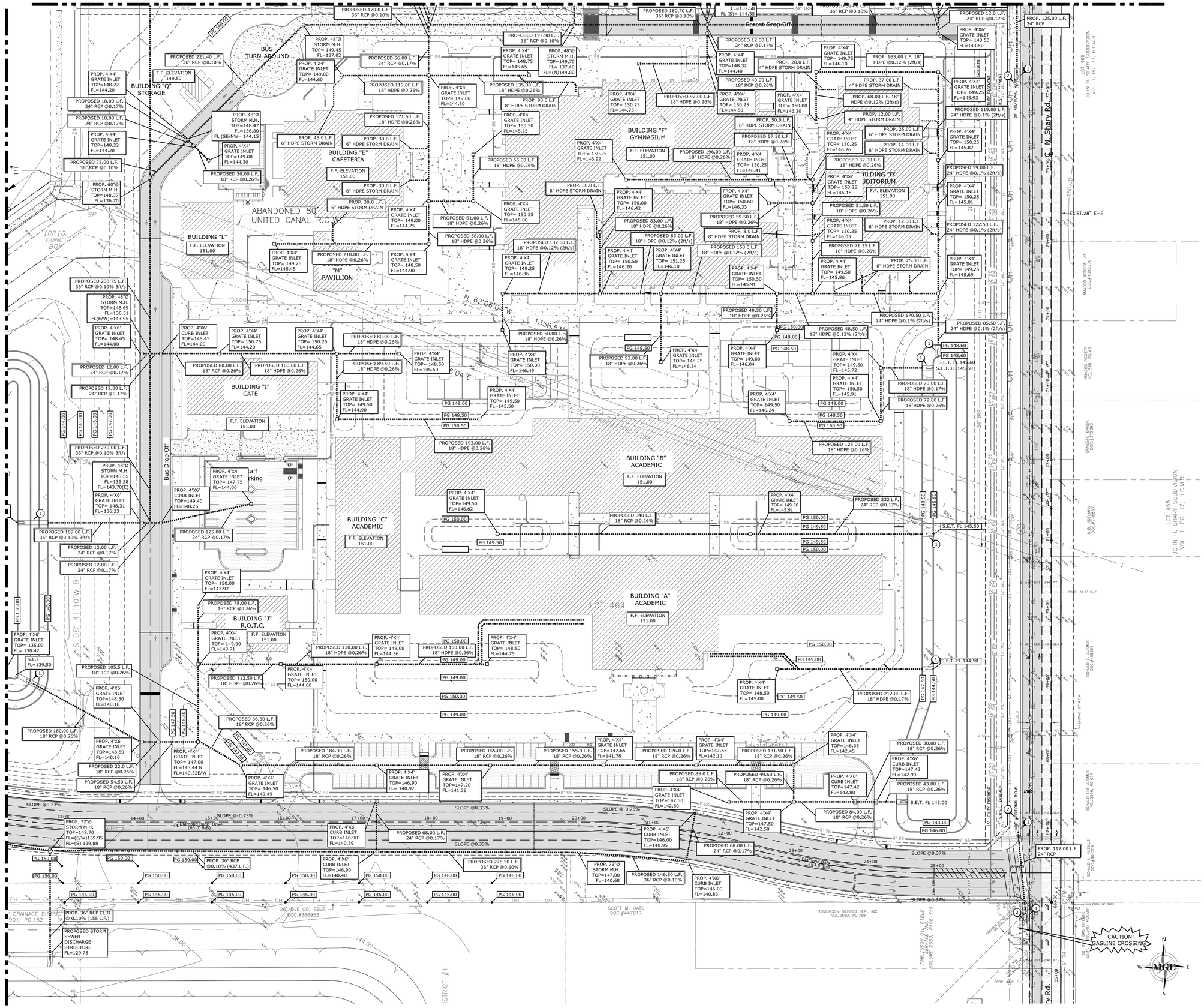
Interior Designers

Date:	February 20, 2013
Scale:	As Noted
Civil Engineer:	Mariano Garcia
Drawn By:	M.G.G.
Job No.	09-128
Sheet:	C6.0

STATION 78+25.00 F.M. 494

STATION 12+25.00 DIAMOND BACK DRIVE



Note:

1. All reinforced concrete pipe shall be rubber gasket.

2. All H.D.P.E. pipes shall be installed per manufacturer's recommendation.

LEGEND:

1. PROPOSED SAFETY END TREATMENT
2. PROPOSED OBJECT MARKER

TC 100.00 PROPOSED TOP OF CURB
TP 100.00 PROPOSED TOP OF PAVEMENT
PG 100.00 PROPOSED TOP OF CURB
PROPOSED GRADE CONTOUR
EXISTING CONTOUR

Storm Sewer Layout

SCALE: 1"=50'

No.	REVISIONS	BY
1	1-11-13	MGG
2	1-23-13	VR
3	2-12-13	VR
4	2-20-13	VR

M.GARCIA ENGINEERING
MGE
CIVIL ENGINEERING
400 NOLANA STE. N2
McALLEN, TEXAS 78504
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WWW.MGARCIAENGINEERING.COM
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STATE OF TEXAS
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REGISTERED
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02/20/13

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SHARYLAND INDEPENDENT SCHOOL DISTRICT
PIONEER HIGH SCHOOL

McALLEN TEXAS

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Architects-Planners
Interior Designers

Date: February 20, 2013
Scale: As Noted
Civil Engineer: Mariano Garcia
Drawn By: M.G.G.
Job No. 09-128
Sheet: C6.1

M.GARCIA ENGINEERING
MGE
CIVIL ENGINEERING
400 NOLANA STE. N2
McALLEN, TEXAS 78504
PH: 956 687-9421 FX: 956 687-3211
WWW.MGARCIAENGINEERING.COM
TBPE FIRM REG. NUMBER F-9828

STATE OF TEXAS
MARIANO GARCIA
90956
REGISTERED
PROFESSIONAL ENGINEER
02/20/13

No.	REVISIONS	BY
1	1-11-13	MGG
2	1-23-13	VR
3	2-12-13	VR
4	2-20-13	VR

GOMEZ MENDEZ SAENZ INC.
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brownsville
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TEXAS

SHARYLAND INDEPENDENT SCHOOL DISTRICT
PIONEER HIGH SCHOOL

McALLEN

STATION 83+00 F.M. 494

STATION 75+00 F.M. 494

Parent Drop Off

Student Parking

Parent Drop Off

BUILDING "N" CONCESSION

BUILDING "O" STORAGE

BUILDING "E" CAFETERIA

BUILDING "F" GYMNASIUM

BUILDING "D" AUDITORIUM

BUILDING "I"

BUS TURN-AROUND

TENNIS COURTS

ABANDONED 80' UNITED CANAL R.O.W.

N. Shary Rd. 77+48

SHARYLAND ISD SCHOOL DISTRICT
DOC.# 1458656

LOT 4456
SHARYLAND SUBDIVISION
JOHN H. SHARY
VOL. 1, PG. 17, H.C.M.R.

EXIST. 60' R.O.W.

EXIST.28' E-E

PROP. 96.0' E-E

PROP. 125.00 L.F. 24" RCP

PROP. 130.00 L.F. 24" RCP

PROPOSED 289.50 L.F. 36" HDPE @0.05% 2ft/s

PROPOSED 510.50 L.F. 36" RCP @0.05% 2ft/s

PROPOSED 510.50 L.F. 36" RCP @0.05% 2ft/s

PROPOSED 73.00 L.F. 36" RCP @0.10%

PROPOSED 221.40 L.F. 36" RCP @0.10%

PROPOSED 170.0 L.F. 36" RCP @0.10%

PROPOSED 197.90 L.F. 36" RCP @0.10%

PROPOSED 180.70 L.F. 36" RCP @0.10%

PROPOSED 314.0 L.F. 36" RCP @0.10%

PROP. 60"Ø STORM M.H. TOP=148.77 FL=136.70

PROP. 48"Ø STORM M.H. TOP=148.12 FL=137.20 FL (N/S)= 144.15

PROP. 48"Ø STORM M.H. TOP= 149.45 FL=137.02

PROP. 48"Ø STORM M.H. TOP=148.47 FL=136.80 FL (SE/NW= 144.15

PROP. 48"Ø STORM M.H. TOP= 149.70 FL= 137.40 FL=(N)144.00

PROP. 48"Ø STORM M.H. TOP=148.60 FL=137.58 FL (S)= 144.35

PROP. 48"Ø STORM M.H. TOP=148.25 FL=137.88 FL (S)=143.45

PROP. 4'X4' GRATE INLET TOP= 146.00 FL= 139.65 E

PROP. 4'X4' GRATE INLET TOP=146.00 FL=136.96

PROP. 4'X6' GRATE INLET TOP= 146.00 FL=139.05

PROP. 4'X4' GRATE INLET TOP= 145.75 FL=138.85

PROP. 4'X4' GRATE INLET TOP= 145.75 FL=141.00

PROP. 4'X6' GRATE INLET TOP= 145.75 FL=138.76

PROP. 4'X4' GRATE INLET TOP= 147.75 FL=140.75

PROP. 4'X4' GRATE INLET TOP= 148.00 FL=138.20

PROP. 4'X4' GRATE INLET TOP= 146.50 FL=140.80

PROP. 4'X4' GRATE INLET TOP= 148.50 FL=138.51

PROP. 4'X4' GRATE INLET TOP= 148.00 FL=141.00

PROP. 4'X4' GRATE INLET TOP=146.40 FL=138.57 FL=140.50 W

PROP. 4'X4' GRATE INLET TOP=148.55 FL=138.43

PROP. 4'X4' GRATE INLET TOP=148.28 FL=138.15

PROP. 4'X4' GRATE INLET TOP= 147.75 FL=140.30

PROP. 4'X4' GRATE INLET TOP= 147.00 FL=140.70

PROP. 4'X4' GRATE INLET TOP=148.28 FL= 138.05

PROP. 4'X4' GRATE INLET TOP=148.59 FL=138.33

PROP. 4'X6' CURB INLET TOP=148.90 FL=138.18

PROP. 4'X6' CURB INLET TOP=149.18 FL=144.30

PROP. 4'X4' GRATE INLET TOP= 148.66 FL=144.35

PROP. 4'X4' GRATE INLET TOP= 147.20 FL=137.83

PROP. 4'X4' GRATE INLET TOP= 147.20 FL=138.43

PROP. 4'X4' GRATE INLET TOP= 148.40 FL=138.25

PROP. 4'X4' GRATE INLET TOP=147.87 FL=144.10

PROP. 4'X4' GRATE INLET TOP=147.87 FL=144.20

PROP. 4'X4' GRATE INLET TOP=148.36 FL=144.45

PROP. 4'X4' GRATE INLET TOP= 148.00 FL=144.30

PROP. 4'X4' GRATE INLET TOP= 148.00 FL=144.22

PROP. 4'X6' GRATE INLET TOP=148.32 FL=137.63

PROP. 4'X4' GRATE INLET TOP=148.50 FL=138.13

PROP. 4'X6' GRATE INLET TOP=148.50 FL=137.93

PROP. 4'X4' GRATE INLET TOP=148.22 FL=144.20

PROP. 4'X4' GRATE INLET TOP=148.22 FL=144.20

PROP. 4'X4' GRATE INLET TOP= 149.00 FL=144.60

PROP. 4'X4' GRATE INLET TOP= 149.00 FL=144.30

PROP. 4'X4' GRATE INLET TOP= 148.75 FL=145.65

PROP. 4'X4' GRATE INLET TOP= 149.00 FL=144.75

PROP. 4'X4' GRATE INLET TOP= 150.50 FL=145.25

PROP. 4'X4' GRATE INLET TOP= 150.25 FL=144.75

PROP. 4'X4' GRATE INLET TOP= 150.25 FL=146.92

PROP. 4'X4' GRATE INLET TOP= 150.25 FL=146.41

PROP. 4'X4' GRATE INLET TOP= 150.60 FL=146.42

PROP. 4'X4' GRATE INLET TOP= 150.60 FL=146.33

PROP. 4'X4' GRATE INLET TOP= 150.25 FL=146.18

PROP. 4'X4' GRATE INLET TOP= 150.25 FL=146.05

PROP. 4'X4' GRATE INLET TOP= 149.25 FL=145.93

PROP. 4'X4' GRATE INLET TOP= 150.25 FL=145.87

PROP. 4'X4' GRATE INLET TOP= 150.25 FL=145.81

PROP. 4'X4' GRATE INLET TOP= 149.75 FL=146.10

PROP. 4'X4' GRATE INLET TOP= 150.25 FL=146.26

PROP. 4'X4' GRATE INLET TOP= 150.00 FL=146.20

PROP. 4'X4' GRATE INLET TOP= 148.32 FL=144.40

PROP. 4'X4' GRATE INLET TOP=147.87 FL=144.20

PROP. 4'X4' GRATE INLET TOP= 149.00 FL=144.75

PROPOSED 110.00 L.F. 18" HDPE @0.26%

PROPOSED 72.00 L.F. 18"HDPE @0.26%

PROPOSED 95.00 L.F. 18" HDPE @0.26%

PROPOSED 70.0 L.F. 18" HDPE @0.26%

PROPOSED 32.00 L.F. 18" HDPE @0.26%

PROPOSED 235.0 L.F. 18" HDPE @0.26%

PROPOSED 120.00 L.F. 18" HDPE @0.26%

PROPOSED 40.00 L.F. 24" RCP @0.17%

PROPOSED 113.0 L.F. 18" RCP @0.26%

PROPOSED 166.0 L.F. 24" RCP @0.17%

PROPOSED 81.0 L.F. 24" RCP @0.17%

PROPOSED 148.0 L.F. 18" HDPE @0.26%

PROPOSED 22.0 L.F. 24" RCP @0.17%

PROPOSED 22.0 L.F. 24" RCP @0.17%

PROPOSED 35.0 L.F. 24" RCP @0.17%

PROPOSED 45.00 L.F. 24"RCP @0.17%

PROPOSED 119.00 L.F. 24" RCP @0.17%

PROPOSED 117.0 L.F. 24" RCP @0.17%

PROPOSED 22.0 L.F. 24" RCP @0.17%

PROPOSED 18.00 L.F. 24" RCP @0.17%

PROPOSED 18.00 L.F. 24" RCP @0.17%

PROPOSED 20.00 L.F. 24"RCP @0.17%

PROPOSED 100.00 L.F. 24" RCP @0.17%

PROPOSED 20.00 L.F. 24" RCP @0.17%

PROPOSED 18.00 L.F. 24" RCP @0.17%

PROPOSED 115.0 L.F. 24" RCP @0.17%

PROPOSED 127.70 L.F. 24"RCP @0.17%

PROPOSED 115.00 L.F. 24" RCP @0.17%

PROPOSED 18.00 L.F. 24" RCP @0.17%

PROPOSED 12.00 L.F. 24" RCP @0.17%

PROPOSED 12.00 L.F. 24" RCP @0.17%

PROPOSED 12.00 L.F. 24" RCP @0.17%

PROPOSED 12.00 L.F. 24" RCP @0.17%

PROPOSED 56.00 L.F. 24" RCP @0.17%

PROPOSED 119.00 L.F. 18" HDPE @0.26%

PROPOSED 135.00 L.F. 18" HDPE @0.26%

PROPOSED 92.00 L.F. 18" HDPE @0.26%

PROPOSED 40.00 L.F. 18" RCP @0.26%

PROPOSED 119.00 L.F. 24" HDPE @0.1% (2ft/s)

PROPOSED 171.50 L.F. 18" HDPE @0.26%

PROPOSED 65.00 L.F. 18" HDPE @0.26%

PROPOSED 57.50 L.F. 18" HDPE @0.26%

PROPOSED 59.00 L.F. 24" HDPE @0.1% (2ft/s)

PROPOSED 30.00 L.F. 18" RCP @0.26%

PROPOSED 61.00 L.F. 18" HDPE @0.26%

PROPOSED 58.00 L.F.

PROPOSED 83.00 L.F.

PROPOSED 196.00 L.F. 18" HDPE @0.26%

PROPOSED 32.00 L.F. 18" HDPE @0.26%

PROPOSED 51.50 L.F. 18" HDPE @0.26%

PROPOSED 122.50 L.F. 24" HDPE @0.1% (2ft/s)

PROP. 4'X4' GRATE INLET TOP= 149.00 FL=144.30

PROP. 4'X4' GRATE INLET TOP= 149.00 FL=144.60

PROP. 4'X4' GRATE INLET TOP= 149.00 FL=144.30

PROP. 4'X4' GRATE INLET TOP= 149.00 FL=144.75

PROP. 4'X4' GRATE INLET TOP= 150.25 FL=145.00

PROP. 4'X4' GRATE INLET TOP= 150.25 FL=145.25

PROP. 4'X4' GRATE INLET TOP= 150.25 FL=145.50

PROP. 4'X4' GRATE INLET TOP= 150.00 FL=146.20

PROP. 4'X4' GRATE INLET TOP= 150.25 FL=146.18

PROP. 4'X4' GRATE INLET TOP= 150.25 FL=146.05

PROP. 4'X4' GRATE INLET TOP= 149.00 FL=144.60

PROP. 4'X4' GRATE INLET TOP= 149.00 FL=144.30

PROP. 4'X4' GRATE INLET TOP= 148.36 FL=144.45

PROP. 4'X4' GRATE INLET TOP= 150.25 FL=145.00

PROP. 4'X4' GRATE INLET TOP= 149.00 FL=144.75

PROP. 4'X4' GRATE INLET TOP= 150.60 FL=146.33

PROP. 4'X4' GRATE INLET TOP= 150.60 FL=146.42

PROP. 4'X4' GRATE INLET TOP= 149.00 FL=144.30

PROP. 4'X4' GRATE INLET TOP= 149.00 FL=144.60

PROP. 4'X4' GRATE INLET TOP= 149.00 FL=144.30

PROP. 4'X4' GRATE INLET TOP= 149.00 FL=144.75

No.	REVISIONS	BY
1	1-11-13	MGG
2	1-23-13	VR
3	2-12-13	VR
4	2-20-13	VR

M.GARCIA ENGINEERING
MGE
CIVIL ENGINEERING
400 NOLANA STE. N2
McALLEN, TEXAS 78504
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TBPE FIRM REG. NUMBER F-9828

STATE OF TEXAS
MARIANO GARCIA
90956
REGISTERED
PROFESSIONAL ENGINEER
02/20/13

GOMEZ MENDEZ SAENZ INC.
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1150 paredes line rd.
brownsville
texas 78526
(956) 546-0110
fax (956) 546-0196

SHARYLAND INDEPENDENT SCHOOL DISTRICT
PIONEER HIGH SCHOOL

McALLEN TEXAS

LOT 484
JOHN H. SHARY SUBDIVISION
VOL. 1, PG. 17, H.C.M.R.

SHARY HEIGHTS PROPERTIES, INC. DOC.#1221563

CAMEL DREAM LTD. DOC.#1534722

ROGELIO AREVALO DOC.#1236510

LOT 483 / LOT 484

S 81°18'50"E 1320.00'

N 08° 41'10"E 1270.00'

35' ROADWAY

CAUTION! GASLINE CROSSING

APPROX. LOCATION

Firelane

Parent Drop Off

Overflow Parking

COMPETITION FOOTBALL, SOCCER FIELD & ALL PURPOSE TRACK (BY OTHERS)

1,500 SEATING (BY OTHERS) STADIUM BLEACHERS

TRACK (BY OTHERS)

TRACK 1 (BY OTHERS)

BUILDING "H" F.F. ELEVATION 147.00

BLDG. "O" STORAGE F.F. ELEVATION 147.00

BUILDING "G" FIELDHOUSE F.F. ELEVATION 147.00

BUILDING "N" CONCESSION F.F. ELEVATION 147.50

BLDG. "O" STORAGE FF 148.50

8 COURTS

PROPOSED 452.60 L.F. 36" HDPE @0.05% 2ft/s

PROPOSED 600.00 L.F. 36" HDPE @0.05% 2ft/s

PROPOSED 289.50 L.F. 36" HDPE @0.05% 2ft/s

PROPOSED 510.50 L.F. 36" RCP @0.05% 2ft/s

PROPOSED 431.60 L.F. 18" HDPE @0.26%

PROPOSED 271.50 L.F. 18" HDPE @0.26%

PROPOSED 115.00 L.F. 18" HDPE @0.26%

PROPOSED 60.00 L.F. 18" HDPE @0.26%

PROPOSED 44.00 L.F. 18" HDPE @0.17%

PROPOSED 80.0 L.F. 18" HDPE @0.26%

PROPOSED 72.00 L.F. 18"HDPE @0.26%

PROPOSED 70.0 L.F. 18" HDPE @0.26%

PROPOSED 235.0 L.F. 18" HDPE @0.26%

PROPOSED 148.0 L.F. 18" HDPE @0.26%

PROPOSED 32.00 L.F. 18" HDPE @0.26%

PROPOSED 95.00 L.F. 18" HDPE @0.26%

PROPOSED 120.00 L.F. 18" HDPE @0.26%

PROPOSED 180.00 L.F. 18" HDPE @0.26%

PROPOSED 150.00 L.F. 18" HDPE @0.26%

PROPOSED 110.00 L.F. 18" HDPE @0.26%

PROPOSED 220.0 L.F. 24" HDPE @0.08% 2ft/s

PROPOSED 300.00 L.F. 24" HDPE @0.08% 2ft/s

PROPOSED 30.0 L.F. 18" RCP @0.17%

PROPOSED 375.00 L.F. 24" RCP @0.17%

PROPOSED 40.00 L.F. 24" RCP @0.17%

PROPOSED 22.0 L.F. 24" RCP @0.17%

PROPOSED 113.0 L.F. 18" RCP @0.26%

PROPOSED 102.0 L.F. 18" RCP @0.26%

PROPOSED 93.0 L.F. 24" RCP @0.17%

PROPOSED 30.0 L.F. 24" RCP @0.17%

PROPOSED 176.0 L.F. 24" RCP @0.17%

PROPOSED 166.0 L.F. 24" RCP @0.17%

PROPOSED 81.0 L.F. 24" RCP @0.17%

PROPOSED 130.00 L.F. 24" RCP

PROP. 4'X4' GRATE INLET TOP=137.40 FL=137.40

PROP. 4'X4' GRATE INLET TOP=142.00 FL=137.66 FL=139.70 S

PROP. 4'X4' GRATE INLET TOP= 142.00 FL=137.84

PROP. 4'X4' GRATE INLET TOP= 141.00 FL=138.08

PROP. 4'X6' GRATE INLET TOP= 144.75 FL=140.45

PROP. 4'X6' CURB INLET TOP=144.84 FL=140.45

PROP. 4'X6' CURB INLET TOP=144.84 FL=140.35

PROP. 4'X6' CURB INLET TOP=146.00 FL=139.71

PROP. 4'X6' CURB INLET TOP=146.00 FL=139.61

PROP. 4'X4' GRATE INLET TOP=145.75 FL=139.72

PROP. 4'X4' GRATE INLET TOP= 146.00 FL=139.91

PROP. 4'X6' GRATE INLET TOP=145.75 FL=140.75

PROP. 4'X4' GRATE INLET TOP= 146.00 FL=140.90

PROP. 4'X4' GRATE INLET TOP= 146.00 FL=141.00

PROP. 4'X4' GRATE INLET TOP= 146.00 FL=139.44

PROP. 4'X4' GRATE INLET TOP= 146.00 FL=139.05

PROP. 4'X4' GRATE INLET TOP= 145.75 FL=138.76

PROP. 4'X4' GRATE INLET TOP= 144.80 FL=140.75

PROP. 4'X4' GRATE INLET TOP= 146.50 FL=140.80

PROP. 4'X4' GRATE INLET TOP= 148.50 FL=138.51

PROP. 4'X4' GRATE INLET TOP= 148.00 FL=141.00

PROP. 4'X4' GRATE INLET TOP= 147.00 FL=140.70

PROP. 4'X4' GRATE INLET TOP= 148.00 FL=138.20

PROP. 4'X4' GRATE INLET TOP=148.28 FL=138.15

PROP. 4'X4' GRATE INLET TOP= 147.75 FL=140.30

PROP. 4'X4' GRATE INLET TOP= 147.75 FL=140.75

PROP. 4'X4' GRATE INLET TOP= 147.75 FL=138.70

PROP. 4'X4' GRATE INLET TOP=146.40 FL=138.57 FL=140.50 W

PROP. 4'X4' GRATE INLET TOP=148.55 FL=138.43

PROP. 4'X4' GRATE INLET TOP=145.10 FL=139.15

PROP. 4'X4' GRATE INLET TOP=145.75 FL=138.85

PROP. 4'X4' GRATE INLET TOP= 146.00 FL=136.96 FL= 139.65 E

PROP. 4'X4' GRATE INLET TOP= 143.75 FL=137.10 FL=139.60 E

PG 142.00 · PG 143.00 · PG 144.00 · PG 145.00 · PG 146.00 · PG 146.30 · PG 146.40 · PG 146.50

HP

4" SS

8" WL

12" WL

15" S.W.S.C. EASEMENT

30' ADDITIONAL R.O.W.

EXIST.28' E-E

PROP.56.0' E-E

EXISTING 40' R.O.W.

N. Shary Rd.

MARIA E VILLALOBOS DOC.#1570736

NEAL WILLIAM DOC.#1171942

LOT 479 JOHN H. SHARY SUBDIVISION VOL. 1, PG. 17, H.C.M.R.

SHARYLAND IND. SCHOOL DISTRICT DOC.#1458502

Note:

1. All reinforced concrete pipe shall be rubber gasket.

2. All H.D.P.E. pipes shall be installed per manufacturer's recommendation.

LEGEND:

- (1) PROPOSED SAFETY END TREATMENT
- (2) PROPOSED OBJECT MARKER
- TC 100.00 PROPOSED TOP OF CURB
- TP 100.00 PROPOSED TOP OF PAVEMENT
- PG 100.00 PROPOSED TOP OF CURB
- PROPOSED GRADE CONTOUR
- EXISTING CONTOUR

N W MGE E S

Storm Sewer Layout

SCALE: 1"=50'

STATION 80+25.00 F.M. 494

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Gomez Mendez Saenz Inc.
Architects-Planners
Interior Designers

Date: February 20, 2013
Scale: As Noted
Civil Engineer: Mariano Garcia
Drawn By: M.G.G.
Job No. 09-128
Sheet: C6.3

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING
DATE: 07-22-2014

PROPOSED **CORONADO** SUBDIVISION, PRECINCT No. **1** .

ENGINEER: **NAIN ENGINEERING** DEVELOPER: **AMADOR CORONADO**

☐ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☒ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: ☐ *SINGLE FAMILY **1** ☒ *MULTI-FAMILY ☐ COMMERCIAL ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **East of Victoria Road approximately 400 feet North of Cypress Dr.**

SUBDIVISION LIES WITHIN THE: ☒ *ETJ of* **Donna** and was approved administratively by said City.

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **04-05-14** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage will be provided by on-site detention ponds as per proposed parking & building site plans.**

ROAD R.O.W. DEDICATION: **No additional right of way is required for La Victoria Rd by this plat**

H.C.R.O.W. FINAL APPROVAL DATE: **05-08-14** By, **Roy Gonzalez** PCT 1 R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **06-02-14** by: **Elizardo "Chardo" Ramos,** Environmental Health Division Manager

SEWER SYSTEM:
☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez**
☒ OSSF HAVE BEEN ESCROWED WITH THE COUNTY.
☒ THERE IS ONE (1) EXISTING SEPTIC TANK SYSTEM INSTALLED.

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **10"** LOCATION: **Victoria Road**

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **MAY 27, 2014**

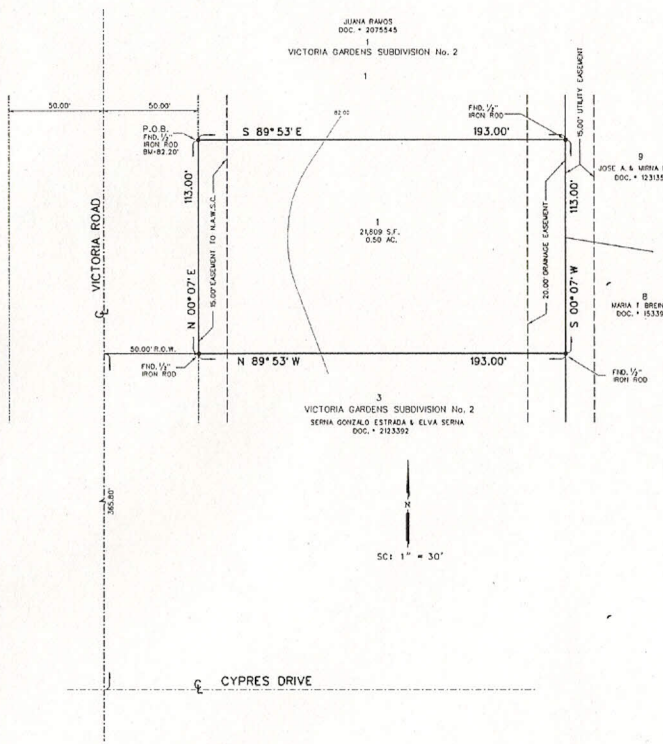
REQUEST FOR FINAL APPROVAL WITH: ☒ **Cash Deposit:** *Amount:$* **1,500.00** *For:* ☒ *OSSF(S)* **1** ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS

STAFF RECOMMENDS:
☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other department and the approval from the* **City of Donna**.
☐ **Final Approval** *subject to recommendations other departments*
☒ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

CORONADO SUBDIVISION

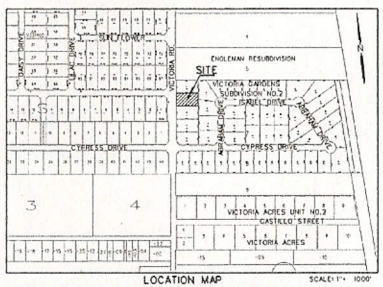
A 0.50 ACRE TRACT OF LAND BEING ALL OF LOT 2, VICTORIA GARDENS SUBDIVISION No. 2, ACCORDING TO THE MAP RECORDED IN VOLUME 41, PAGE 176, MAP RECORDS, HIDALGO COUNTY, TEXAS.



GENERAL NOTES:

1. MIN. BUILDING SETBACK LINES:
   FRONT 50.0'
   SIDE 6.0 OR EASEMENT WHICH EVER IS GREATER
   REAR 15.0' OR EASEMENT WHICH EVER IS GREATER
   18.00 GARAGE / CAR PORT FRONT SET BACK
2. MINIMUM FINISH FLOOR NOTES:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET. 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER
   ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
3. ● -DENOTES ½" IRON ROD FOUND UNLESS OTHERWISE NOTED.
   ○ -DENOTES ½" IRON ROD SET UNLESS OTHERWISE NOTED.
   ↗ -DENOTES NAIL FOUND UNLESS OTHERWISE NOTED.
4. BENCHMARK ELEVATION =82.20' TOP OF ½" IRON ROD LOCATED AT THE NORTHWEST CORNER OF THIS SUBDIVISION (NGVD 1988)
5. FLOOD ZONE DESIGNATION: ZONE "X"
   AREAS DETERMINED TO BE OUT SIDE 500 YEAR FLOOD PLAIN
   C.P.N. 480334 0450 C
   MAP REVISED: JUNE 6, 2000
   REVISED TO REFLECT LOMR DATED: MAY 30, 2002

   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 142 U.S.C. SECTIONS 4001 THROUGH 4127).
6. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 1,327 CUBIC FEET 0.03 ACRE-FEET(S) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH DETENTION AREA ON THE WEST SIDE OF THIS LOT
7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
   EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
8. LOT 1 SHALL BE FOR MULTI-FAMILY USE ONLY.
   ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVALS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT
9. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
   THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
   THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
   A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
   B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
   C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT
   D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
   E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
   F. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS:
      1. ANCHORING OF SEPTIC TANK(s)
      2. BACK FLOW VALVES
      3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL
10. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION
11. AMADOR CORONADO AND LORENA CASTANO., THE OWNERS & SUBDIVIDERS CORONADO SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.
12. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.
14. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL AND INDUSTRIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
15. FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS.
16. IF THE PURCHASER(S) OF A LOT REQUIRES A COMMERCIAL LOT & SUBSEQUENTLY DETERMINE THAT A LARGER METER IS REQUIRED, THEN THE LUE WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE UPGRADE MUST BE PAID TO THE CORPORATION PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METER(S). THE DEVELOPER WILL NEED TO ADVISE PURCHASERS OF THIS OBLIGATION.
17. LOT 1, HAVE AN EXISTING OSSF. AN APPROVED DESIGN SYSTEM FOR MULTI-FAMILY USE WILL BE REQUIRED BY THE COUNTY HEALTH DEPARTMENT AT THE TIME OF ISSUANCE OF BUILDING PERMIT



LOCATION MAP SCALE: 1" = 1000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

CORONADO SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 1 IN THE CENTRAL EAST OF HIDALGO COUNTY ON THE EAST SIDE OF VICTORIA ROAD. 365.80 FEET NORTH OF CYPRESS DRIVE., THE ONLY NEARBY MUNICIPALY IS THE CITY OF DONNA ACCORDING TO THE MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 15,848 /2005 CENSUS), CORONADO SUBDIVISION LIES APPROXIMATELY 1½ MILES FROM THE CITY LIMITS OF DONNA AND LIES WITHIN THE CITY'S 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

METES AND BOUNDS

A 0.50 ACRE TRACT OF LAND BEING ALL OF LOT 2, VICTORIA GARDENS SUBDIVISION No. 2, ACCORDING TO THE MAP RECORDED IN VOLUME 41, PAGE 176, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A ½" IRON ROD FOUND ON THE EAST R.O.W. LINE OF VICTORIA ROAD FOR THE NORTHWEST CORNER OF LOT 2 AND THE NORTHWEST CORNER OF THIS TRACT;

THENCE: S 89°53'E, ALONG THE NORTH LINE OF LOT 2, A DISTANCE OF 193.00 FEET TO A ½" IRON ROD FOUND FOR THE NORTHEAST CORNER OF LOT 2 AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE: S 00°07'W, ALONG THE EAST LINE OF LOT 2, A DISTANCE OF 113.00 FEET TO A ½" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 2 AND THE SOUTHEAST CORNER OF THIS TRACT;

THENCE: N 89°53'W, ALONG THE SOUTH LINE OF LOT 2, A DISTANCE OF 193.00 FEET TO A ½" IRON ROD FOUND ON THE EAST R.O.W. LINE OF VICTORIA ROAD FOR THE SOUTHWEST CORNER OF LOT 2 AND THE SOUTHWEST CORNER OF THIS TRACT;

THENCE: N 00°07'E, ALONG THE EAST R.O.W. LINE OF VICTORIA ROAD AND THE WEST LINE OF LOT 2, A DISTANCE OF 113.00 FEET TO THE POINT OF BEGINNING AND CONTAINING A 0.50 OF AN ACRE OF LAND MORE OR LESS.

CITY COUNCIL'S CERTIFICATION

THE PLAT OF CORONADO SUBDIVISION HAS BEEN CONSIDERED IN THE CITY COUNCIL OF THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED.

DATE THIS 6th DAY OF May 2014.

ATTESTED: _____ MAYOR

BY: Martha Alvarado CITY SECRETARY

PLANNING AND ZONING COMMISSION'S CERTIFICATION

THE PLAT OF CORONADO SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF DONNA, TEXAS, AND IS HERE APPROVED BY SUCH COMMISSION;

DATE THIS 6th DAY OF May 2014.

ATTESTED: Norma G. Garcia PLANNING BOARD CHAIR PERSON

BY: Laura B. Salinas SECRETARY

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	AMADOR CORONADO	3105 ISABEL DRIVE	DONNA, TEXAS, 78537	(956) 650-4839
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX. 78537	(956) 784-0218
SURVEYOR:	HOMERO L. GUTIERREZ	2800 SAN DIEGO	MISSION, TEXAS 78572	(956) 583-5479

DATE OF PREPARATION: APRIL 2, 2014

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET, DONNA, TEXAS, 78537
FIRM NO. F-9050
PH. (956) 784-0218
E-MAIL:NAINENGINEERING@YAHOO.COM

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

WE, AMADOR CORONADO AND LORENA CASTANO OWNERS OF THE 0.50 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "CORONADO SUBDIVISION" HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK AND EASEMENTS SHOWN HEREIN.
WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTION TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTION TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTION PROVIDED TO THE LOTS MEET, OR WILL MEET, MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT IS TRUE AND COMPLETE.

Amador Coronado
OWNER: AMADOR CORONADO
ADDRESS: 3105 ISABEL DRIVE
DONNA, TEXAS. 78537

Lorena Castano
OWNER: LORENA CASTANO
ADDRESS: 3105 ISABEL DRIVE
DONNA, TEXAS. 78537

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED AMADOR CORONADO AND LORENA CASTANO PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 30th DAY OF APRIL, 2014

LEONOR ARRATIA
Notary Public, State of Texas
My commission expires
December 19, 2014

NOTARY PUBLIC, FOR THE STATE OF TEXAS

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 DRAINAGE DISTRICT NO.1
BY: _____

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CORONADO SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARMENT ON _____

HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER _____ DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, HOMERO LUIS GUTIERREZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SU PERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

Homero Luis Gutierrez, PPLS 6482 (SEAL)
HOMERO LUIS GUTIERREZ
REGISTERED PROFESSIONAL LAND SURVEYOR No. 2791
2800 SAN DIEGO
MISSION, TEXAS 78572

STATE OF TEXAS
REGISTERED
HOMERO LUIS GUTIERREZ
2791
PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, GUILLERMO A. ARRATIA, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

Guillermo A. Arratia, P.E.
GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER No. 94001 4/30/14
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED PROFESSIONAL ENGINEER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE CORONADO SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2014.

HIDALGO COUNTY JUDGE _____ DATE

ATTEST: _____
HIDALGO COUNTY CLERK _____ DATE

SHEET 1 OF 2

INDEX TO SHEET OF CORONADO SUBDIVISION

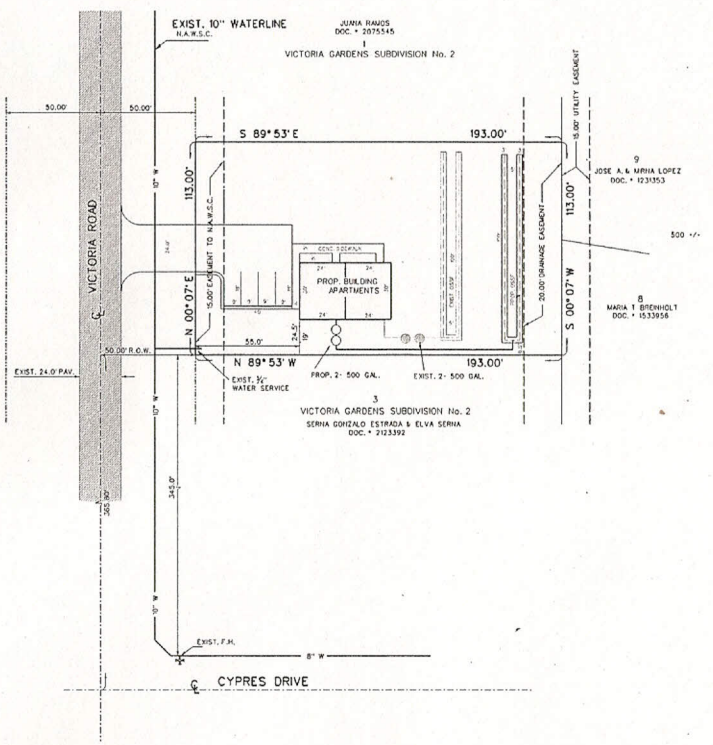
SHEET 1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION; METES AND BOUNDS; SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; DONNA IRR DISTRICT NO. 1 CERTIFICATE OF APPROVAL; REVISION NOTES; H.C.H.D.
SHEET 2	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; CONSTRUCTION DETAILS

CORONADO SUBDIVISION

A 0.50 ACRE TRACT OF LAND BEING ALL OF LOT 2, VICTORIA GARDENS SUBDIVISION No. 2, ACCORDING TO THE MAP RECORDED IN VOLUME 41, PAGE 176, MAP RECORDS, HIDALGO COUNTY, TEXAS.

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE DISTRIBUCION DE AGUA

SC: 1" = 30'



SUBDIVIDER CERTIFICATION:

1.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOT MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOT OR SEPTIC TANK MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.- WE AMADOR CORONADO AND LORENA CASTANO SUBDIVIDERS OF CORONADO SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPL WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

Amador Coronado
OWNER: AMADOR CORONADO
ADDRESS: 3105 ISABEL DRIVE
DONNA, TEXAS. 78537

Lorena Castano
OWNER: LORENA CASTANO
ADDRESS: 3105 ISABEL DRIVE
DONNA, TEXAS. 78537

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED AMADOR CORONADO AND LORENA CASTANO PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20th DAY OF June, 2014

LEONOR ARRATIA
NOTARY PUBLIC
State of Texas
Comm. Exp. 12-19-2014

NOTARY PUBLIC, FOR THE STATE OF TEXAS

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY-DESCRIPTION, COST, AND OPERABILITY DATE:

CORONADO SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY N.A.W.S.C. HAS AN EXISTING 10" DIAMETER WATERLINE RUNNING ALONG THE EASTRIGHT-OF-WAY OF VICTORIA ROAD. WATER DISTRIBUTION FOR CORONADO SUBDIVISION CONSIST OF AN EXISTING ¾" DIAMETER WATER SERVICE

SEWAGE FACILITIES- DESCRIPTION, COSTS, AND OPERABILITY DATES:

SEWAGE FROM CORONADO SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENTS SEPTIC TANK AND A DRAIN FIELD ON THIS LOT. THE SITE EVALUATOR JOSE A GONZALEZ REG. # 12258, HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENTS DRAIN FIELD.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST ½ ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE SOIL IS A TEXTURE CLASS IS SANDY LOAM BLOCKY EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE ESTIMATED COST TO INSTALL THE SEPTIC SYSTEMS ON THIS LOT IS $ 1,500.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL, WITH THE FILING OF THIS PLAT, THE SUBDIVIDER IS PROVIDING ADEQUATE FINANCIAL GUARANTEES OF PERFORMANCE IN THE FORM OF A AGASHIERS CHECK OR PERSONAL CHECK REPRESENTING A "CASH DEPOSIT TO BE HELD BY THE COUNTY OF HIDALGO IN ESCROW IN THE AMOUNT OF $ 1,500.00 WHICH IS THE ESTIMATED TOTAL COST TO INSTALL A SEPTIC TANK SYSTEM ON EACH LOT. THE SUBDIVIDER WILL INCLUDE THE COST OF A SEPTIC TANK SYSTEM IN THE SALE PRICE OF THE LOT.

AT ANY TIME AFTER THE LOT IS SOLD, THE PURCHASER MAY INITIATE INSTALLATION OF AN OSSF SYSTEM BY WRITTING OR CALLING THE SUBDIVIDER. SUBDIVIDER SHALL BE RESPONSIBLE TO FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMITTO INSTALL AN OSSF. THE OSSF SYSTEM SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE.

THERE IS AN EXISTING SEPTIC TANK SYSTEM IN THIS SUBDIVISION

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COST TO INSTALL THE WATER DISTRIBUTION SYSTEM AND ONSITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

SEWAGE FACILITIES - SEPTIC SYSTEM IS ESTIMATED TO COST $ 1,500.00 FOR THIS SUBDIVISION

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH

PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO

LA SUBDIVISION DE CORONADO SUBDIVISION RECIBIRA SU PROVISION DE AGUA DE NORTH ALAMO WATER SUPPLY. EL SISTEMA DE PROVISION DE AGUA PARA LA SUBDIVISION DE CORONADO SUBDIVISION CONSISTE DE UN CONDUCTO DE AGUA EXISTENTE DE 10 PULGADAS DE DIAMETRO QUE PASA POR EL LADO ESTE DEL DERECHO DE VIA (RIGHT-OF-WAY) DE LA CARRETERA VICTORIA ROAD YA EXISTE UN SERVICIO DE ¾DE PULGADA PARA ESTA SUBDIVISION

DRENAJE: DESCRIPCION, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISION.

SE INSTALARAN TRES SYSTEMAS SEPTICOS EN ESTE LOTE. ESTOS SYSTEMAS SEPTICOS CONSISTE DE UN TANQUE SEPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR JOSE A GONZALEZ REG. #12258 HA EVALUADO EL AREA DONDE SE ENCUENTRA LA SUBDIVISION Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSA SEPTICAS (OSSF). EL REPORTE FUE APROVADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGUN EL REPORTE.

CADA LOTE EN LA SUBDIVISION HOE MEDIO ACRE. SE HICIERON DOS EXCAVACIONES DE EVALUACION EN LOS LUGARES OPUESTOS EN LA SUBDIVISION (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA AREA ES SIGNIFICANTEMENTE UNIFORME) EL TERRENO ES UNIFORME (TERRENO ARCILLOSO Y SUELO FRANCO) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA AREA FLUYE BIEN.

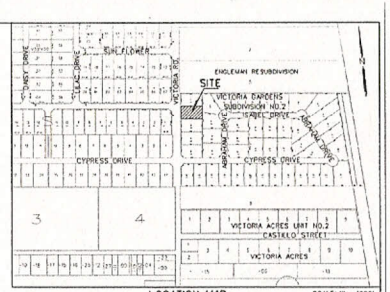
EL COSTO TOTAL PARA LA INSTALACION DE LOS SISTEMAS INDIVIDUAL DE FOSAS SEPTICAS PARA EL SOLAR SON $ 1,500.00 DOLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS NINGUNA FOSAS SEPTICAS HA SIDO INSTALADA EN EL PROCESO DE LA APROVACION FINAL.

EN CUALQUIER MOMENTO DESPUES QUE EL TERRENO SEA VENDIDO, EL COMPRADOR PUEDE INICIAR LA INSTALLACION DE UN SISTEMA SEPTICO ESCRIBIENDO O LLAMANDO AL DUENO DE LA SUBDIVISION Y ENTONCES ARCHIVANDO EN EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO UNA APLICACION PARA UN PERMISO DE CONSTRUIR PARA UN SISTEMA SEPTICO. LAS FOSAS SEPTICAS DEBEN DE ESTAR INSTALLADAS ANTES QUE EL CONDADO DE HIDALGO PUEDA APROBAR LA AUTORIZACION DE LUZ Y AGUA.
YA EXISTE UN SISTEMA SEPTICO EN ESTA SUBDIVISION

CERTIFICATION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES) ADOPTADAS EL LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

DENAJE: SE ESTIMA QUE LAS FOSAS SEPTICAS COSTARAN $ 1,500.00
PARA LA SUBDIVISION.



LOCATION MAP SCALE: 1"= 1000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

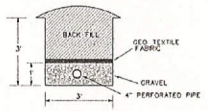
CORONADO SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 1 IN THE CENTRAL EAST OF HIDALGO COUNTY ON THE EAST SIDE OF VICTORIA ROAD. 365.80 FEET NORTH OF CYPRESS DRIVE. THE ONLY NEARBY MUNICIPALY IS THE CITY OF DONNA ACCORDING TO THE MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 15,846 /2005 CENSUS). CORONADO SUBDIVISION LIES APPROXIMATELY ½ MILES FROM THE CITY LIMITS OF DONNA AND LIES WITHIN THE CITY'S 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021

SEPTIC TANK CAPACITY

APARTMENTS 2 BEDROOMS EACH = 250 GALLONS / DAY
V= 750 GALLONS = PROP. 2- 500 GALLONS

SOIL ABSORPTION AREA

AREA = Q / Ra
Area = 225 / 0.20 = 900 S.F.
L' = A / W' = 2
L = 900 / 3=2
L= 180 LF
PROPOSED 200 LF



TRENCH DETAIL
N.T.S.

COST ESTIMATE:

STREET PAVING:	$ 000.00
WATER SUPPLY SYSTEM	$ 000.00
SEPTIC TANK SYSTEM	$ 1,500.00
DRAINAGE	$ 000.00

GUILLERMO A. ARRATIA, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 94001 6/20/14
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED PROFESSIONAL ENGINEER

SHEET 2 OF 3

INDEX TO SHEET OF CORONADO SUBDIVISION

SHEET 1	HEADING: INDEX LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; DONNA ISD DISTRICT NO. 1 CERTIFICATE OF APPROVAL; REVISION NOTES. H.C.W.D.
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION); INCLUDING DESCRIPTION OF WATER AND WASTE WATER, AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); TYPICAL WATER SERVICE CONNECTION; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
SHEET 3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; CONSTRUCTION DETAILS

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	AMADOR CORONADO	3105 ISABEL DRIVE	DONNA, TEXAS, 78537	(956) 650-4889
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX 78537	(956) 784-0218
SURVEYOR:	HOMERO L. GUTIERREZ	2500 SAN DIEGO	MISSION, TEXAS 78572	(956) 583-5478

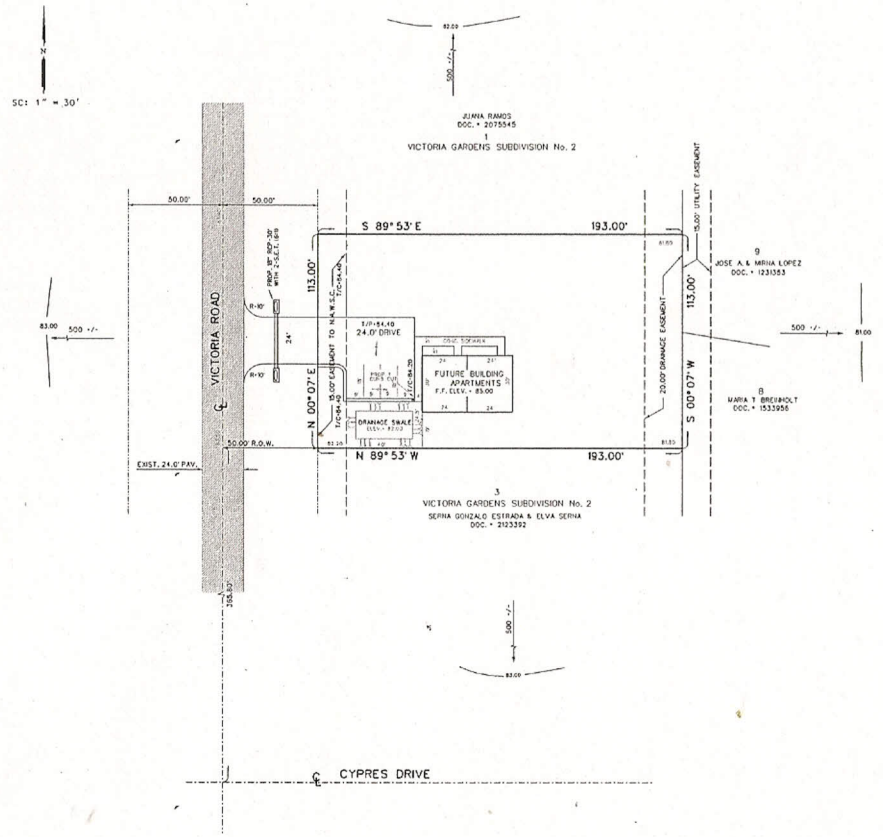
DATE OF PREPARATION: APRIL 2, 2014

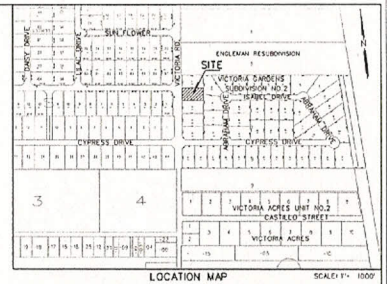
NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
FIRM NO. F-9050
526 N. 5TH STREET
DONNA, TEXAS. 78537
PH. (956) 784-0218
E-MAIL: NAINENGINEERING@YAHOO.COM

MAP OF TOPOGRAPHY AND DRAINAGE
MAPA DE TOPOGRAFIA Y DRENAJE

CORONADO SUBDIVISION

A 0.50 ACRE TRACT OF LAND BEING ALL OF LOT 2, VICTORIA GARDENS SUBDIVISION No. 2, ACCORDING TO THE MAP RECORDED IN VOLUME 41, PAGE 176, MAP RECORDS, HIDALGO COUNTY, TEXAS.





LOCATION MAP SCALE 1"= 1000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

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DRAINAGE REPORT:

APRIL 05, 2014
DRAINAGE REPORT:
BY: GUILLERMO A. ARRATIA, P.E.

CORONADO SUBDIVISION
HIDALGO COUNTY, TEXAS

PROJECT LOCATION:
THE PROPERTY IS LOCATED ON THE EAST SIDE OF VICTORIA ROAD, 365.80 FEET NORTH OF CYPRESS DRIVE.

FLOOD PLAIN:
THE SUBJECT TRACT LIES IN ZONE "X"+
AREAS DETERMINED TO BE OUT SIDE 500 YEAR FLOOD PLAIN
C.P.N. 480334 0450 C
MAP REVISED: JUNE 6, 2000
REVISED TO REFLECT LOMR DATED: MAY 30, 2002

SOIL CONDITIONS:
A REVIEW OF THE SOIL SURVEY OF HIDALGO COUNTY INDICATES THE SUBJECT TRACT LIES IN AN AREA OF PREDOMINANTLY HIDALGO SANDY CLAY LOAM SOIL THAT HAS A POOR LOW SHRINK-SWALE POTENTIAL AND IS LISTED IN HYDROLOGICAL GROUP B.

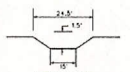
EXISTING CONDITIONS:
THE SUBJECT TRACT IS CURRENTLY UNDEVELOP, THE EXISTING TERRAIN HAS A GRADE OF APPROXIMATELY 0.1% EXISTING RUNOFF (0.37CFS) FROM THE SITE IS BY FORM OF SHEET FLOW RUNS TOWARDS THE NORTH SIDE OF THIS TRACT.

PROPOSED CONDITIONS:
THE PROPOSED CONDITIONS FOR THIS SUBJECT TRACT CONSIST OF ONE LOT FOR MULTI-FAMILY USE. THE STORM SEWER RUNOFF AFTER DEVELOPMENT TO BE 1.1 CFS, HAVE CALCULATED THAT 1,377 CF OF STORM SEWER FOR A 10-YEAR DESIGN FREQUENCY AND WILL BE DETAINED WITHIN THE PROPERTY BY A DRAINAGE EXISTING NATURAL LOW AREAS, AND OUTFALLING INTO THE RE-GRADED ROAD SIDE DITCH. DRAINAGE PLAN TO BE APPROVED BY THE COUNTY OF HIDALGO AT THE TIME OF ISSUANCE OF BUILDING PERMIT.

CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN A
THE SUBJECT TRACT LIES IN ZONE "X"+
AREAS DETERMINED TO BE OUT SIDE 500 YEAR FLOOD PLAIN
C.P.N. 480334 0450 C
MAP REVISED: JUNE 6, 2000
REVISED TO REFLECT LOMR DATED: MAY 30, 2002
BASED ON GRAPHICAL REPRESENTATION ON DATE SIGN.

Guillermo A. Arratia, P.E.
GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER NO. 94001 4/20/14
526 N. 5TH ST.
DONNA, TEXAS, 78537

STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED
PROFESSIONAL ENGINEER



SWALE DETAIL
N.T.S.

DRAINAGE DETENTION REQUIRED: 1,377 CF
DRAINAGE DETENTION CAPACITY: 2,400 CF
DETENTION AREA TO BE MAINTAINED BY LOT OWNER

SHEET 3 OF 3

INDEX TO SHEET OF CORONADO SUBDIVISION

-	HEADING: INDEX, LOCATION MAP AND ETJ, PRINCIPAL CONTACTS;
SHEET 1	PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION, LIMITES AND BOUNDS; SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.O.D. CERTIFICATION; DONNA ISD DISTRICT No. 1 CERTIFICATE OF APPROVAL; REVISION NOTES, H.C.M.D.
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REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	AMADOR CORONADO	3105 ISABEL DRIVE	DONNA, TEXAS, 78537	(956) 650-4889
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX 78537	(956) 784-0218
SURVEYOR:	HOMERO L. GUTIERREZ	3600 SAN DIEGO	MISSION, TEXAS, 78572	(956) 583-5479

DATE OF PREPARATION: APRIL 2, 2014

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
FIRM NO. F-9050
526 N. 5TH STREET
DONNA, TEXAS, 78537
PH. (956) 784-0218
E-MAIL: NAINENGINEERING@YAHOO.COM

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

ORDER CLOSING, ABANDONING AND VACATING 2.50 ACRES OF ROADWAY BEING A PART OF ENGELMAN ROAD, A COUNTY ROAD

WHEREAS, the Commissioners Court of Hidalgo County, on the _____day of _____ 2014, at a duly called and noticed meeting of the Hidalgo County Commissioners Court at which a quorum was present came to be heard facts and information concerning closing, abandoning and vacating a 2.50 acre tract being a portion of a public road situated between Block Nos. 10, 11,14 and 15, Block 96, Missouri-Texas Land and Irrigation Company's Subdivision, recorded in Volume 1, Page 29 of the Hidalgo County Map Records (the "Road") and is being more particularly described by meets and bounds attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the Commissioners Court has determined it has no purpose or use for the Road; that such Road is not currently in use; that there is no foreseeable need or use in the future for the Road;

NOW THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED that the Commissioners Court of Hidalgo County based on the facts presented, does hereby unanimously agree to abandon, close and vacate the Road as described in Exhibit "A".

BE IT FURTHER ORDERED that, in accordance with Texas Transportation Code Section 251.058 (b), title to the portion of the public road that is closed, abandoned, and vacated to the center line of the road vests on the date this Order is signed by the County Judge in the owners of the property that abut the portion of the road being closed, abandoned and vacated. According to the Official Records of Hidalgo County, title to the portion of the Road to the center line of the Road on both sides of the Road being closed, abandoned and vacated is vested in Engleman Irrigation District whose address is 12003 E. Monte Cristo Road, Elsa, Texas 78543. A copy of this Order shall be filed in the deed records of Hidalgo County and serves as the official instrument of conveyance from Hidalgo County to the above described owner of the abutting properties.

WHEREUPON, Commissioner _____ moved for the adoption of said Order, said Motion being seconded by Commissioner _____ and duly adopted by all members of the Court present voting "aye".

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

March 31, 2014

METES AND BOUNDS DESCRIPTION
2.50 AC. OUT OF LOTS 10, 11, 14 AND 15 BLOCK 96
MISSOURI-TEXAS LAND AND IRRIGATION
HIDALGO COUNTY, TEXAS

A tract of land containing 2.50 acres [108,885 square feet] situated in the County of Hidalgo, Texas, being a part or portion of the Engelman Road right-of-way in Lots 10, 11, 14 and 15, Block 96, Missouri-Texas Land and Irrigation Company's Subdivision, according to the plat thereof recorded in Volume 1, Page 29, Hidalgo County Map Records, said 2.50 acres [108,885 square feet] also being more particularly described as follows:

COMMENCING at the Southeast corner of Lot 14 and the Southwest corner of Lot 15, Block 96;

THENCE, N 08° 57' 25" E along the East line of said Lot 15 and the West line of said Lot 16, Block 96, a distance of 42.73 feet;

THENCE, N 80° 30' 45" W along the North right-of-way line of Montecristo Road-FM 1925, a distance of 10.1 feet to the Southwest corner and POINT OF BEGINNING of this herein described tract;

1. THENCE, N 08° 57' 25" E along the West right-of-way line of Engelman Road, at a distance of 1701.94 feet pass the North line of said Lot 14 and the South line of said Lot 11, Block 96, continuing a total distance of 2721.94 feet to the Northwest corner of this tract;

2. THENCE, S 81° 02' 35" E along the South line of the Hidalgo County Drainage District No. 1 South Main Drain Ditch right-of-way, at a distance of 10.10 feet pass a No. 4 rebar found, at a distance of 20.00 feet pass the East line of said Lot 11 and the West line of said Lot 10, Block 96, continuing a total distance of 40.00 feet to a No. 4 rebar found for the Northeast corner of this tract;

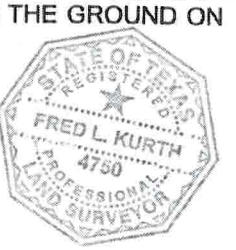
3. THENCE, S 08° 57' 25" W along the East right-of-way line of Engelman Road, at a distance of 1020.00 feet pass the South line of said Lot 10 and the North line of said Lot 15, Block 96, continuing a total distance of 2722.31 feet to a No. 4 rebar found for the southeast corner of this tract;

4. THENCE, N 80° 30' 45" W along the North right-of-way of Montecristo Road-F.M. 1925, at a distance of 20.00 feet pass the West line of said Lot 15 and the East line of said Lot 14, Block 96, at a distance of 30.10 feet pass a cotton picker spindle found, continuing a total distance of 40.00 feet to the POINT OF BEGINNING, and containing 2.50 acres [108,885 square feet] of land, more or less.

I, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 09-26-2013 UNDER MY DIRECTION AND SUPERVISION.

Fred L Kurth 3-31-14

FRED L. KURTH, R.P.L.S. #4750 DATE:



Z:\SURVEY\2013\14003.33\M&B\2.50 AC.

AI-45438 **Precinct #1 16. A.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted For: Commissioner AC Cuellar, Jr. **Submitted By:** Mari Gutierrez, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

1. Authorization and approval of name change as recommended by LRGVDC 911
   Proposed name: HILLTOP SR.

2. Authorization and approval of name change as recommended by LRGVDC 911
   Proposed name: JAIME CAVAZOS ST.

BACKGROUND

1. The Proposed street name is to rename the existing caliche/dirt road in the community of Mercedes that runs east from FM 491 to resident's property

2. The Proposed street name is to rename the existing Yates St. from Second Street to Fifth St. in the Community of Monte Alto

Attachments

911 Address Change

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/10/2014 02:26 PM
Obdett Calzada	Obdett Calzada	07/18/2014 12:02 PM
Rosalinda Cantu	Rosie Cantu	07/18/2014 03:44 PM
Purchasing Department	Monica Badillo	07/18/2014 05:26 PM

Form Started By: Mari Gutierrez Started On: 07/10/2014 11:37 AM

Final Approval Date: 07/18/2014

Lower Rio Grande Valley Development Council

Cris Boswell, Harlingen, Harlingen ..... President
Mayor Tony Martinez, Brownsville ..... 1st Vice-President
Mayor James E. Darling, McAllen ..... 2nd Vice President
Mayor Celeste Sanchez, San Benito ..... Secretary
Mayor Pro-tem Armando Garza, Jr., San Juan ..... Treasurer
Hon. Norma G. Garcia, Member-at-Large ..... Immediate Past President

BOARD MEMBERS

Sofia Benavides
Commissioner, Cameron County

Hector "Tito" Palacios
Commissioner, Hidalgo County

John F. Gonzales
Judge, Willacy County

Pilar Garza
Commissioner, Alamo

David S. Simmons
Mayor, Donna

Daniel A. Guzman
Commissioner, Edcouch

Homer Jasso, Jr.
Council Member, Edinburg

Victor Gonzalez Jr.
Mayor, La Feria

Rosa Perez
Alderwoman, La Villa

Henry Hinojosa
Mayor, Mercedes

Norie Gonzalez Garza
Mayor Pro-Tem, Mission

Leo "Polo" Palacios, Jr.
Mayor, Pharr

John R. Cuellar
Mayor Pro-tem, Weslaco

Stella E. Garcia Ph.D
TSTC Harlingen

Roberto Loredo
Donna I.S.D.

Ronald Mills
Willacy Navigation District

Troy Allen
Delta Lake Irrigation District

Mayor Pro-Tem Eddy Gonzalez
Member-At-Large

Don Medina
Member-At-Large

Arturo Ramirez
Grassroots Organizations

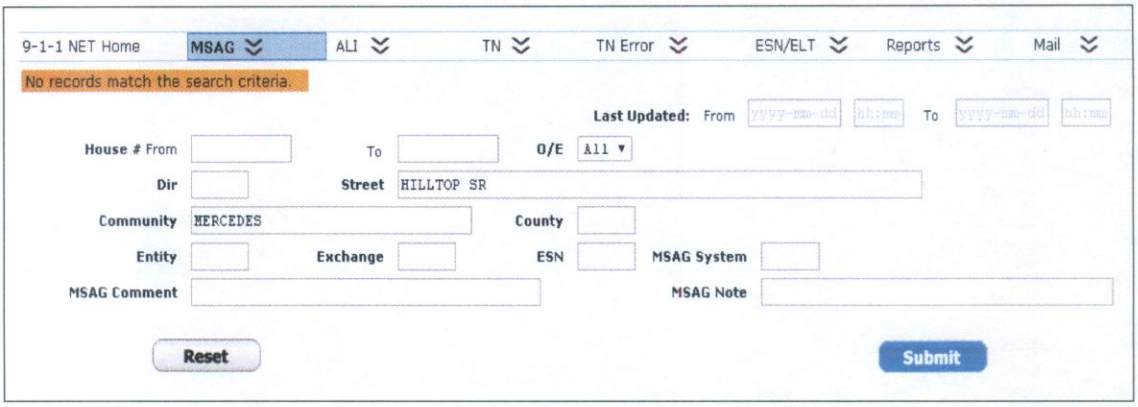
EXECUTIVE DIRECTOR
Kenneth N. Jones, Jr.

June 23, 2014

A.C. Cuellar Jr.
Hidalgo County Precinct 1
1902 Joe Stephens Ave
Weslaco, TX 78596

The LRGVDC 9-1-1 Department acknowledges the County's notification on the following: **PRPOSED NAME: HILLTOP SR** – to name a caliche/dirt road in the community of Mercedes that runs east from FM 491 to resident's property.

A query was done on the state 9-1-1 database and found no match for the proposed name in the system. It is recommended for the proposed street name to be utilized for naming the street/road specified.



ACKNOWLEDGED ON: June 23, 2014
RESEARCHED BY: Maggie Garza
TITLE: Planner II

Lower Rio Grande Valley Development Council

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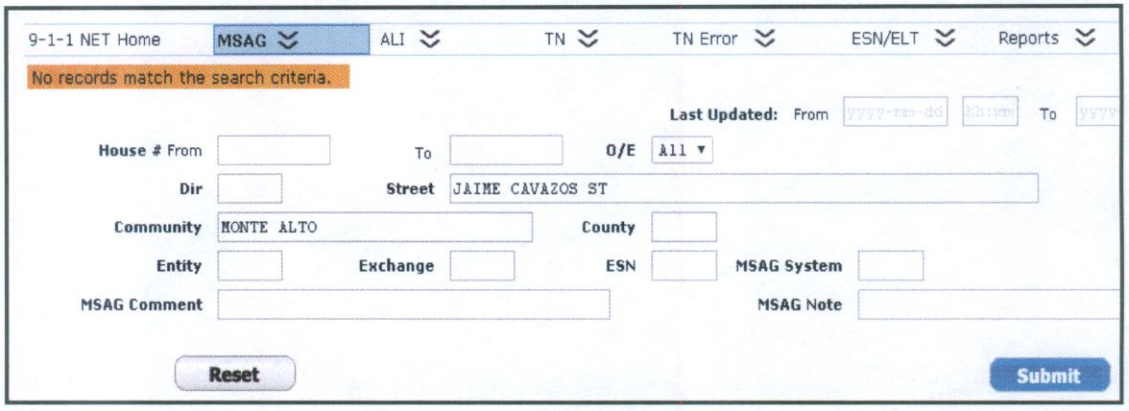
June 23, 2014

A.C. Cuellar Jr.
Hidalgo County Precinct 1
1902 Joe Stephens Ave
Weslaco, TX 78596

The LRGVDC 9-1-1 Department acknowledges the County's notification on the following: **PRPOSED NAME: JAIME CAVAZOS ST** – to rename Yates St from Second Street to Fifth St in the community of Monte Alto

A query was done on the state 9-1-1 database and found no match for the proposed name in the system. It is recommended for the proposed street name to be utilized for renaming the street/road specified.



ACKNOWLEDGED ON: June 23, 2014
RESEARCHED BY: Maggie Garza
TITLE: Planner I

AI-45591 **Precinct #4** **17. A.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Resolution in honor of Cindy Gutierrez

BACKGROUND

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/18/2014 01:13 PM
Purchasing Department	Monica Badillo	07/18/2014 05:26 PM

Form Started By: Monica Badillo Started On: 07/18/2014

Final Approval Date: 07/18/2014

RESOLUTION IN HONOR OF CINDY GUTIERREZ

WHEREAS, Cindy Gutierrez, born and raised in Pharr, Texas, was named the "2014 Administrative Professional of the Year" for the Boys and Girls Club of Edinburg at The Professional Association Conference on Wednesday, April 30, 2014 in San Francisco, California; and

WHEREAS, Mrs. Gutierrez, competed against thousands of administrators from across the United States, was selected based on her superior leadership skills, project coordination experience, excellent communication skills and outstanding service to the Boys & Girls Club and the community of Edinburg; and

WHEREAS, An employee of the Boys & Girls Club of Edinburg Rio Grande Valley for four years, Mrs. Gutierrez has been a member of numerous organizations, including Loaned Executive for United Way of South Texas, Ambassador for Edinburg Chamber of Commerce since 2011, and a graduate of Edinburg Leadership Class XXII; and

WHEREAS, Through her efforts, Cindy Gutierrez has distinguished herself as an essential and valued member of the community and her actions make her a positive role model for her peers. Her remarkable accomplishments point her to an even brighter future, and it is indeed fitting at this time to recognize her for her many contributions to the Boys & Girls Clubs of Edinburg RGV and the community of Hidalgo County.

Now, therefore, be it RESOLVED that the Hidalgo County Commissioners Court hereby recognizes and honors Cindy Gutierrez for her selection as the "2014 Administrative Professional of the Year."

Approved this 22nd day of July, 2014.

RAMON GARCIA
County Judge

A.C. CUELLAR, JR.
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-45314 **Budget and Management 18. A.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted For: Precinct No.4 **Submitted By:** Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Discussion, consideration, acceptance and approval of Advance Funding Agreement between Hidalgo County and Texas Department of Transportation for North Alamo Road from FM 1925 to 0.5 miles North project (CSJ: 0921-02-311) with authority for the County Judge to sign the agreement.

2. Approval to issue check payable to Texas Department of Transportation Trust Fund in the amount of $34,200.00 to cover the estimated share of Preliminary Engineering and Right of Way associated with this project and with the County Treasurer to issue check after review and processing procedures are completed by the County Auditor.

BACKGROUND

(2) Original Agreements will need to be signed by the County Judge

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1315-431-00-124-150-0-841

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

BUDGETARY IMPACT:

Reference PO#684964 WA#2 Preliminary Engineering includes North Alamo Road which is 100% local participation.
(Estimated cost is $133,040.00)

Funding needed for the AFA minus the Preliminary Engineering is $91,910.00, of which $86,900.00 will be coming from a reduction in Supplemental Agreement No.3 to Work Authorization No.1 (AI-45598), which will be processed as soon as monies become available and transferred to the North Alamo Road project.

Also, please reference AI-45604, interfund transfer for $5,010.00, in addition to the $86,900.00, to bring funding to $91,910.00

Attachments

AFA North Alamo

Form Review

Inbox	Reviewed By	Date
Sylvia Solis	Sylvia Solis	07/14/2014 08:07 AM

Roland Garcia (Originator)	Rolando Garcia	07/18/2014 04:12 PM
Budget & Management	Debbie Tamez	07/18/2014 04:15 PM
Purchasing Department	Monica Badillo	07/18/2014 05:26 PM

Form Started By: Rolando Garcia Started On: 07/02/2014 09:55 AM

Final Approval Date: 07/18/2014

Texas Department of Transportation
125 EAST 11TH STREET | AUSTIN, TEXAS 78701-2483 | (512) 463-8588 | WWW.TXDOT.GOV

June 24, 2014

Honorable Ramon Garcia
Hidalgo County Judge
P.O. Box 1356
Edinburg, Texas 78540

RE: Advance Funding Agreement (AFA)
North Alamo Road from FM 1925 to 0.5 miles North
CSJ# 0921-02-311

Dear Judge Garcia:

Enclosed please find two originals of the revised Advance Funding Agreement (AFA). Per the County's request we have revised Attachment C to separate and identify the Construction Direct State Cost (DSC) for state review and oversight and the reimbursable Construction Engineering & Contingencies. Attached for your signature are two originals of the AFA.

Please sign and return both originals, along with the County's resolution authorizing the AFA, to the attention of Mr. Homero Bazan, Jr., our Director of Transportation Planning and Development, at 600 West Expressway 83, Pharr, Texas 78577 for further processing. Please also include a check for $34,200, made payable to the Texas Department of Transportation Trust Fund, to cover the County's estimated share of Preliminary Engineering (PE) and Right of Way DSC associated with this project. Please contact Mr. Bazan or me at 702-6100 if you have any questions regarding this submission.

Sincerely,

Toribio Garza, Jr., P.E.
Pharr District Engineer

Enclosure

cc: Pedro R. Alvarez, P.E., Deputy District Engineer
Homero Bazan, Jr., P.E., Director of Transportation Planning and Development
Hector Gonzalez, Interim Pharr Area Engineer
Margil Maldonado, P.E., Project Manager
Project File

HIDALGO COUNTY
BUDGET OFFICE
2014 JUN 25 PM 3 03

CSJ # **0921-02-311**
RCSJ # **0921-02-330**
District # **21 – Pharr**
Code Chart 64 # **50109**
Project: **North Alamo Road from FM 1925 to 0.5 Miles North**
Federal Highway Administration
CFDA # **20.205**
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For A
SURFACE TRANSPORTATION PROGRAM - METROPOLITAN MOBILITY AND REHABILITATION PROJECT OFF-SYSTEM

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the **Hidalgo County**, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **113675**, authorizing the State to undertake and complete a highway improvement generally described as the construction of a **2 lane rural roadway on North Alamo Road, along a new location from FM 1925 to 0.5 miles north** called the "Project"; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment "A" for the improvement covered by this agreement. A map showing the Project location appears in Attachment "B," which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this agreement, it is agreed as follows:

AGREEMENT

1. **Period of the Agreement**
   This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. **Scope of Work**
   The design and construction of a two lane rural roadway on North Alamo Road, along a new location from FM 1925 to 0.5 miles north, as shown on Attachment "B".

3. **Local Project Sources and Uses of Funds**
   - **A.** The total estimated cost of the Project is shown in the Project Budget – Attachment "C", which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Governments, or other parties is shown in Attachment "C". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
   - **B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation.* The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
   - **C.** This Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
   - **D.** The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government

is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this agreement or approved otherwise in an amendment to this agreement.

F. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

G. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

H. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.

I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

J. The State will not pay interest on any funds provided by the Local Government.

K. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.

L. If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the amount of the fixed price or the incremental payment schedule.

M. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

N. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state

auditor with access to any information the state auditor considers relevant to the investigation or audit.

O. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

Q. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.

4. Termination of this Agreement

This agreement shall remain in effect until the project is completed and accepted by all parties, unless:

A. The agreement is terminated in writing with the mutual consent of the parties;

B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

6. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

7. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to

ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction.

Reimbursement for eligible compensable utility costs will be made to the Local Government in an amount not to exceed eighty percent (80%) of eligible compensable utility reimbursements. The Local Government will be responsible for one hundred percent (100%) of all utility adjustment costs exceeding the amount shown in Attachment C.

The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. **Environmental Assessment and Mitigation**
Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.
   - **A.** The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.
   - **B.** The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
   - **C.** The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
   - **D.** The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.
   - **E.** Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. **Compliance with Texas Accessibility Standards and ADA**
All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. **Architectural and Engineering Services**
The **Local Government** has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways,*

Streets and Bridges and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

11. Construction Responsibilities

A. The **Local Government** shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. The **Local Government** will use its approved contract letting and award procedures to let and award the construction contract.

C. Prior to their execution, the **State** will be given the opportunity to review contract change orders that will result in an increase in cost to the Local Government.

D. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

E. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

12. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

13. Right of Way and Real Property

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real

property purchased in accordance with the terms and provisions of this agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of The State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by The State prior to its execution. A copy of the executed agreement shall be provided to The State.

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
County Judge	Director of Contract Services Office
County of Hidalgo	Texas Department of Transportation
PO Box 1356	125 E. 11th Street
Edinburg, Texas 78740	Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records

The parties to this agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government,

and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Civil Rights Compliance

The Local Government shall comply with the regulations of the United States Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

24. Disadvantaged Business Enterprise (DBE) Program Requirements

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material*

breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it and its principles are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

26. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal 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 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.

B. 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 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.

27. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State

with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

28. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five (5) executives to the State if:
   i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

B. If threshold expenditures of $500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/inside-txdot/office/audit/contact.html.

C. If expenditures are less than $500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

30. Signatory Warranty
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Date

THE STATE OF TEXAS

_____
Janice Mullenix
Director of Contract Services
Texas Department of Transportation

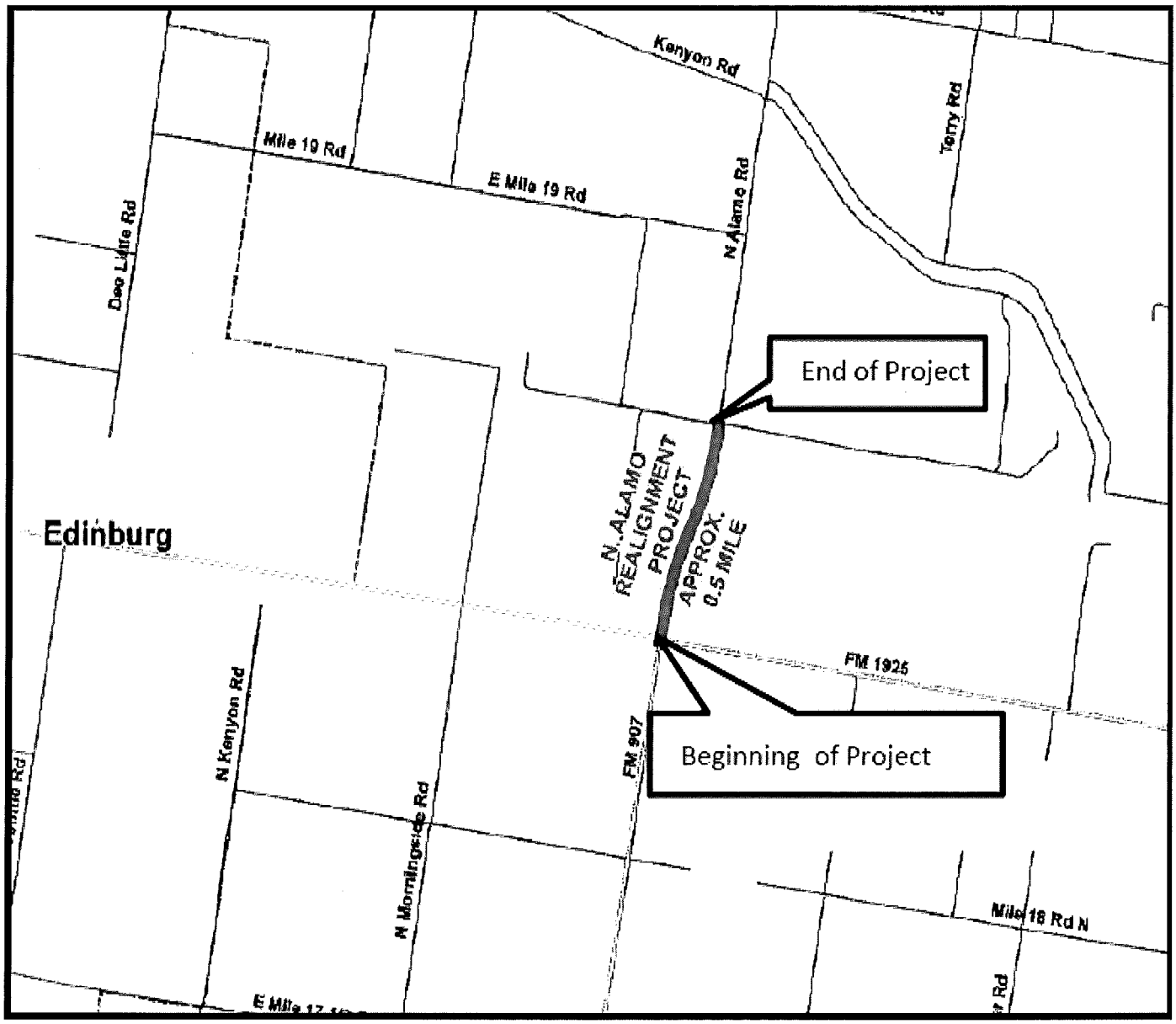
_____
Date

CSJ # **0921-02-311**
RCSJ # **0921-02-330**
District # **21 – Pharr**
Code Chart 64 # **50109**
Project: **North Alamo Road from FM 1925 to 0.5 Miles North**
Federal Highway Administration
CFDA # **20.205**
Not Research and Development

ATTACHMENT A
RESOLUTION OR ORDINANCE

CSJ # **0921-02-311**
RCSJ # **0921-02-330**
District # **21 – Pharr**
Code Chart 64 # **50109**
Project: **North Alamo Road from FM 1925 to 0.5 Miles North**
Federal Highway Administration
CFDA # **20.205**
Not Research and Development

ATTACHMENT B
LOCATION MAP SHOWING PROJECT



CSJ # **0921-02-311**
RCSJ # **0921-02-330**
District # **21 – Pharr**
Code Chart 64 # **50109**
Project: **North Alamo Road from FM 1925 to 0.5 Miles North**
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Not Research and Development

ATTACHMENT C
PROJECT BUDGET

This project has received a total of $1,004,981 Category 7, Metropolitan Mobility and Rehabilitation (7MM) funding. Category 7 is for Right Of Way (ROW), construction and construction direct state costs. For ROW, the federal participation is 80% and the local government participation is 20%. For construction and construction engineering and contingencies, considering an 89% Economically Disadvantaged County Program reduction to the project's construction cost, the federal participation is 80%, the state participation is 17.8% and the local government participation is 2.2%. The Local Government will be responsible for 100% of the Preliminary Engineering (PE), the Direct State Costs for PE, ROW and Construction, and all project cost exceeding the approved funding. The following is an estimated breakdown of the project costs and funding participation:

Description		Total Estimated Cost	Federal Participation		State Participation			Local Participation		
			%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Preliminary Engineering (by LG)		$ 133,040	0%	$ 0	0%	0%	$ 0	100%	100%	$ 133,040
Right of Way – Off System (by LG) Cat 7		$ 200,000	80%	$ 160,000	0%	0%	$ 0	20%	20%	$ 40,000
Construction (by LG) Cat 7		$ 703,040	80%	$ 562,432	0%	17.8%	$ 125,141	20%	2.2%	$ 15,467
Construction Engineering and Contingencies (by LG) Cat 7		$ 86,941	80%	$ 69,553	0%	17.8%	$ 15,475	20%	2.2%	$ 1,913
Subtotal		**$ 1,123,021**		**$ 791,985**			**$ 140,616**			**$ 190,420**
Direct State Costs for Prelim. Engineering **$33,000**	Environm. Direct State Costs (30%)	$ 9,900	0%	$ 0	0%	0%	$ 0	100%	100%	$ 9,900
	Right of Way Direct State Costs (10%)	$ 3,300	0%	$ 0	0%	0%	$ 0	100%	100%	$ 3,300
	Engineer. Direct State Costs (50%)	$ 16,500	0%	$ 0	0%	0%	$ 0	100%	100%	$ 16,500
	Utility Direct State Costs (10%)	$ 3,300	0%	$ 0	0%	0%	$ 0	100%	100%	$ 3,300
ROW Direct State Costs (Division review and oversight)		$ 1,200		$ 0	0%	0%	$ 0	100%	100%	$ 1,200
Construction Direct State Costs (State review and oversight of Construction Engineering) Cat 7		$ 15,000	80%	$ 12,000	0%	17.8%	$ 2,670	20%	2.2%	$ 330
Indirect State Costs (6.2%)		$ 43,588	0%	$ 0	100%	100%	$ 43,588	0%	0%	$ 0
Subtotal		**$ 92,788**		**$ 12,000**			**$ 46,258**			**$ 34,530**
TOTAL		**$ 1,215,809**		**$ 803,985**			**$ 186,874**			**$ 224,950**

CSJ # **0921-02-311**
RCSJ # **0921-02-330**
District # **21 -- Pharr**
Code Chart 64 # **50109**
Project: **North Alamo Road from FM 1925 to 0.5 Miles North**
Federal Highway Administration
CFDA # **20.205**
Not Research and Development

Initial payment by the Local Government to the State:	**$ 34,200**
Payment by the Local Government to the State before construction:	**$ 330**
Estimated total payment by the Local Government to the State:	**$ 34,530**

This is an estimate. The final amount of Local Government participation will be based on actual costs.

AI-45441 **Budget and Management 18. B.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted For: Sergio Cruz **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Sanitation Program
1. Approval of Order creating a Solid Waste Disposal Program and assessment of a $25.00 quarterly fee for rural and unincorporated residents of Hidalgo County.
2. Approval of the Countywide Solid Waste Citizen Collection Station Rules.

BACKGROUND

Attachments

legal
guidelines
order

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	07/18/2014 05:26 PM

Form Started By: Sylvia Solis Started On: 07/10/2014 01:19 PM

Final Approval Date: 07/18/2014

Zimbra **marianella.canton@co.hidalgo.tx.us**

Fwd: Order and Proposed Rules & Guidelines

From : Marianella Canton <marianella.canton@co.hidalgo.tx.us>
Mon, Jul 21, 2014 10:31 AM
2 attachments
Subject : Fwd: Order and Proposed Rules & Guidelines
To : Marianella Canton <marianella.canton@co.hidalgo.tx.us>

From: Victor M. Garza [mailto:victor.garza@da.co.hidalgo.tx.us]
Sent: Monday, July 21, 2014 9:16 AM
To: 'Sylvia Solis'
Cc: 'josephine.ramirez@da.co.hidalgo.tx.us'; 'michael.garza@da.co.hidalgo.tx.us'
Subject: RE: Order and Proposed Rules & Guidelines

Ms. Solis,

Our office has reviewed the Solid Waste Disposal Program Order and Proposed Rules & Guidelines. Subject to our final recommendations, our office approves as to form.

Thank you for your time and consideration, please call if you have any questions or concerns.

Victor M. Garza

Assistant District Attorney

County Affairs Section

Office of the District Attorney

Hidalgo County, Texas

100 N. Closner RM 303

Edinburg, Texas 78539

(956) 318-2313 EXT. 3827

(956) 318-2079 FAX

victor.garza@da.co.hidalgo.tx.us

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****

From: Sylvia Solis [mailto:sylvia.solis@co.hidalgo.tx.us]
Sent: Friday, July 18, 2014 4:37 PM
To: victor garza; Josephine Ramirez; michael garza
Cc: Sergio Cruz; Dina Trevino; rey.salazar; Yolanda Chapa; Mona Parras; Raul Silguero; Raul Lozano; Marcos Lopez; chris trevino; Linda Fong; Marianella Canton
Subject: Order and Proposed Rules & Guidelines

Good afternoon Victor,

Attached, for your review is the order with your recommendations as discussed in today's meeting. Also included, are the proposed rules and guidelines that will be implemented at all the Citizen Collection stations.

An agenda item (no. 45441) has been created to seek Commissioners' Court approval of these documents and is scheduled for meeting date of 07/22/2014. Our department is seeking your legal approval of these documents in order to attach to the agenda item.

Thank you for your continued assistance.

Sylvia Solis

Planning Analyst II
DEPT. OF BUDGET & MANAGEMENT
2818 S. Bus Hwy 281
Edinburg, Texas 78539
956-292-7025 ext. 5423
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Sylvia Solis

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Hidalgo County Order for fee - draft (legal recommendations 07-18-14) FINAL.docx
52 KB

Proposed Citizen Collection Station Guidelines (legal recommendation 07-21-14) FINAL.docx
28 KB

HIDALGO COUNTY

Solid Waste Citizen Collection Station Rules & guidelines

The Commissioners' Court of Hidalgo County has ordered a Solid Waste Disposal program and has adopted these Solid Waste Citizen Collection Station Rules and Guidelines in order to safeguard the public health; to ensure the safety of county employees; to ensure the safe and efficient operation of the citizen collection station; to ensure that only residential waste from rural and unincorporated area county residents is disposed of at the Citizen Collection Station and to control and monitor proper access to the Citizen Collection Station.

GENERAL CITIZEN COLLECTION STATION RULES

- The Citizen Collection Station will accept authorized solid waste generated by the rural and unincorporated resident living within Hidalgo County as described under these rules
- Rural boundaries are areas not within city limits
- The operator of any vehicle transporting authorized solid waste to the citizen collection station shall, as condition of use, present evidence and/or answer any reasonable questions concerning the nature and place of origin of that material as the sanitation attendant in charge may request
- The Attendant in Charge shall be obeyed at all times and all authorized solid wastes must be deposited in appropriate designated areas and in accordance with the collection station operator's instructions
- The County of Hidalgo reserves the right to reject any solid wastes, which it considers to be detrimental to the operation of the collection station, or contrary to these Rules
- The Citizen Collection Station will only admit vehicles with a valid collection station permit displayed on the vehicle.
- At the time of making application to obtain a permit, the applicant shall present and provide any requisite materials as described herein to determine eligibility
- Permits will be issued only to those applicants who comply with these Rules. The ownership of real property is not the determining factor as to who may receive a permit
- Use of the collection station shall be limited to the hours determined by each Precinct

PROHIBITED CONDUCT

Disposal of solid waste at any of the Hidalgo County Solid Waste Citizen Collection Station without a valid solid waste permit properly displayed a violation of established rules and guidelines may result in civil penalties. Complaints may be reported to the Hidalgo County Constable's Office(s); Violations shall be referred to the Office of the Criminal District Attorney.

PERMITS

A permit is required for use of all Hidalgo County Solid Waste Citizen Collection Stations. Permits must prominently be displayed on the user's vehicle and must be visible when within the Citizen Collection Station. All vehicles entering the Citizen Collection Station must display a valid permit issued to that specific vehicle and vehicle owner. All permits MUST have a permit application filled out in full before a permit is issued. Citizen Collection Station Permit permits are not valid until affixed to the permitted vehicle.

- ONLY Hidalgo County rural and unincorporated area residents will qualify for the permit
- All users are required to obtain a permit prior to use of the collection station
- Citizen Collection Station permit are not transferable
- Each permit will cost $25 and will be good for three (3) months from the date of purchase
- Permits for each additional vehicle may be obtained at a cost of $25 per quarter
- Proof of Hidalgo County rural residency, name, address, personal identification and vehicle information is required at the time of application
- Limit one (1) vehicle per permit
- Permit applications and renewals may be obtained at the designated Precinct Offices

HIDALGO COUNTY

Solid Waste Citizen Collection Station Rules & guidelines

PAYMENT METHODS

- Cash
- Credit or Debit Cards

SCREENING

- Rural residents will be screened to ensure they possess a valid permit for the vehicle present
- Incoming trash will be visually inspected to deter un-authorized waste
- No vehicle will be allowed entry to the Citizen Collection Station without a valid permit displayed on the authorized vehicle
- Inspection on all white goods must be done in order to confirm if Freon has been removed
- Frequency of the person's use of the Citizen Collection Stations will be closely monitored to ensure compliance of set Rules

AUTHORIZED SOLID WASTE

Residential Waste

- Residential waste includes normal household refuse/garbage (paper, plastics, cans, food and vegetable scraps)
- All household trash must be bagged

Tires

- Limit four (4) passenger and light truck tires per month from residential customers
- Tire disposal will require prior precinct authorization

Brush & Yard Waste

- Leaves, grass clippings, tree trimmings and brush
- Each precinct will have a designated collection station that will allow brush or yard waste
- Brush should be cut in 3 to 4 foot lengths and securely tied

Bulky Items

- Any item measuring in excess of either forty eight (48) inches in length or fifty (50) pounds in weight
- Refrigerator, stoves, washing machines, dryers, water tanks, mattresses, chairs, furniture, electronics and couches

White Goods

- Any item measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight
- Any item that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer
- Freon must be removed from all white goods in order to accept the items

Scrap Metal

- Metal that can be sold as scrap

HIDALGO COUNTY

Solid Waste Citizen Collection Station Rules & guidelines

NON-AUTHORIZED SOLID WASTE

Commercial waste

- Contractor or commercial waste/building materials
- Demolition waste such as brick, concrete, shingles, wood, gypsum, and sheet rock

Automotive Parts

- Car batteries, fenders, vehicle doors, body and frame parts, engines, transmissions; as these items should be disposed of in a salvage yard.
- Commercial truck/tractor tires

Hazardous waste

- Pesticides, fertilizers, herbicides, chemicals and cleaners
- Paint thinners, toxins, poisons, asbestos, and petroleum products such as gas, oil and kerosene
- Drums, Paint Cans, liquids or solvents of any kinds
- Items with Freon (Refrigerators, freezers, A/C Units)
- Dead animals

ALLOWABLE VEHICLES

- Passenger cars including station wagons and sport utility vehicles, residential vans, pick-up trucks and small single axle utility trailers (overall size not to exceed 5' x 8')

VEHICLES NOT ALLOWED

- Dump trucks, Box Trucks, Rack Body Trucks, Large Trailers (exceeding 5' x 8') and large trucks (those with a cargo area exceeding manufacturer's full size pick-up truck body)
- Double axel trailers will not be accepted

****

NOTICE: ***DISPOSING OR ALLOWING OR PERMITTING THE DISPOSAL OF LITER OR OTHER SOLID WASTE AT A PLACE THAT IS NOT AN APPROVED DISPOSAL FACILITY OR ; RECEIVING LITTER OR OTHER SOLID WASTE FOR DISPOSAL AT A PLACE THAT IS NOT AN APPROVED DISPOSAL FACILITY OR; TRANSPORTING LITTER OR OTHER SOLID WASTE TO A PLACE THAT IS NOT AN APPROVED FACIILITY FOR DISPOSAL OR; DISPOSING SOLID WASTE OR LITTER IN A DUMPSTER THAT IS CONTROLLED BY SOMEONE ELSE WITHOUT PERMISSION, IS A VIOLATION OF LAW AND OFFENDERS SHALL BE PROSECUTED(Sub.Ch.B, Ch. 365 Health & Safety Code).***

AN ORDER CREATING A COUNTY SOLID WASTE DISPOSAL PROGRAM AND ASSESSMENT OF FEES FOR RURAL AND UNINCORPORATED AREA RESIDENTS OF HIDALGO COUNTY

Be it **ORDERED** and **APPROVED** by the Commissioners Court of Hidalgo County, Texas.

SECTION 1. GENERAL PROVISIONS AND FINDINGS

WHEREAS, the Hidalgo County Commissioners Court has both the responsibility and the authority to protect the health, safety and welfare of the citizens of Hidalgo County, Texas; and

WHEREAS, a county may appropriate and spend money from its general revenues to manage solid waste and to administer a solid waste program and may charge reasonable fees for those services pursuant to 361.153 of the Texas Health and Safety Code; and

WHEREAS, the Commissioners Court hereby finds that a Solid Waste Disposal Program, and a system for the issuance of solid waste disposal permits and fees is necessary in order to preserve and protect the public health and safety of the residents in Hidalgo County and that only rural and unincorporated residents of Hidalgo County shall be permitted to carry solid waste to a County Solid Waste Citizen Collection Station, and that appropriate fines may be assessed for violations of established rules and guidelines related to said program, to wit:

The Court finds that it is necessary to require that a solid waste permit be displayed on any vehicle carrying solid waste to a County Solid Waste Citizen Collection Station, and each individual permit issued shall correspond to a specific vehicle; and

The Court finds it is necessary to assess a quarterly twenty five dollar ($25.00) solid waste permit fee for each individual vehicle carrying solid waste to a County Solid Waste Citizen Collection Station which will be valid for a period of three (3) months from the date of purchase.

SECTION 2. SUBSTANTIVE PROVISIONS AND DEFINITIONS

For the above reasons, and pursuant to the provisions of Section 361.153 of the Texas Health and Safety Code, the Hidalgo County Commissioners Court hereby

ORDER, RESOLVES and **ESTABLISHES** the following **ORDER:**

IT IS ORDERED that a County Solid Waste Disposal Program, a system for the issuance of solid waste disposal permits and fees, and rules and guidelines related to said program are hereby established. In order to dispose of solid waste at a County Solid WasteCitizen Collection Station you must be a Hidalgo County rural and unincorporated area resident with a valid Solid Waste Permit. A Solid Waste Permit is required for each individual vehicle transporting or carrying waste to a County Solid Waste Citizen Collection Station, and each permit issued shall be registered to a specific vehicle. It will be a violation of this order to submit a permit registered to another vehicle which is not the vehicle transporting or carrying the solid waste. A quarterly fee of twenty five ($25.00) will be assessed for each permit issued and will be valid for three (3) months from the date of purchase. Proper identification documents must be presented before a permit will be issued.

DEFINITIONS IN THIS ORDER:

1. "Solid waste" means garbage, rubbish, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. Texas Health & Safety Code § 361.003.

2. "Solid Waste Citizen Collection Station" means all contiguous land, including structures, appurtenances, and other improvements on the land, used for processing, storing, or disposing of solid waste. The term includes a publicly or privately owned solid waste facility consisting of several processing, storage, or disposal operational units.

SECTION 3. CIVIL PENALTY

Disposal of solid waste at any of the County Solid Waste Citizen Collection Station without a valid solid waste permit properly displayed, aviolation of established rules and guidelines, or any other provision of this order may result in civil penalties. Complaints may be reported to the Hidalgo County Constable's Office(s); Violations shall be referred to the Office of the Criminal District Attorney.

SECTION 4. SEVERABILITY

If any portion of this order is deemed to be in violation of the statutes of the constitution of this state of the United States by a court of competent jurisdiction, said portion shell be severed, and the remaining portions of the order shall remain in full force and effect.

SECTION 5. EFFECTIVE DATE

This order shall become effective _____.

Read and adopted this _____ day of _____, 2014, by a vote of _____ ayes and _____nays.

_____
RAMON GARCIA
County Judge

_____
A.C. CUELLAR, JR.
County Commissioner, Pct. 1

_____
HECTOR"TITO"PALACIOS
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct. 3

_____
JOSEPH PALACIOS
County Commissioner, Pct. 4

_____
Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-44100 **Budget and Management 18. C.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted For: Sergio Cruz **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

County Transportation Infrastructure Fund Grant Program
1. Discussion, consideration and approval of grant funding agreement between the State of Texas and Hidalgo County pursuant to Title 43 Texas Administrative Code (TAC) 15.191.
2. Approval to accept the County Transportation Infrastructure Fund Grant award in the amount of $908,285.00.
3. Approval of Resolution to establish the County Transportation Infrastructure Fund Grant Program in Hidalgo County and designate the County Judge as the authorize official.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1287-431-00-124-151-4-XXX

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

BUDGETARY IMPACT:

Revenue Acct# 4-1287-334-30-124-151-4-000

Cash Match 4-1287-391-01-000-100-4-000 $100,920.00
4-1100-491-01-000-287-4-891

Appropriation of funds with the additional 10% (Economically Disadvantage) cash match will be presented in 2015 once the precinct is ready to start the project.

Attachments

Award Notice
Agreement
Resolution
Prioritized Project List
Legal Approval

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	07/18/2014 03:36 PM
Budget & Management	Debbie Tamez	07/18/2014 03:51 PM
Manuel Chapa	Manuel Chapa	07/18/2014 04:45 PM
Auditor's Office	Debbie Tamez	07/18/2014 04:48 PM
Manuel Chapa	Manuel Chapa	07/18/2014 04:56 PM

Purchasing Department Monica Badillo 07/18/2014 05:26 PM

Form Started By: Sylvia Solis Started On: 04/15/2014 09:01 AM

Final Approval Date: 07/18/2014

Texas Department of Transportation®
DEWITT C. GREER STATE HIGHWAY BLDG. • 125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • (512) 463-8585

April 4, 2014

RECEIVED
APR 07 2014
COUNTY JUDGE

CERTIFIED MAIL

The Honorable Ramon Garcia
Hidalgo County Judge
302 W. University Dr.
Edinburg, Texas 78539

RE: COUNTY TRANSPORTATION INFRASTRUCTURE FUND GRANT PROGRAM – NOTICE OF ELIGIBLE GRANT AWARD

TOTAL ELIGIBLE GRANT AWARD: $908,285

Dear Judge Garcia:

In March of 2014 the Texas Department of Transportation (TxDOT or Department) received your county's application for a grant under the COUNTY TRANSPORTATION INFRASTRUCTURE FUND GRANT PROGRAM (Program), which was created by the 83rd Legislature in Senate Bill 1747, and is being administered by TxDOT. The department has finalized its review of all applications and has calculated all applicant counties' eligible grant awards.

Pursuant to Title 43 Texas Administrative (TAC) Code §15.190, this TOTAL ELIGIBLE GRANT AWARD NOTIFICATION is being sent to inform your county that its total eligible grant award as calculated by TxDOT in accordance with the Department rules is, **$908,285.**

Pursuant to the 43 TAC §15.191, before receiving any allowable reimbursements from the eligible grant amount, your county must enter into an agreement with the Department. Enclosed as part of the Program Implementation Procedures guidance document is a DRAFT COPY of the agreement your county will be required to execute before the county receiving any allowable reimbursable costs. All documents and instructions concerning the procedures for executing the agreement and returning the documents to TxDOT can be found on the County Transportation Infrastructure Fund Grant Program web page at:

http://www.txdot.gov/government/funding/county-fund.html.

If you have any questions please contact your local TxDOT district person designated for this program which can be found enclosed in this packet or on the website.

HIDALGO COUNTY
BUDGET OFFICE
2014 APR 9 PM 2 24

Sincerely,

James M. Bass

James M. Bass
Interim Executive Director

ENCLOSURE

Contract # CTIF-01-109
District # 21
Code Chart 64 # 50109
Project: Hidalgo 2014 CTIF Award

STATE OF TEXAS §

COUNTY OF TRAVIS §

COUNTY TRANSPORTATION INFRASTRUCTURE FUND GRANT AGREEMENT

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and Hidalgo County, acting by and through its duly authorized officials, called the "County."

WITNESSETH

WHEREAS, Transportation Code, Chapter 256,Subchapter C allows for the Texas Department of Transportation to make grants to counties for transportation infrastructure projects located in areas of the state affected by increased oil and gas production; and

WHEREAS, The County has submitted its application for the Grant funding from the State and its application was approved; and

WHEREAS, state law requires counties to meet certain contract standards relating to the management and administration of State funds; and

WHEREAS, the Governing Body of the County has approved entering into this agreement by resolution or ordinance which is attached to and made a part of this agreement as Attachment A; and

NOW THEREFORE, the State and the County agree as follows:

AGREEMENT

1. Agreement Period. This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Projects are completed or unless terminated as provided below.

2. Scope of Work. The County shall complete the transportation infrastructure projects as proposed in its List of Transportation Infrastructure Projects defined in 3. below. The County shall place the transportation infrastructure projects on the county road system.

3. List of Transportation Infrastructure Projects. The County is responsible to review the list of projects listed on its previously submitted application for a grant from the fund and create a List of Transportation Infrastructure Projects prioritizing its choice of projects which can be performed with the grant amount awarded to the County by the State. Within thirty (30) calendar days after final execution of this agreement, the County shall submit to the State this List of Transportation Infrastructure Projects (in a format specified by the State). This List of Transportation Infrastructure Projects shall include an estimated month and year of starting construction and completing construction for each funded project including the estimated project cost for each project. During the term of this agreement, updates to the List of Transportation Infrastructure Projects may be made by the County. Updates can include changes in priority, changes in estimated cost, changes in month or year of starting

or completing construction, or adding or deleting projects. Any proposed new projects shall include the same information as was required for projects submitted as part of the application for a grant from the fund. Updated List of Transportation Infrastructure Projects or a statement of no material change to the previously submitted list shall be submitted to the State no less than semi-annually. Any update to the List of Transportation Infrastructure Projects requires written concurrence from the State to the County.

4. Project Sources, Uses of Funds, and Reimbursement.

a. The State has authorized the total amount of grant award from the fund as shown in Attachment B, Amount of Grant Award and Funding Commitments, which is attached to this agreement. The expected cash contributions from the State, the County, or other parties are shown in Attachment B. The State will reimburse only for allowable project costs for this program in accordance with 43 TAC § 15.192.The County must be in compliance with the requirements of this agreement to receive reimbursement of project costs.

b. The County shall submit monthly billing statements or a statement that no construction or maintenance work was performed during the previous month, in accordance with procedures defined by the State, accompanied by a certification of work performed during the previous month. Along with the billing statements submitted by the County, it shall submit copies of all paid invoices and/or force account documentation. Within thirty (30) days of receipt of a complete billing statement and supporting documentation, the State will reimburse the County.

c. The County shall not commence construction of a funded transportation infrastructure project prior to receipt of written approval from the State in accordance with procedures defined by the State.

d. If the County commences performance on a transportation infrastructure project but fails to complete the project, the State may seek reimbursement of all money received by the County for that individual transportation infrastructure project.

e. For each transportation infrastructure project located on the State highway system, the County shall contribute to the State (from the amount awarded to the County from the fund and the County's matching funds) an amount equal to the allowable costs incurred by the State for that project.

f. The County may submit in writing to the State a proposed amendment during the term of this agreement changing the order of projects on its List of Transportation Infrastructure Projects or identifying additional project(s) or extended limits on an approved project that contains all information required by rule for that project. If funds are available within the amount awarded to the County, the State may execute the proposed amendment allowing the County to use the available funds in the revised order, for the additional project(s), or for extended limits on an approved project in the County.

g. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

5. Project Responsibilities. The County is responsible for all aspects of the work constituting this Project or list of projects unless otherwise indicated in this agreement. In order to obtain reimbursement for eligible expenses from the State, the County shall certify to the State in accordance with procedures defined by the State that they have complied with all program requirements and applicable federal, state, and local laws and regulations.

6. Final Inspection. The County shall perform final inspection and acceptance of each transportation infrastructure project when it is complete. The County shall send a copy of a document evidencing inspection and acceptance of the project to the State within thirty (30) days after the inspection is completed.

7. Right of Way and Real Property Acquisition. The County shall comply with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601et seq.

8. Suspension. If the State determines that the County has not been complying with 43, TAC, Part I, Chapter 15, Subchapter O, the State may prohibit the County from continuing with all projects on the List of Transportation Infrastructure Projects until the County complies.

9. Termination of this Agreement. This agreement shall remain in effect until the transportation infrastructure projects identified in the most current List of Transportation Infrastructure Projects with concurrence from the State are completed and accepted by all parties, unless the:

a. Agreement is terminated in writing with the mutual consent of the parties; or
b. Agreement is terminated because the County has breached the agreement for Failure to Comply as stated in Paragraph 16.

10. Environmental Permitting and Regulatory Issues.

a. The County must comply with all applicable federal, state, and local environmental laws and regulations and permitting requirements.
b. The County is responsible for coordination and environmental clearance.
c. The County is responsible for identification and assessment of any environmental problems associated with the project(s) and for the cost of any environmental problem's mitigation and remediation.
d. The County is responsible for providing any required public meetings or public hearings for assessing and mitigating environmental issues.
e. The County shall provide the State with written certification by a qualified professional that all identified environmental problems have been remediated and that all required permits and clearances from appropriate regulatory agencies have been obtained.

11. Compliance with Texas Accessibility Standards and ADA. The County shall ensure that the plans for and the construction of the transportation infrastructure projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Texas Government Code, Chapter 469, Elimination of Architectural Barriers. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.). The County shall provide written

certification to the State of compliance, or non-applicability, for each transportation infrastructure project.

12. Project Maintenance. The County shall maintain any roadway on the County system constructed under this Agreement after completion of the proposed work.

13. Historically Underutilized Business (HUB) Program Requirements. The County shall comply with all applicable requirements of the Comptroller of Public Accounts (CPA) Historically Underutilized Business (HUB) Program.

14. Grant Management Standards. The County must comply with the Uniform Grant Management Standards promulgated by the Office of the Governor under 34 TAC Part 1, Chapter 20, Subchapter I – Comptroller.

15. Certification.
Within sixty (60) days after the completion of a listed transportation infrastructure project, the County must submit a written certification to the State in accordance with procedures defined by the State that it has complied with the requirements for this grant awarded under 43 TAC, Part 1, Chapter 15, Subchapter O, including a certification that the project has been constructed in accordance with all applicable requirements, laws, rules and requirements. The Certification must describe the allowable costs for the project and the amount reimbursed from the fund.

16. Failure to Comply.

a. If the State determines that the County has not complied with one or more material requirements of the grant rules, the State may prohibit the County from participating in the program.
b. The prohibition from participating may continue until the State determines that the County has complied with all material requirement of the applicable rule.
c. The State may remove the County's project or projects from participation in the program if the project(s) is not let or begun as force account work within three (3) years of the execution of this agreement or within another reasonable period agreed to by the State and the County.
d. Prior to exercising any remedies above or the remedy regarding reimbursement in 4.d., the State will provide a written notice to the County identifying the applicable requirement and specifying the failure to comply.
e. The County may respond in writing to the State with a reasonable schedule for the County's timely compliance with the applicable requirement, or if compliance is not practical, with an alternative proposal that is acceptable to the State. Should the County fail to deliver an acceptable response to the State within thirty (30) days after the date that the County received the notice, the State may proceed with the applicable remedies allowed by rule.

17. Amendments. An amendment to this agreement must be in writing and executed jointly by the State and the County.

18. Remedies. This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

19. Notices. All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to the party at the following addresses:

County:	State:
Honorable Ramon Garcia	
Hidalgo County Judge	
302 W. University Drive	
Edinburg, Texas 78539	

All notices shall be deemed given on the date delivered or deposited in the regular mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and the request shall be honored and carried out by the other party.

20. Legal Construction. In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

21. Responsibilities of the Parties.

a. The State and the County agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.
b. To the extent permitted by law, the County agrees to indemnify and save harmless the State, its agents and employees from all suits, actions or claims and from all liability and damages resulting from any and all injuries or damages sustained by any person or property in consequence of any neglect, error, or omission in the performance of the design, construction, maintenance or operation of the Project by the County, its contractors, subcontractors, agents and employees, and from any claims or amounts arising or recovered under the Workers' Compensation Laws; the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as from time to time may be amended.
c. The parties expressly agree that this project is not a joint venture or enterprise. However, if a court should find that the parties are engaged in a joint venture or enterprise, then the County agrees to pay any liability adjudicated against the State for acts and deeds of the County, its employees or agents during the performance of this Project.
d. The County shall also indemnify and save harmless the State from any and all expense, including, but not limited to, attorney fees which may be incurred by the State in litigation or otherwise resisting any claim or liabilities which may be imposed on the State as a result of activities by the County, its agents, or employees.

e. Should the County's transportation infrastructure project require the County or its contractor to perform any work on State right of way, the County, by contract, shall require each: (1) contractor and subcontractor it may hire to secure a policy of insurance in the maximum statutory limits for tort liability, naming the State as an additional insured under its terms; and (2) contractor it may hire to indemnify and hold harmless the County and the State from all claims, liability, and damages resulting from the contractor's performance under a contract to do work.

22. Ownership of Documents. Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the County shall be made available to the State upon request by the State. The originals shall remain the property of the County.

23. Compliance with Laws. The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, permitting requirements, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the County shall furnish the State with satisfactory proof of this compliance.

24. Sole Agreement. This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

25. Retention of Records and Inspection. The County shall keep a complete and accurate record to document the performance of the work and to expedite any audit that might be conducted. The County shall maintain all books, documents, papers, accounting records and other documentation relating to costs. Records shall include, but not be limited to, diaries, materials received (invoices), test reports, manufacturer's certificates, warranties, change orders, and time extensions. The County shall make those materials available to the State or their duly authorized representatives for verification, review and inspection at its office during the contract period and for three (3) years from the date the final payment is received by the County or until any impending litigation, or claims are resolved.

26. Signatory Warranty. Each signatory warrants that the signatory has the necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the County in duplicate.

THE COUNTY

_____
Signature

Ramon Garcia, Hidalgo County Judge
Printed Name and Title

07/22/2014
Date

THE STATE OF TEXAS

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Date

ATTACHMENT A

Resolution or Ordinance

ATTACHMENT B

Amount of Grant Award and Funding Commitments

County of:	Hidalgo
Amount of Grant Funds Awarded by State:	$ 908,285
Minimum amount of County Matching Funds*:	$ 100,920

***** The State Share will be 90% for counties determined to be "economically disadvantaged" by Transportation Code 222.053. These counties will have a minimum of 10% county matching funds. The State Share will be 80% for counties not determined to be "economically disadvantaged" by Transportation Code 222.053. These counties will have a minimum of 20% matching funds.

IN THE COMMISSIONERS COURT
OF
Hidalgo COUNTY, TEXAS

RESOLUTION AND ORDER
APPROVING THE COUNTY TRANSPORTATION INFRASTRUCTURE FUND GRANT PROGRAM AGREEMENT, DESIGNATING AUTHORIZED REPRESENTATIVE, AND MAKING SPECIFIC FINDINGS REQUIRED BY THE TEXAS DEPARTMENT OF TRANSPORTATION

WHEREAS, Hidalgo County has received a Notice of Eligible Grant Award from the Texas Department of Transportation ("TxDOT") in the amount of $908,285.00 and

WHEREAS the Commissioners Court of Hidalgo County has determined that it is in the best interests of the citizens of Hidalgo County to enter into an Agreement with TxDOT concerning the County Transportation Infrastructure Fund Grant Program; and

WHEREAS TxDOT has created County Transportation Infrastructure Fund Grant Program Implementation Procedures that Hidalgo County is required to follow to receive the **grant** funding; and

THEREFORE, IT IS ORDERED ADJUDGED AND DECREED that Hidalgo County designates the County Judge as its County Representative and authorizes the County Representative to sign all project-related documents on behalf of the County, including any certifications required by the Grant Program; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Hidalgo County Commissioners Court hereby approves the attached County Transportation Infrastructure Fund Grant Program Agreement ("the Agreement") and authorizes the County Representative to execute the Agreement between Hidalgo County and the Texas Department of Transportation.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Hidalgo County Commissioners Court hereby approves the attached revised Prioritized List of road projects to be funded with the County Transportation Infrastructure Fund Grant.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that the Commissioners Court of Hidalgo County makes the following findings in the exercise of discretion and authority extended to said Commissioners Court by Texas Law, and such findings are made upon due

inquiry and satisfactory proof that such findings are factual and based upon commonly accepted practices and standards by Texas Counties:

IT IS THE FINDING OF THIS COMMISSIONERS COURT that the county has experience in the construction and maintenance of all county roads currently in the County road maintenance inventory, and that the county has suitable equipment, experience and personnel to properly repair such roads without the utilization of outside contractors, or, if such contractors are required in the prudent expenditure of county and grant funds, that such contractors will be selected upon demonstrated competence and the lowest and most suitable bid, if competitive bidding is required. In this regard, the County has suitable design standards, specifications and quality assurance procedures in place to assure that resulting road maintenance projects are properly constructed with suitable materials and that appropriate safety and environmental procedures will be utilized. The County Representative is hereby expressly authorized to certify to such.

IT IS THE FURTHER FINDING OF THIS COMMISSIONERS COURT that Hidalgo County will utilize generally accepted cost accounting practices in the financial aspects of this grant administration, and that proper documentation of all expenditures will be maintained by the appropriate county officials responsible for financial aspects of the grant administration. The County Representative is hereby expressly authorized to certify to such.

IT IS THE FURTHER FINDING OF THIS COMMISSIONERS COURT that with the following exceptions, all road right-of-way involved in projects identified for funding under this grant is presently within the county road maintenance inventory, and no new right of way is required.

The County Representative is hereby expressly authorized to certify to such.

IT IS THE FURTHER FINDING OF THIS COMMISSIONERS COURT that Hidalgo County will notify all public utilities, water supply corporations, and common carriers of record of their plans to repair, renovate or construct the project roads identified in the Grant application, and will cooperate with the said utilities and common carriers for protection of such infrastructure. It is not anticipated that any relocation of utilities will be required. The County Representative is hereby expressly authorized to certify to such.

IT IS THE FURTHER FINDING OF THIS COMMISSIONERS COURT pursuant to 40 C.F.R. §1500, and specifically §1508.4 et seq, and 33 U.S.C. §1344, (f)(1)(B) and (C),

county road maintenance projects are not prohibited by the National Environmental Protection Act (NEPA), nor the Water Pollution Prevention and Control Act, and that as a categorical exclusion, such projects pose no significant effect on the human or natural environment, and which this Court finds to have no such adverse impact, and therefore do not require an environmental impact assessment of the projects contemplated in this grant, in that no federal funds are being used by the County in meeting the grant requirements. The County shall comply with applicable state environmental standards, as applicable, such as 30 TAC §111.147, and as such, this finding further authorizes the County Representative to make certifications regarding compliance with environmental requirements of the Grant, which is expressly approved by this Commissioners Court.

IT IS THE FURTHER FINDING OF THIS COMMISSIONERS COURT that as a public roadway, open to all residents for use as a public road designed for vehicular traffic, as defined by statute and other applicable law, that the road projects subject to this grant are in full compliance with the Texas Accessibility Standards and the Americans with Disabilities access standards, as the same may apply, and the County Representative is hereby expressly authorized to certify to such.

Finally, **IT IS THE FURTHER FINDING OF THIS COMMISSIONERS COURT** that where necessary, any materials required for the completion of this project shall be solicited by a standard that is known to be suitable for use in road construction and repair projects, and the County will require such testing as may be deemed appropriate to determine that such materials meet any applicable standards, either by specification or by direct inquiry with the provider or vendor of such materials. The County Representative is hereby expressly authorized to certify to such.

Read and Adopted this _____ day of_____, 2014, by a vote of _____ayes and _____nays.

_____
County Judge

_____ _____
Commissioner, Precinct 1 Commissioner, Precinct 2

_____ _____
Commissioner, Precinct 3 Commissioner, Precinct 4

ATTEST:

_____
County Clerk

COUNTY TRANSPORTATION INFRASTRUCTURE FUND GRANT PROGRAM

COUNTY: HIDALGO

TxDOT DISTRICT: PHARR

LIST OF TRANSPORTATION INFRASTRUCTURE PROJECTS (Prioritized List)

Make sure to prioritize your county's projects and put them in order of most importance to least importance. Total project cost will equal the total grant as reflected in the agreement (including engineering, right-of-way and utility costs, construction, inspection, etc., as applicable.)

	PROJECT INFORMATION			EXISTING ROADWAY		IMPLEMENTATION SCHEDULE			ESTIMATE	FUNDING	
Project Priority Number	Roadway Name or Designation	Project Limits	Scope / Type of Work	Type of Facility	Existing Surface	Competitive Bid or County Forces?	Proposed Begin Construction Date (Mo./Yr.)	Proposed End Construction Date (Mo./Yr.)	Estimated Total Project Cost	State Share[1]	County Share
Your County's Prioritized Project List:											
1	Brushline Road	Between Mile 22 1/2 and FM 490	Add gravel and re-grade county road with 2" asphalt overlay	2 lane rural	un-surfaced	county forces	01/2015	11/2016	$ 1,009,205.00	$ 908,285.00	$ 100,920.00
2									$	$	$
3									$	$	$
4									$	$	$
5									$	$	$
6									$	$	$
7									$	$	$
8									$	$	$
9									$	$	$
10									$	$	$
11									$	$	$
12									$	$	$
13									$	$	$
								Total	$ 1,009,205.00	$ 908,285.00	$ 100,920.00

[1]If your county is an "economically disadvantaged county" as determined by Transportation Code 222.053, the State Share will be 90% of the allowable Total Project Cost. If your county is not "economically disadvantaged," the State Share will be 80%. A list of economically disadvantaged counties can be found at http://ftp.dot.state.tx.us/pub/txdot-info/energy/edc-2014.pdf.

The state acknowledges and concurs with the information stated herein as of the ___ day of _____, _____.

The State of Texas

By:_____
Name:_____
Title:_____

Zimbra **sylvia.solis@co.hidalgo.tx.us**

legal review

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Tue, May 13, 2014 04:00 PM

Subject : legal review

To : sylvia solis <sylvia.solis@co.hidalgo.tx.us>

Cc : roy cazares <roy.cazares@da.co.hidalgo.tx.us>, 'Sergio Cruz' <sergio.cruz@co.hidalgo.tx.us>

Reply To : victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Solis,

Our office has reviewed the Resolution and Order, as well as the Standard Agreement related to the County Transportation Infrastructure Grant Program. At this time our office approves as to form.

Please let me know if you require any additional assistance.

Respectfully,

Victor M. Garza
Assistant District Attorney
County Affairs Section
Office of the District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@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 victor.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**
****

AI-45607 **Budget and Management 18. D.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted For: Commissioner Pct. 3 **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 3 R&B (1200)
Approval of 2014 appropriation to funds in the amount of $23,715.69 to fund unallowable expenditures by TXDOT related to Regal Estates BCAP Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** Fund 1200

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

BUDGETARY IMPACT:

Appropriation in the amount of $23,715.69 available in R&B (1200) fund balance as of 07/18/2014.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/18/2014 04:18 PM
Purchasing Department	Monica Badillo	07/18/2014 05:26 PM

Form Started By: Sylvia Solis Started On: 07/18/2014 04:09 PM

Final Approval Date: 07/18/2014

DATE: July 18, 2014

2014
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Budget & Management for
Pct. 3 R&B - REGAL ESTATES

ACCOUNT NUMBER: 4-1200-431-00-123-606-0-731

Contact Person: Sylvia Solis **Ph#** (956) 292-7025 ext. 5423

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
4-1200-431-00-123-606-0-731	REGAL ESTATES ROADS	23,715.69
	TOTAL BUDGET INCREASE (DECREASE)	23,715.69

REASON: Appropriation to fund unallowable expenditures by TXDOT related to Regal Estates BCAP Project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-44878 **Purchasing Department 19. A. 1.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted For: Martha L. Salazar, HC-PA **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommending award of bid and approval of contract document to sole bidder, CTC Distributing, LTD., meeting all specifications and/or requirements as attached hereto for Hidalgo County - "Off-Premises Storage, Records Management, Pick-Up Retrieval and Delivery Services" RFB No. 2014-050-05-21-YZV.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1238-412-00-090-003-0-350

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

BUDGETARY IMPACT:

Account available balance as of 7-18-14 $72,459.77

Fund 1238 available balance as of 7-18-14 $117,546.08

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-421-00-280-001-0-350

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

BUDGETARY IMPACT:

Available balance as of 7-11-14 $7,405.25

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-415-18-160-001-0-350

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

BUDGETARY IMPACT:

Available balance as of 7-11-14 $3,887.40

Attachments

Legals Review & Okay

C-14-050-07-22-CTC DISTRIBUTING-OFF-PREMISES STORAGE

TABULATION-PARTICIPATION LOGS

RECOMMENDATION

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/10/2014 05:49 PM
Budget & Management	Debbie Tamez	07/11/2014 09:11 AM
Manuel Chapa	Manuel Chapa	07/18/2014 09:01 AM

Zimbra **yolanda.velasquez@co.hidalgo.tx.us**

Fwd: C-14-050-07-Off Premises Storage, Records Management, Pick up, Retrieval & Delivery Services

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Wed, Jun 04, 2014 12:47 PM

Subject : Fwd: C-14-050-07-Off Premises Storage, Records Management, Pick up, Retrieval & Delivery Services

To : Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>

From: "Steve Crain" <scrain@atlashall.com>

To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>

Sent: Wednesday, June 4, 2014 12:09:04 PM

Subject: RE: C-14-050-07-Off Premises Storage, Records Management, Pick up, Retrieval & Delivery Services

The agreement is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]

Sent: Wednesday, June 04, 2014 11:30 AM

To: Steve Crain

Cc: Yolanda Velasquez

Subject: Fwd: C-14-050-07-Off Premises Storage, Records Management, Pick up, Retrieval & Delivery Services

Mr. Crain:
Corrections made. Please review and comment as to form.
THanks,
Marty

From: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>

To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>

Sent: Wednesday, June 4, 2014 11:22:53 AM
Subject: Re: C-14-050-07-Off Premises Storage, Records Management, Pick up, Retrieval & Delivery Services

Mrs. Marty,

I have corrected the date and have requested and attached copy of updated insurance.

Thanks

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Wednesday, June 4, 2014 9:15:53 AM
Subject: Fwd: C-14-050-07-Off Premises Storage, Records Management, Pick up, Retrieval & Delivery Services

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From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Wednesday, June 4, 2014 8:00:00 AM
Subject: RE: C-14-050-07-Off Premises Storage, Records Management, Pick up, Retrieval & Delivery Services

Should the termination date be August 1,2015? Also the Motor Truck Cargo insurance has expired.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, June 03, 2014 5:44 PM
To: Steve Crain
Cc: Yolanda Velasquez
Subject: Fwd: C-14-050-07-Off Premises Storage, Records Management, Pick up, Retrieval & Delivery Services

Mr. Crain:
Please review and comment as to form.
Thanks,
Marty S.

From: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Tuesday, June 3, 2014 4:50:38 PM
Subject: C-14-050-07-Off Premises Storage, Records Management, Pick up, Retrieval & Delivery Services

Good afternoon,

Please forward contract for legal review and approval as to form to proceed to next step of procurement process.

Thank you.

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-14-050-07-22

THIS CONTRACT is made and entered into this **22nd** day of **July 2014** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **CTC Distributing, Ltd.** a Texas. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Off-Premises Storage, Records Management, Pick Up & Delivery Services for Hidalgo County- District Clerk's, Purchasing Department & Sheriff's Office"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications");

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the RFB within **Hidalgo County** following a request for Services by **Hidalgo County** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **August 02, 2014** and ending on **August 01, 2015** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional ninety (90) day grace period, under the same rates terms and conditions due.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Services by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **302 West University Drive** **Edinburg, Texas 78539**
If to Company	**CTC Distributing, LTD** **615 Blaze Blvd** **Edinburg, Texas 78539**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) this contract expires, (b) delivery and acceptance of products, and/or performance of Services ordered, or (c) terminated by County without cause upon thirty (30) days written notice prior to cancellation.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. Commitment of Current Revenues Only. In the event that , during any term hereof, the Commissioners Court does not appropriate sufficient funds to met the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable 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 County pursuant to the provisions of Tex. Loc. Govt. Code Ann ‘271.903 (Vernon Supp. 1996).

18. 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 County and not otherwise.

WITNESS our hands in duplicate originals this___ day of _____, 2014.

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

By:_____
Arturo Guajardo Jr., County Clerk

COMPANY

By:_____

Printed Name:_____

Title:_____

Approved by Commissioners' Court on _____

APPROVED AS TO FORM:

Atlas & Hall, & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

EXHIBIT “A”

REQUEST FOR BID

PROCUREMENT PACKET

HIDALGO COUNTY (All Funding Sources)
"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP, RETRIEVAL & DELIVERY SERVICES"
BID № 2014-050-05-21-YZV

SPECIFICATIONS AND REQUIREMENTS:

1. Revisions to the bid specifications shall not be permitted. Such changes shall constitute a failure to meet the minimum specifications and shall result in a bidder being disqualified from the selection process.

2. Services will be on an **"as needed basis"**. Should the County determine it is in the best interest to keep all documents in-house or to allow the Contract to expire on its own terms, the County shall provide a minimum of sixty (60) days written notice to the vendor that **Hidalgo County** intends to transport its (own Hidalgo County) files from the current awarded vendor's storage to its own (Hidalgo County) facility or another facility **at no additional cost to the County.**

3. The bidder must provide the following services:
   a. Storage of all new/additional records, in a new proper storage box;
   b. Pick-up of files and/or boxes for storage on a daily basis twice a day (morning & afternoon) and on an emergency basis at the discretion of the County described in page 5 (#25) herein and in Exhibit "H";
   c. Deliver files/boxes requested by the Department;
   d. Any storage boxes requiring replacement shall be provided at no charge to the County.
   e. All files/boxes for each County Department/Office must be kept in one location and in close proximity to each other (i.e., all files/boxes of the District Clerk shall be kept in one location within the storage facility).
   f. All files sent to storage or that are retrieved from storage shall be maintained with a reference tracking system before delivery to the appropriate County Department or re-filed. (Described particularly in page 5 (#26).
   g. Over a period of twelve (12) months, the awarded vendor shall provide an inventory of all files stored on its site. An updated inventory progress report shall be provided to the appropriate County Department on a monthly basis as more particularly described in page 5 (#26) of these specifications.

4. For purposes of this RFB:

   "Delivery" is defined as the actual carrying and turning over to the intended recipient of a file or box requested from storage.
   "Pick-Up" is defined as the actual physical carrying and transporting of a file or box form the County Department by the bidder with the intent of filing and storing such file or box at the bidder's facility.

"Retrieval" shall mean the actual transport of a file from storage which is then prepared for delivery to the appropriate County department. Any instance in which a file is requested more than once because the selected bidder failed to deliver or locate such file after the initial request, shall not be considered or counted as a separate retrieval regardless of the reason such delivery was not made.

"Request" A request for a file or box shall consist of a County Department's designated person providing written form (See Exhibit "G") to the selected bidder of the exact file/box being sought for Retrieval and Delivery.

The services listed in #3 above consisting of the delivery, pickup, storage, retrieval and request of files and/or boxes are hereinafter collectively referred to as the "Services".

5. It is the contractor's sole responsibility to review and comply with all applicable statutes or regulations. All record storage management must also be conducted in accordance with applicable State of Texas Library Commission rules and regulations including, but not limited to the schedules that are made a part hereof. You may access these at the following web address: http://www/tsl.state.tx.us/slrm/recordspubs/index.html

    a. Microfilming Standards and Procedures (Local Government Bulletin A)
    b. Electronic Records Standards and Procedures (Local Government Bulletin B)
    c. Inventory and scheduling Records (Local Government Bulletin C)
    d. Local Government Records Act (Local Government Bulletin D)

6. The Storage facility must be located entirely within Hidalgo County.

    a) Contractor will provide complete description of location including a physical address of facility where records will be stored and managed.
    b) Contractor must commit sufficient staff, equipment and vehicles to comply with all specifications and render all requirements defined by Hidalgo County. Contractor must also provide all information requested in the specifications and/or requirements. Failure to do so may disqualify the bidder from the procurement process.

7. The storage facility must be free of dust and dirt buildup.

8. The facility should be a standalone structure, or if shared with other businesses, a firewall of approved construction must separate the two entities.

9. If the storage location is in a structure with other unrelated tenants, the nature of that business will be assessed by Hidalgo County Purchasing Department to determine if such business may expose the County to any significant risks that my affect the overall integrity of records stored. This determination will be made solely by Hidalgo County and if a risk is determined, the bidder may be disqualified from the procurement process.

10. The facility shall maintain a good fire prevention program based on good housekeeping procedures, including but not limited to:

a) Smoking or use of open flame devices in storage areas shall be prohibited.
b) The facility shall have appropriate fire detection and suppression systems with such procedures in place to ensure their effectiveness.
c) Such systems must include adequate smoke and fire early warning systems.
d) Sprinkler systems should be equipped with a warning mechanism to alert staff of activation and have manual shut-off device to prevent unnecessary water damage to the records
e) Halon is a preferred suppression system (same as or equivalent too) meeting specifications of this requirements.

11. The facility must be climate and humidity controlled. The humidity shall not exceed 60% and the temperature shall not exceed 90 degrees Fahrenheit in the paper records storage area. The temperature should be checked in summer months randomly.

12. Boxes shall not be stacked more than four (4) boxes high.

13. The contractor must maintain an adequate pest control program that includes at least two **termite, silverfish and carpenter ants** inspections per year (at least once every six (6) months) by a qualified pest control service. Proof of such inspections must be provided to each individual county department(s) under this bid. Failure to provide proof of inspections within 10 days of such inspections may result in Hidalgo County terminating the contract without notice to the vendor. User department(s) including in this bid shall be notified immediately if any insect infestation is detected inside the storage facility.

14. Air quality must be maintained in a manner that ensures that no contaminant that may cause damage to records (i.e. mold) occurs.

15. The current awarded contractor for this bid is **CTC Distributing** and it does not permit the inspection of their premises by interested bid participants.

16. **Records Inventory List**: For the purposes of this bid submittal, the current contractor has submitted the following inventory, and to the best of the County's knowledge, such inventory as of **February 28, 2014** includes the following:

INVENTORY	DISTRICT CLERK'S	PURCHASING AGENT	SHERIFF'S OFFICE
Letter/Legal Size Boxes	23,500	1,900	1,200
Letter Transfer Size Boxes	0	0	0
Legal Transfer Size Boxes	0	0	0
Non-Standard Size Boxes	0	0	0
Books	0	0	0
Check Boxes	0	0	0

17. Bidders are advised that all County departments hold their most active files, but may at any time request such records to be made part of existing storage inventory. A "Request" for a file or box shall consist of a County Department's designated person providing a written form (see Exhibit "G") to the selected bidder of the exact for the exact file/box being sought for Retrieval and Delivery.

18. If necessary, upon award of bid the transfer of all inventory from the current storage facility will be conducted under the supervision of the user department(s) authorized designee and the Purchasing

Department. **All expenses associated with the transfer of inventory shall be at the County's expense and shall be the responsibility of the County**. However, selected bidder must be prepared to resume immediate, uninterrupted, efficient transition of all specified requirements and services.

19. Minimum detailed specifications are included for storage boxes. Compliance with all specifications and conditions are required. No substitutions allowed. (meets minimum specifications)

Specification(s) for Storage Box:	Letter/Legal 12 W x 15 L x 10 H Separate Cover Triple Walled (Width) Double Walled (Length) Double Bottom

20. Security Guidelines: The contractor shall provide protection against sabotage, theft, and vandalism. All visitors to the storage facility must be required to register upon entrance and monitored during their stay. Exits should be in areas that are closely monitored.

21. On-site Access: The selected bidder will work with the user department(s) on special projects requiring the temporary staging of records at the record storage facility. These projects are usually for the purpose of verifying contents before destruction, renumbering boxes, conducting detail searches, and for shifting files throughout a range of boxes. Hidalgo County will provide a minimum of 24 hours notice for projects that involve staging of ten (10) or more boxes.

    Hidalgo County reserves the right to access the storage premises with reasonable written notice during regular work hours for the purposes of auditing, inspecting, and/or confirming storage methods.

22. **NOTE: ALL RECORDS SHALL BE PICKED UP, DELIVERED, AND TRANSPORTED TO AND FROM THE USER DEPARTMENT(S) OFFICE BY CONTRACTOR'S EMPLOYEES AND USING CONTRACTOR'S VEHICLES**.

    QUESTIONS/CONCERNS- ABOUT FILES SHOULD BE IN EMAIL FORM TO HAVE RECORDS.

23. Response Time. The parties agree to the following response time by Company:

    a. Files and boxes shall be picked up for storage within five (5) days of receipt of work order from the Department.

    b. Retrieval and Delivery of files from storage to the Department shall occur twice a day - by 10:00 a.m. and by 3:00 p.m. on the same day a request is made so long as such request is made no later than 1:00 p.m. For orders placed after 1:00 p.m., files and boxes shall be delivered on the next business day by 10:00 a.m.

    c. In the case there is an emergency request for the delivery of a file or box, such delivery shall be made within 2 business hours from the time of the request.

24. All files or boxes recalled from storage shall be delivered within the time-frame stated above. However, if a file has not been delivered within this time frame, the maximum allowable Response Time for a status report (i.e. in route, delivered, not found, etc.), shall be 24 hours from the time the file/box is Requested. **Continued failure to meet these requirements may be cause for termination of the contract.**

25. **Hours of Services Required**: Hours of Service shall be normal business hours, 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. However, service must be available at a moment's notice, 24

hours a day, upon written notification by the user department of an emergency situation; See Exhibit "H" Request for Emergency Services)

26. **Monthly Reports**: Hidalgo County requires monthly activity reports reflecting the total number of containers in storage by category (i.e. probate/criminal/civil), number of new containers added, number of containers permanently removed, number of boxes/files requested, number of boxes retrieved, number of boxes delivered and the number of boxes picked up for storage. In addition to this information, the monthly report should include a list of files requested but not found (Monthly reports shall be due at the County Department no later than the 10th day after the end of each month.

The following electronic inventory and tracking system must be provided to identify each individual file before delivery to the appropriate user department or re-filed. All files sent to storage or that are retrieved from storage shall be maintained with a reference tracking system:

- Must maintain an electronic database that is accessible from multiple sites.
- Document jackets must provide some type electronic tracking mechanism, preferably an RFID tag on the jacket or to a lesser extend a bar code.
- An exact electronic inventory of all files must be provided as needed to the County.
- Both the vendor site and the County must have compatible readers and access to the inventory at all times.
- All files must be accounted for and tracked through the electronic system at all times, at all sites.
- Electronic tag on case jacket must be of an accepted industry standard format.
- RFID (tracking system) is a preferred method; vendor/bidder will not be disqualified for providing a bid on any other tracking system. If the tracking system submitted by the vendor in the bid is not the system preferred by Hidalgo County (as indicated and specified in the bid packet), Hidalgo County reserves the right to request a demonstration of the system in order to assess and ensure compliance with Hidalgo County needs and requirements.

27. **Additional Information:** Hidalgo County is requesting that any and all questions, inquiries and clarification regarding this RFB, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 So. Business 281, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO: 956-318-2629 OR VIA EMAIL TO: yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN, Wednesday**, MAY 14, 2014** 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile or email by no later than, 5:00 P.M., Friday, **MAY 16, 2014**.

28. **TERM OF CONTRACT:** The initial term of contract will commence upon award and execution of a contract for a one (1) year period. The County shall have the right to extend the contract for two (2) additional one (1) year terms under the same rates/fees, terms and conditions reflected in the County's bid award described on the Bid Page (Exhibit "B").

29. **OPTION TO RENEW:** Hidalgo County may renew the contract for two (2) additional one (1) year periods except as otherwise provided herein, all terms and conditions will remain unchanged and in full force and effect. The option to renew, if exercised, shall be executed in the form of a change order to be issued no sooner than ninety (90) days prior to expiration of the contract and no later than thirty (30) days of the final day.

30. **GRACE PERIOD:** Hidalgo County reserves the right to continue this bid under the same terms and conditions for an additional ninety (90) day grace period at the end of the contract term for unforeseen delays in the award of a new bid, or the county's inability to obtain all records from the storage site.

31. **CONTRACT AWARD:** Hidalgo County reserves the right to award a contract to the responsible bidder meeting all specifications and submitting the lowest bid for all items and Services identified in the Specifications and General Provisions.

Upon the termination or expiration of the Contract, the vendor shall make available to the County any and all County files it holds in its possession in a timely manner but in no circumstances any longer than thirty (30) days upon termination or expiration of the Contract in order for the County to transport such files to its own or another facility. All files shall be made available to the County for transport at no additional cost to the County.

All files held in storage on behalf of the County are records belonging the public and must be returned to the County regardless of when and/or where they are located in the future.

32. **PURCHASE ORDER**: Contractor will not perform any services until a purchase order number is assigned by the designated representative of the Purchasing Department. Contractor will reference contract number and purchase orders on all invoices submitted to the Hidalgo County District Clerk. Actual requirements will be stated through issuance of individual purchase orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such purchase orders are issued.

*33. **TERMINATION:** The contract awarded to the successful bidder will be in effect until (a) the contract expires, (b) performance of all specifications, requirements and services ordered, or (c) terminated by county with sixty (60) day's written notice with or without cause, or (d) upon award of contract to a new bidder, whichever comes first.

34. **CONTRACT ADMINISTRATOR:** For purposes of monitoring performance, establishing requirements, approving and coordinating schedules, users, and equipment, the County Purchasing Department named below shall act as contract administrator on behalf of Hidalgo County:

HIDALGO COUNTY PURCHASING DEPARTMENT
ATTN: CONTRACT ADMINISTRATOR(S)
2812 S. BUSINESS HWY 281 (NEW ADMINISTRATION BLDG.)
EDINBURG, TX 78539
(956) 318-2626

35. **ADDITIONAL PROVISION:** The following clauses or provisions must be included in the contract:

A. **Liquidated Damages Clause:** The vendor acknowledges that the files and documents being stored are important public records, and that the ultimate safety and security of the documents and files rests with the District Clerk. The vendor and Hidalgo County agree that the loss of files or documents by the vendor will result in certain damages and costs to the County which are not accurately ascertainable. Therefore, in the event that a file is lost or destroyed as a result of the negligent or willful act of the vendor or its agents, employees, officers or contractors, and said loss or destruction is not covered by insurance required to be maintained under other provisions of these specifications, the vendor and Hidalgo County agree that the vendor shall pay to the Hidalgo County District Clerk,

as liquidated damages, the sum of $1,000.00 for each file or portion of a file which is lost or destroyed within 10 days upon the discovery of the lost or destroyed file or portion thereof. The vendor and Hidalgo County agree that the amount established by this provision as liquidated damages is reasonable under the circumstances existing at the time of the execution of this contract with vendor pursuant to this procurement.

36. **SCOPE OF CONTRACT:** The contract for the procurement of the Services describes herein shall be as follows:

a) **A firm fixed price, estimated quantity contract** calling for delivery of the products and Services identified in the Bid Specifications, including the **Records Inventory List** (see page 3, Specifications above), at the stated prices, submitted by the bidder.

b) Upon acceptance of a bid by Hidalgo County Commissioners' Court and issuance of a Contract Award by the Hidalgo County Purchasing Agent, contractor shall be obligated to perform the services at the stated prices, within the time specified, and in accordance with all Legal Notices and Specifications contained herein.

c) During the term of the agreement, should the volume of boxes decrease for **the Purchasing Department**, THIS BID SHALL BE **ON A PRO-RATED PER BOX (UNIT COST) AS VOLUME OF BOXES DECREASES.** for the storage of Hidalgo County records at a staffed facility and at which all files will be stored in proper storage. Hidalgo County reserves the right to utilize whichever option is most beneficial to Hidalgo County Purchasing Department.

The quantities stated in the **Records FEBRUARY 28, 2014**. This represents a realistic estimate based on past consumption for purposes of securing a bid price. **The quantities are not firm and are not hereby ordered or called for. No County department is required to use the services of the selected bidder at any time but shall only use such services as may be convenient and necessary for the proper records management operation of the particular office and department.** Actual requirements for services will be stated through issuance of individual purchase orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such purchase orders are issued.

CHANGES TO GENERAL SCOPE OF CONTRACT: The County Purchasing Agent may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:

a. Method of delivery or pickup of files
b. Place of deliveries.
c. Correction of errors of a general administrative nature of other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
d. Description of services to be provided which do not result in additional expenses to the Contractor.
e. Time of performance (i.e. hours of day, days of week, etc.)
f. 37. **FUNDING:** Funds for payment on the proposed contract have been provided through the COUNTY OF HIDALGO budget approved by Commissioners' Court for 2014 year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this contract is considered a recurring requirement and is included as a standard and routine expense of Hidalgo County to be included in each proposed budget within the foreseeable future.

County Commissioners' Court expect this to be an integral part of future budgets to be approved during the period of the proposed contract except for unanticipated needs or events which may prevent such payments against the contract. However, COUNTY OF HIDALGO cannot guarantee the availability of funds, and enters into this contract only to the extent such funds are made available. The Fiscal Year for County extends from January 1st to December 31st of each calendar year.

38. **INVOICING:** All invoices submitted by contractor must reference the contract number and purchase order number(s) on the invoice. Hidalgo County will not pay invoices that are in excess of the amount authorized by the purchase order number or the contract.

39. **DESIGNATED COUNTY HOLIDAYS 2014:** No deliveries will be requested on designated holidays, unless specific prior arrangements have been made. Below is the approved holiday schedule. Future schedules are expected to be similar.

HOLIDAY SCHEDULE 2014		
NEW YEAR'S EVE/DAY	WEDNESDAY/THURSDAY	DECEMBER 31, 2014/JANUARY 01, 2015
MARTIN LUTHER KING DAY	MONDAY	JANUARY 20, 2014
PRESIDEN'TS DAY	MONDAY	FEBRUARY 17, 2014
GOOD FRIDAY	FRIDAY	APRIL 18, 2014
EASTER	MONDAY	APRIL 21, 2014
MEMORIAL DAY	MONDAY	MAY 26, 2014
INDEPENDENCE DAY	FRIDAY	JULY 04, 2014
LABOR DAY	MONDAY	SEPTEMBER 01, 2014
VETERAN'S DAY	TUESDAY	NOVEMBER 11, 2014
THANKSGIVING	THURSDAY/FRIDAY	NOVEMBER 25 & 26, 2014
CHRISTMAS EVE/DAY	THURSDAY/FRIDAY	DECEMBER 25 & 26, 2014

EXHIBIT "A"

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AFFIDAVIT

BEFORE ME, the undersigned _____authority on this _____day personally appeared who, being by me duly sworn, upon oath says: that he/she is duly qualified and authorized to make this affidavit for and on behalf of _____, bidder/offeror /contractor, of _____County, Texas, and is fully cognizant of the facts herein set out and affirms to the truth and accuracy of the certifications made herein by signing this affidavit; that the bidder/offeror/contractor has received the list of key persons dated , 2011, and attached to this affidavit as Exhibit "A"; that he/she personally read the said Exhibit "A"; that he/she can read the English language; and that he/she has no knowledge of any key person with whom the bidder/offeror is doing business or has done business during the 365-day period immediately prior to the date of this affidavit whose name is not disclosed in the bid, offer, or contract.

Bidder/Offeror/Contractor

_____
Signature of Affiant

_____
Typed or Printed Name of Affiant

_____
Title of Affiant

_____
Address

SUBSCRIBED AND SWORN to before me by the said _____ this __day of _____ 2014, to certify which witness my hand and seal of office.

Notary Public in and for _____County, Texas.

_____
Typed or printed name of notary

My commission expires:

EXHIBIT "A"

ATTACHMENT 1

Bidder acknowledges that Bidder is doing business or has done business during the 365-day period immediately prior to the date on which this bid is due with the following key persons and warrants that these are the only such key persons.

1. _____ _____
   Print Name Title

2. _____ _____
   Print Name Title

If no one is listed above, Bidder warrants that Bidder is not doing business and has not done business during the 365-day period immediately prior to the date on which this bid is due with any key person.

HIDALGO COUNTY

OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK UP,
RETRIEVAL & DELIVERY SERVICES" for
RFB No. 2014-050-05-21-YZV

I. **Vehicles:** List vehicles to be utilized for this Project: Make/Model, Vehicle Identification Numbers, License Plate Numbers, for each vehicle currently owned and/or leased by bidder which shall be covered under insurance requirements as set forth by Hidalgo County. (If additional space is required a second sheet is provided.) Vendor must provide the following information:

Year/ Make/Model	Vehicle Identification No.	License Plate No.	Vendor Owned or Leased

II. **System/Equipment:** List equipment that you will be utilizing to render the services detailed in the specifications.(i.e. shelving, file storage, tracking system).

III. **<u>Staffing</u>:** Number of employees that will be assigned to render all specifications detailed herein for storage boxes for Hidalgo County? Explain staff positions and duties.

EXHIBIT "F"

KEY LIST

"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK UP, RETRIEVAL & DELIVERY SERVICES" for HIDALGO COUNTY
BID NO.: 2014-050-05-21-YZV

LIST OF KEY PERSONS

NAME OF INDIVIDUAL HOLDING OFFICE/POSITION	POSITION HELD
HON. RAMON GARCIA	HIDALGO COUNTY JUDGE
HON. A.C. CUELLAR	HIDALGO COUNTY PRECINCT NO. 1
HON. HECTOR "TITO" PALACIOS	HIDALGO COUNTY PRECINCT NO. 2
HON. JOE M. FLORES	HIDALGO COUNTY PRECINCT NO. 3
HON. JOSEPH PALACIOS	HIDALGO COUNTY PRECINCT NO. 4
HON. J.E. "EDDIE" GUERRA	HIDALGO COUNTY SHERIFF
HON. LAURA HINOJOSA	HIDALGO COUNTY DISTRICT CLERK
MARTHA L. SALAZAR	HIDALGO COUNTY PURCHASING AGENT

EXHIBIT "G"

INFORMATION REQUEST FORM	
File № Requested:	Cause №:
Style of Case:	
Requested by (Entity):	
Picked up by:	
Signature:	Date & Time:
This is to certify that the above –named person is duly authorized to receive the information being requested herein. It is this party's responsibility to ensure the return of these documents.	
Hidalgo County District Clerk, or Assignee:	
Date & Time Returned:	
Returned by:	Signature:

Hidalgo County "Information Request Form" 2/2014

EXHIBIT "H"

REQUEST FOR EMERGENCY SERVICES

This to authorize the retrieval and delivery of records under emergency (special) circumstances mentioned in Section VI, Hours of Service Required, and Section IX Contract (Special) Provisions, of the:

"Off-Premises Storage, Records Management, Pick-Up & Delivery Services" **–**

_____(Entity)

I_____, hereby acknowledge that an urgency exists which warrants the immediate retrieval and delivery of the records listed on the attached Exhibit "G".

_____ _____

Type Department Head and/or Designee Date

Hidalgo County "Request for Emergency Services" 2/2014

EXHIBIT “B”

BID PAGE

EXHIBIT "B"

BID PAGE
"OFF PREMISES STORAGE, RECORDS MANAGEMENT,
PICK UP, RETRIEVAL & DELIVERY SERVICES" **for**
HIDALGO COUNTY (All Funding Sources)
BID NO.: 2014-050-05-21-YZV

Hidalgo County will award to the responsible bidder submitting the **lowest bid** for the item(s) as specified/identified in the Schedule of Items (Records Inventory List) and meeting all specifications/requirements for all departments.

All bidders must present costs on a monthly basis in equal amounts for up to 36 months. No deviations in monthly cost will be accepted. This is a term contract with a Firm fixed monthly rate regardless of the services provided. NO DEVIATIONS FROM HIDALGO COUNTY SPECIFICATIONS WILL BE ACCEPTED.

Hidalgo County will award this contract on yearly basis, commencing on the date of award and/or execution of contract. The County of Hidalgo has the sole option to renew and extend for an additional two (2) - one (1) year periods.

(A) PRICE FOR STORAGE OF **CURRENT AND FUTURE** RECORDS INVENTORY: **DISTRICT CLERK'S OFFICE**

MONTHLY $ 27,260.00 ANNUAL$ 327,120.00

(B) PRICE FOR STORAGE OF **CURRENT AND FUTURE** RECORDS INVENTORY **PURCHASING DEPARTMENT**

MONTHLY $ 695.00 ANNUAL$ 8,340.00

During the term of the agreement, should the volume of boxes decrease for **the Purchasing Department**, THIS BID SHALL BE **ON A PRO-RATED PER BOX (UNIT COST) AS VOLUME OF BOXES DECREASES.** Hidalgo County reserves the right to utilize whichever option is most beneficial to Hidalgo County Purchasing Department.

UNIT COST:$ .65

(C) PRICE FOR STORAGE OF **CURRENT AND FUTURE** RECORDS INVENTORY: **SHERIFF'S OFFICE**

MONTHLY $ 780.00 ANNUAL$ 9,360.00

(D) BIDDER IS TO PROVIDE A BID PRICE FOR STORAGE BOXES. **(PLEASE SPECIFY BOX SIZE)**

BID PRICE $ 2.95 SIZE: 10 x 12 x 15

BID PRICE $ 2.95 SIZE: 10 x 12 x 15

EXHIBIT "B"

BID PAGE
"OFF PREMISES STORAGE, RECORDS MANAGEMENT,
PICK UP, RETRIEVAL & DELIVERY SERVICES" **for**
HIDALGO COUNTY (All Funding Sources)
BID NO.: 2014-050-05-21-YZV

BIDDER/COMPANY NAME: CTC Distributing, Ltd

ADDRESS: 615 Blaze Blvd

CITY: Edinburg **STATE:** TX **ZIP CODE:** 78539

PHONE №: 956.686.4351 **FAX №:** 956.787.9804

AUTHORIZED SIGNATURE:

PRINTED NAME: Kelly Madden

TITLE: General Manager **EMAIL:** k_madden@ctcdistributing.com

OPENED
5/21/14
9:50 AM
Witnessed

EXHIBIT “C”
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/7/2014

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
McAfee Insurance Agency
P. O. Box 625
321 Second Street
Mercedes TX 78570

CONTACT NAME: Mindy Rivera
PHONE (A/C, No, Ext): (956)565-2481 FAX (A/C, No): (956)565-2733
E-MAIL ADDRESS: mindy@mcafeeagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Republic Lloyds	
INSURER B : Texas Mutual Ins. Co.	
INSURER C : Hanover Insurance Company	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Goldman Services, Inc., etal
CTC Distributing, LTD
615 Blaze Blvd
Edinburg TX 78539

COVERAGES CERTIFICATE NUMBER: 14-15 WC Renewal 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 X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		CMP 5636060	11/21/2013	11/21/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 200,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BAP 5636061	11/21/2013	11/21/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
A	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UMB5636062	11/21/2013	11/21/2014	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TSF 0001176109	1/5/2014	1/5/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Motor Truck Cargo Warehouse Legal Liab			IHD3260703-05	6/3/2014	6/3/2015	Single Conveyance/$100,000 Limit	Deduct/1,000 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County
Purchasing Department
2812 S Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

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

Richard Garza/MIN

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HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: MAY 21, 2014 | **BID OPENING TIME:** 9:30 A.M.

DESCRIPTION OF BID: "**OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP, RETRIEVAL & DELIVERY SERVICES**"

BID NO: 2014-050-05-11-YZV | **BUYER:** Yolanda Velasquez

BID Nº	NAME OF COMPANY	Acknowledge	BID PRICE
#1	**CTC Distributing, LTD**	√	**a) DISTRICT CLERKS** Monthly: $ 27,260.00 Annual:$ 327,120.00 **b) PURCHASING DEPARTMENT** Monthly:$ 695.00 Annual:$ 8,340.00 Per Unit:0.65 ¢ **c) SHERIFF OFFICE** Monthly$ 780.00 Annual:$ 9,360.00 **d) BOX SIZE** Bid Price:$ 2.95 Size: 10 H x 12 W x 15 L
#2			**a) DISTRICT CLERKS** Monthly:$ Annual:$ **b) PURCHASING DEPARTMENT** Monthly:$ Annual:$ Per Unit: **c) SHERIFF OFFICE** Monthly$ Annual:$ **d) BOX SIZE** Bid Price:$ Size: H x W x L

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: MAY 21, 2014 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP, RETRIEVAL & DELIVERY SERVICES" HIDALGO COUNTY
BID NO.: 2014-050-05-21-YZV

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1.CTC Distributing Kelly Maden	Email	k_madden@ctcdistributing.com YZV	05/05/14	615 Blaze Blvd. Edinburg, Texas 78539 Tel: 956-686-4351 x17
2.Seven Outsource.com Christina Miller	Email	Christina@sevenoutsource.com YZV	05/07/14	616 Corporate Way, ste 2-5122 Valley Cottage, NY 10989 Tel: 315-308-7852
3. Lenovo Public Sector Jeremy Shaw	Email	Jshaw2@lenovo.com YZV	05/07/14	Tel: 512-431-8883
4.Government & Education Solutions Hector A. Orellana	Email	Ho9555@att.com YZV	05/07/14	7210 Beech Ave McAllen, TX 78501 Tel: 956-984-4617
5.Prime Vendor, INC Ashley Reed	Email	Work41@prime-vendor.com YZV	05/07/14	46220Cedar Ave. Ste 124 Wilmington, NC 28403 Tel: 800-746-9554
6. CDW-G Chris Schlogel	Email	chrschl@cdw.com YZV	05/07/14	120 S. Riverside Rd Chicago, IL 60606 Tel: 312-547-2293
7. At & T Thomas Molina	Email	Tm2749@att.com YZV	05/08/14	Tel: 361-694-7007
8. Banctec Neil Patterson	Email	Neildean.patterson@banctec.com	05/16/14	2701 E. Grauwyler Rd Irving, Texas 75061 Tel: 972-821-4767
9.				
10				
11				
12				

***VIA:** **BIDDER LIST MAIL OUT (BLM)** **IN PERSON (IP)**
E-MAIL (EM) **TELEPHONE REQUEST (TR)**

MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Hon. J.E. "Eddie" Guerra, Interim Sheriff
H.C. Sheriff's Office
Attn: Juan Tapia

From: Yolanda Velasquez
Purchasing Dept., Buyer III

Date: May 21, 2014

Re: **REQUEST FOR RECOMMENDATION for: RFB-2014-050-05-21-YZV "OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP RETRIEVAL & DELIVERY SERVICES"**

We received a sole response to the above mentioned project. Enclosed you will find a copy of the Tabulation sheet for your review and recommendation/non-recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response by **Tuesday, May 27, 2014 @ 4:00 p.m. or if possible earlier** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **yolanda.velasquez@co.hidalgo.tx.us**

☑ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

BUDGET ACCOUNT#: 4-1100-421-00-280-001-0-350

Recommendations/Concerns:

Please AWARD TO S0/a Bidder

If you should have any questions or need additional information please let me know.

AUTHORIZED SIGNATURE | Richard Orona | 5-22-2014

PRINTED NAME | DATE

MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Hon. Laura Hinojosa,
H.C. District Clerk
Attn: Stephanie Palacios

From: Yolanda Velasquez
Purchasing Dept., Buyer III

Date: May 21, 2014

Re: **REQUEST FOR RECOMMENDATION for: RFB-2014-050-05-21-YZV "OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP RETRIEVAL & DELIVERY SERVICES"**

We received a sole response to the above mentioned project. Enclosed you will find a copy of the Tabulation sheet for your review and recommendation/non-recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response by **Tuesday, May 27, 2014 @ 4:00 p.m. or if possible earlier** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **yolanda.velasquez@co.hidalgo.tx.us**

☑ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

BUDGET ACCOUNT#: 1238-412-090-003-0-350

Recommendations/Concerns: _____

If you should have any questions or need additional information please let me know.

Laura Hinojosa LAURA HINOJOSA 5/30/14

AUTHORIZED SIGNATURE PRINTED NAME DATE

MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Nielda Cavazos
H.C. Purchasing Department

From: Yolanda Velasquez
Purchasing Dept., Buyer III

Date: May 21, 2014

Re: **REQUEST FOR RECOMMENDATION for: RFB-2014-050-05-21-YZV "OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP RETRIEVAL & DELIVERY SERVICES"**

We received a sole response to the above mentioned project. Enclosed you will find a copy of the Tabulation sheet for your review and recommendation/non-recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response by **Tuesday, May 27, 2014 @ 4:00 p.m. or if possible earlier** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **yolanda.velasquez@co.hidalgo.tx.us**

☑ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

BUDGET ACCOUNT#: 4-1100-415-18-160-001-0

Recommendations/Concerns: _____

If you should have any questions or need additional information please let me know.

Nielda Cavazos — Nielda Cavazos — 5/21/14

AUTHORIZED SIGNATURE — PRINTED NAME — DATE

AI-45552 **Purchasing Department 19. A. 2.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted For: Esther A. Cortez, HC-HR, Dir.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Hidalgo County Human Resources Department:
Requesting/recommending action for Hidalgo County Commissioners Court to waive minimum meeting time provision of two (2) hours under HC Accounting Procedures Manual Food Policy (approved by CC 08/05/08)

Section-A. (page 2 of 5)
Policies & Guidelines-Permitted Expenditures

1. b The duration of the events must be two or more consecutive hours

for the Civil Service Meeting held on 06-12-14 and thus allowing the processing of Invoice #0000275577-$42.40 for payment to Subway Sandwiches & Salads through PO#703349.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 41100415501900010630

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

BUDGETARY IMPACT:
Funds available thru PO# 703349

Attachments

HR Food Policy
Food Policy CC 08-05-08

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	07/17/2014 10:55 AM
Budget & Management	Debbie Tamez	07/17/2014 11:21 AM
Auditor's Office	Monica Badillo	07/18/2014 05:26 PM

Form Started By: Marty Salazar Started On: 07/16/2014 06:11 PM

Final Approval Date: 07/18/2014

AI-45400
CC - REGULAR
Meeting Date: 07/22/2014
Submitted For: Civil Service

Submitted By: Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION
Human Resources (Civil Service)

Approval to process payment of the following invoice in accordance with Accounting Procedures Manual (Food Policy) through PO #703349.

Vendor	Invoice Date	Invoice No.	Invoice Amount	Purpose/event
Subway Sandwiches	06/12/14	0000275577	$ 52.40	Civil Service Commission meeting on 06/12/14

BACKGROUND
Duration of event was 1.50 hours.
Policy states that event must be two or more consecutive hours.

Fiscal Impact

FISCAL YEAR: 2014
ACCT. #: 4-1100-415-50-190-001-0-630
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available through PO#703349.

Attachments

invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/09/2014 05:05 PM
Glinda Pacheco	Glinda Pacheco	07/10/2014 03:45 PM
Budget & Management	Debbie Tamez	07/09/2014 05:05 PM
Glinda Pacheco	Glinda Pacheco	07/10/2014 03:45 PM
Auditor's Office		
Purchasing Department		

Form Started By: Sylvia Rios
Started On: 07/08/2014 04:14 PM

HIDALGO COUNTY, TEXAS
NON-TRAVEL MEALS, REFRESHMENTS, AND RELATED EXPENSE CLAIM

RECEIVED BY
COUNTY AUDITOR

2014 JUN 17 PM 3 '19

DEPARTMENT INFORMATION

Department: Human Resources
Department Contact Name: Esther A. Cortez/Sylvia Rios
Contact Phone Number: (956) 318-2660

EVENT INFORMATION

Date: 6/12/2014 Start Time: 5:30 PM End Time: 7:00 PM

Duration: 1:30 Less than two hours. Location: 208 West Cano Street, Edinburg

Purpose of Event:
x Meeting ____ Training ____ Other: Civil Service meeting
(Please explain.)

Attendees: *(Please attach sign-in sheet)*
County Employees 2 + Non-County Employees 4 = Total 6

Meals: *(Meals may not exceed $10.00 per person including taxes and gratuity or $250.00 per event.)*
Breakfast ____ + Lunch ____ + Dinner ____ = Total 0
Refreshments: ____ *(Refreshments may not exceed $3.00 per person or $125.00 per event.)*
Related Expenses: ____ *(Related expenses may not exceed $25.00 per event.)*

	ACTUAL	ALLOWABLE
Meals Expense:	$ 35.00	$ -
Refreshments Expense:	$ 17.40	$ -
Related Expenses:	$ -	$ -
Total Event Expenses:	$ 52.40	$ -

(Please attach original receipts.)

FUNDING

Purchase Order Number: 703349 Account Number: 4-1100-415-50-190-001-0.630

APPROVAL

I, the undersigned, certify to the best of my knowledge, that the expenditures incurred were for official County business, have been expressly authorized by the Purchasing Department, and are in compliance with the Policy on Non-Travel Meals, Refreshments, and Related Expenses.

Esther A. Cortez
Name of Approving County Official/Department Head
(Please Print)

Esther A. Cortez by Sylvia Rios
Signature of Approving County Official/Department Head

June 16, 2014
Date

RECEIVED BY
COUNTY AUDITOR

2014 JUN 17 PM 3:49

RECEIVED
JUN 13 2014
HUMAN RESOURCES

SALE RECEIPT

Store #6216 tko 06/12/14 14:44:52
Subway Sandwiches & Salads
102 S. 2nd Street
Edinburg TX 78539
(956)380-2625
Trans# 125 Clerk 14 Octavio
Ovr1 TRDT 061214 Reg-ID REG-MAIN
Receipt # 0000275577

ITEM	QTY		PRICE	MEMO	PLU
FrshFitPlt	1	$	35.00		20204
TUR HAM PT	1	$	0.00		30229
CHIPS	1	$	1.10		10020
CHIPS	1	$	1.10		10020
CHIPS	1	$	1.10		10020
CHIPS	1	$	1.10		10020
CHIPS	1	$	1.10		10020
CHIPS	1	$	1.10		10020
BTL Bev	1	$	1.80		10024
BTL Bev	1	$	1.80		10024
BTL Bev	1	$	1.80		10024
BTL Bev	1	$	1.80		10024
BTL Bev	1	$	1.80		10024
BTL Bev	1	$	1.80		10024

SUBTOTAL $ 52.40
Sales Tx $ 0.00

TAKE-OUT **TOTAL $ 52.40
Credit AMT TEND $ 52.40

CHANGE DUE$ 0.00

How'd we do? Get a free cookie.
Tal

INVOICE RECEIVED BY:
H. Solis ON 06.12.14
GOODS/SERVICES RECEIVED BY:
H. Solis ON 06.12.14

DATE : 06.16.14
APPROVED: Sylvia Rios

PO# 703349
4-1100-415-50-190-001-0630

Esther A. Cortez
Human Resources Director

HUMAN RESOURCES DEPARTMENT
County Of Hidalgo

RECEIVED BY
COUNTY AUDITOR
2014 JUN 17 PM 3

HIDALGO COUNTY, TEXAS
Civil Service Meeting

held on:

June 12, 2014
(month, date, year)

Chairperson — Aurora Villarreal Zamora

Vice-Chairperson — Michelle Rabinovich

Commissioner — Silvestre Rodriguez

Attorney — Mercedes S. Espinosa

Executive Assistant III — Sylvia Rios

Court Reporter — Hermelinda Solis

HUMAN RESOURCES DEPARTMENT
County Of Hidalgo

RECEIVED BY
COUNTY AUDITOR
2014 JUN 17 PM 3 49

Esther A. Cortez
Human Resources Director

HIDALGO COUNTY, TEXAS CIVIL SERVICE COMMISSION

NOTICE

NOTICE, IS HEREBY GIVEN IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE, THAT A MEETING OF THE HIDALGO COUNTY, TEXAS CIVIL SERVICE COMMISSION WILL BE HELD ON THURSDAY, JUNE 12, 2014, AT 5:30 P.M., AT THE HIDALGO COUNTY HUMAN RESOURCES DEPARTMENT, LOCATED AT 208 WEST CANO, EDINBURG, TEXAS. DISCUSSION AND POSSIBLE ACTION RELATING TO THE FOLLOWING BUSINESS WILL BE TRANSACTED.

At anytime during the course of this meeting, the Board may retire to Executive Session under Texas Government Code, Section 551.071 (2) to confer with its legal counsel on any subject matter in this agenda in which the duty of the attorney to the Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. At anytime during the course of this meeting, the Board may retire to Executive Session to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more of the exceptions to the Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code;

AGENDA

ITEM 1. Call to order;

ITEM 2. Public Comments;

ITEM 3. Approval of minutes of April 03, 2014;

HUMAN RESOURCES DEPARTMENT
County Of Hidalgo

RECEIVED BY
COUNTY AUDITOR
2014 JUN 17 PM 3 49

Esther A. Cortez
Human Resources Director

ITEM 4. **Discussion, consideration and/or possible action without hearing, consolidation, hearing setting, action on motion for continuance, and/or hearing on the following complaints/grievances;**

1013-PCT#4-T-029
0913-S-D-028
0214-S-T-003

ITEM 5. **Adjournment to closed session pursuant to Texas Government Code (551.074) for discussion and/or hearing on one or more of the complaints/grievances listed in Item 4;**

ITEM 6. **Reconvene in open session;**

ITEM 7. **Additional discussion and/or possible action on complaints/grievances listed on item 4;**

ITEM 8. **Adjourn;**

TO BE POSTED THIS 6th DAY OF JUNE 2014

NON-TRAVEL MEALS, REFRESHMENTS, AND RELATED EXPENSES

REFERENCE

County Auditor's Form M-1, "*Non-Travel Meals, Refreshments, and Related Expenses Claim*"

AUTHORITY

Local Government Code § 112.002, *"Accounting System in County With Auditor and Population of 190,000 or More"*

Government Code § 611.001, "*Lodging and Meal Expenses*"

Generally, meals provided to employees are considered taxable wages that must be reported on Form W-2, subject to Federal income tax withholding, social security, and Medicare unless specifically excluded by a section of the Internal Revenue Code (IRC). *IRC § 61, § 3121, § 3401*

Federal Tax Regulations § 31.3121(a)-1(h) and § 31-3121(a)-3 provide that amounts paid specifically—either as advances or reimbursements—for traveling or other bona fide ordinary and necessary expenses incurred or reasonably expected to be incurred in the business of the employer are not wages and are not subject to withholding if paid under an accountable plan.

A plan under which an employee is reimbursed for expenses – or receives an allowance to cover those expenses – is an accountable plan only if three conditions are satisfied: (1) there must be a business connection for the expenses; (2) the employee must either substantiate or be deemed to have substantiated the expenses; and (3) the employee must return to the employer amounts in excess of the substantiated expense. *IRC § 62(c); Reg. § 1.62-2(c); Reg. § 1.274-5T*

PURPOSE

The Hidalgo County Commissioners Court on August 5, 2008 approved the policy set forth below. The policy expands on the current authorization for expenditures of food for:

- Jurors (Code of Criminal Procedure Art. 104.001),
- Prisoners (Code of Criminal Procedure Art. 104.002),
- Adult Probation (Government Code § 509.011),
- Juvenile Probation (Human Resources Code § 141.082, § 141.084, § 152.0012, and § 152.1141), and
- AgriLife Extension (Agriculture Code § 43.033).

The policy provides guidelines to departments concerning when non-travel meals, refreshments, and related expenses may be paid for with County funds. The procedures set forth below are prescribed by the Hidalgo County Auditor and are to be followed regarding the payment or reimbursement of non-travel meals, refreshments, and related expenses.

SCOPE

The policy, procedures, and guidelines apply to all Hidalgo County officials, department heads, and employees. Applicability of this policy is limited to non-travel meals and refreshments. This policy does not apply to payment or reimbursement of meals while the employee or individual is on travel status. Refer to the Travel Policy for situations in which the employee or individual is on travel status.

DEFINITIONS

"County Sponsored Events" means meetings, seminars, conferences, training sessions, and similar functions to conduct official County business.

"Meals" means food and non-alcoholic beverages provided at breakfast, lunch, or dinner.

"Necessary Expense" means an expense that is appropriate for the conduct of County business.

"Ordinary Expense" means an expense that is common and accepted in County business.

"Refreshments" means non-alcoholic beverages and food items (i.e., fruit, pastries, chips, cookies, cake, candy, etc.) commonly served between meals, but not intended to substitute for meals.

"Related Expenses" means expenses for essential serving products such as paper plates, cups, and plastic utensils related to allowable non-travel meals and refreshments.

POLICIES AND GUIDELINES

Based upon sufficient appropriations in the department's budget and approval by the official or department head, the County of Hidalgo, Texas will allow for the payment or reimbursement of non-travel meals, refreshments, and related costs incurred for the following purposes:

A. Permitted Expenditures

1. County sponsored events for the purpose of conducting substantial and bona fide official County business where attendees include at least one County employee and one or more non-County employees.

    a. Expenditures may be incurred only for those attendees whose presence is necessary for the purpose of the event.

    b. The duration of the events must be two or more consecutive hours.

    c. If the County sponsored event occurs during a recognized meal period (i.e., breakfast 7:00 am to 8:00 am; lunch 12 noon to 1 pm; dinner 6:00 pm to

7:00 pm) in order to accommodate scheduling requirements, meals may be provided. Otherwise, only refreshments will be permitted.

d. Examples include, but are not limited to:
   i. Commissioners Court meetings
   ii. Commission/board/committee meetings.
   iii. Business meetings relating to promotion of economic development, building community cooperation, or information gathering.
   iv. Formal training sessions held for the purpose of instruction or dissemination of information to general public.

2. Meal, refreshments, and related costs specifically authorized in a Federal, state or local government contract or grant, and only to the extent and for the purposes authorized.

3. Beverages for the purpose of providing hydration (sports drinks containing electrolytes) for employees performing job tasks outdoors where they are exposed to hot or humid weather conditions. This includes employees performing road work.

To conform to IRS regulations governing business expenses, the County will not reimburse costs to a County employee for non-travel meals, refreshments, and related costs when the reimbursement results in taxable income to the employee.

B. Guidelines for Permitted Expenditures

The following guidelines should be followed when making permitted expenditures for non-travel meals, refreshments, and related costs:

1. Budget: The sponsoring department must have sufficient appropriations in their budget (object code 630 *Food*) for such events.

2. Reasonable Costs (including taxes and gratuity): Meals may not exceed $10 per person or $250 per event. Refreshments may not exceed $3 per person or $125 per event. The cost of related expenses may not exceed $25.

3. Documentation Requirements: The following supporting documentation will be required for the County Auditor to process payment for non-travel meals, refreshments, and related expenses except when purchasing beverages pursuant to Section A.3. For this purpose, only a purchase order and an original itemized invoice or receipt will be required:

   a. Purchase order. The purchase order should include the event date, time, duration, and place; estimated number of attendees and affiliation; purpose of the event; and whether meals or refreshments will be provided.
   b. Original itemized invoice or receipt.
   c. Completed County Auditor's Form M-1, "*Non-Travel Meals, Refreshments, and Related Expenses Claim*" that documents the date, time, place, amount, and business purpose of the event.
   d. Written agenda.

e. Sign-in sheet. The sign-in sheet must include the attendees' first and last names, title, and affiliation with the County. If it is not possible to provide a sign-in sheet, the reason for not providing the sign-in sheet must be documented and an estimated number of attendees must be provided.

4. The County Auditor will not pay or reimburse meal expenses that lack documentation or a clear business purpose.

C. Prohibited Expenditures

Expenditures of county funds for the following are specifically prohibited:

- Alcoholic beverages,
- Supplies for coffee breaks, office refreshments, etc.
- Regularly scheduled staff meetings
- Social events such as celebrating holidays or birthdays
- Employee recognition, volunteer recognition, or thank-you events
- The cost of meals or refreshments covered by a registration fee
- Charitable or political functions

PROCEDURES

A. County Department

1. Ensure that expenditures for non-travel meals, refreshments, and related costs comply with County policy and fund source restrictions.
2. Process a requisition in accordance with county purchasing policies and procedures. A requisition(s) should be issued for each event. The requisition should include the required information (Refer to Documentation Requirements for purchase orders under Guidelines for Permitted Expenditures).
3. Submit completed and signed County Auditor's Form M-1, "*Non-Travel Meals, Refreshments, and Related Expenses Claim*" to the County Auditor's Office - Accounts Payable Section, if required.
4. Ensure that the "*Non-Travel Meals, Refreshments, and Related Expenses Claim*" is accompanied by the following documentation:
    a. Purchase order.
    b. An original itemized invoice or receipt.
    c. A written agenda.
    d. A sign-in sheet. The sign-in sheet must include the attendees' first and last names, affiliation with the County, and position. If it is not possible to provide a list of attendees, for instance in case of employee health fairs, the reason for not providing the list of attendees must be documented and an estimated number of attendees must be provided.

B. Purchasing Department

1. Review requisition submitted by county departments for compliance with this County policy as well as County purchasing policies and procedures.
    a. If requisition complies with County policy, issue purchase order.
    b. If requisition does not comply with County policy, deny the requisition and notify department of deficiencies.

C. County Auditor's Office - Accounts Payable Section

1. Review original itemized invoice or receipt and supporting documentation to determine compliance with County policy.
    a. If documentation complies with County policy, process payment in accordance with internal procedures.
    b. If documentation does not comply with County policy, return the documentation to the requesting department with an explanation for the denial to process payment.

AI-45447 **Purchasing Department 19. B. 1.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted For: Martha L. Salazar, CPPB, HC PA **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of "Third Amendment" (approved as to form by legal) to the existing AIA B101-2007 Contract #C-10-320-02-08; Standard Form of Agreement between Hidalgo County (Owner) and Alcocer Garcia Associates (Architect) of the revision of budget increase request in connection to the architectural services for the "Design and Construction of A New Constable Building" in Precinct No. 1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1336-421-00-220-042-0-720

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

BUDGETARY IMPACT:

Funds available pending CC approval of AI #45559.

Attachments

CONTRACT

request

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	07/18/2014 09:31 AM
Budget & Management	Debbie Tamez	07/18/2014 09:40 AM
Auditor's Office	Monica Badillo	07/18/2014 05:26 PM

Form Started By: Vangie Garcia Started On: 07/10/2014 02:55 PM

Final Approval Date: 07/18/2014

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SECOND AMENDMENT TO AIA B101-2007
STANDARD FORM OF AGREEMENT BETWEEN
ARCHITECT AND OWNER
(New Constable Building-Precinct No. 1)

This SECOND AMENDMENT (the "Amendment:") between **ALCOCER-GARCIA ASSOCIATES, INC.** (the "Architect"), and **HIDALGO COUNTY** (the "County"), is effective as of October 15, 2013.

WHEREAS, Architect and County entered into that certain AIA B101-2007 Agreement made as of February 8, 2011 and number C-10-320-02-08 (the "Original Agreement"), whereby the Architect agreed to provide professional services for the assessment and preparation of construction documents for the design and construction of a new constable building in Precinct No. One (the "Building");

WHEREAS, Architect and County entered into that certain Amendment to AIA B101-2007 Standard Form of Agreement Between Architect and Owner (New Constable Building-Precinct No.1) effective as of May 31, 2011 (the "First Amendment"), which First Amendment amended the Original Agreement (as so amended, the "Agreement"),

WHEREAS, the estimated construction cost for the Project (as defined in the Agreement") has subsequently increased to Seven Hundred Seventy-One Thousand Six Hundred Ninety Seven and 86/100 Dollars, resulting in an increase in the estimate of the Architect's compensation from Forty-Seven Thousand Three Hundred Ninety-Five 43/100 Dollars to Fifty-Five Thousand Nine Hundred Forty-Eight and 9/100 Dollars because pursuant to section 11.1 of the Agreement such compensation is a percentage of the final cost of construction of the Building;

WHEREAS, the final construction cost is not expected to increase above the current estimate because the parties anticipate construction of the Building to be completed soon, so the compensation due under the Agreement is not expected to increase about the current estimate set forth above; and

WHEREAS, the parties desire to amend the Agreement to incorporate these changes.

NOW THEREFORE, for and in consideration of the tasks performed by Architect and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, Architect and County hereby agree to as follows:

1. Section 11.1 of the Agreement is hereby amended to read in its entirety as follows:

> **§ 11.1** For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows: An amount equal to 7.25% of the final cost of construction of the building, which compensation to the Architect is estimated as of September 17, 2013, to be Fifty-Five Thousand Nine Hundred Forty-Eight Dollars and Nine Cents ($55,948.09). Any increase in the compensation above such estimate shall be agreed to by the parties in a written amendment to this Agreement.

2. All terms, conditions and covenants set forth in the Agreement, except as modified in this Amendment, are hereby ratified and confirmed, and remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is entered into by the parties hereto as of the date set forth above.

HIDALGO COUNTY

Ramon Garcia
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 10/15/13 RO

ATTEST:

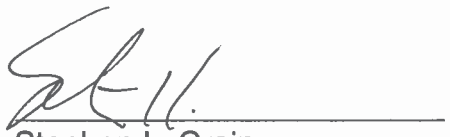
Arturo Guajardo, Jr., County Clerk

ALCOCER GARCIA ASSOCIATES, INC.

George A. Garcia
George A. Garcia, Architect and Vice President

Approved as to Form:

Atlas, Hall & Rodriguez, LLP

By: 
Stephen L. Crain

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/30/2013

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: San Juanita Palacios
Montalvo Insurance Agency 208 South Texas Blvd PO Box 2 Weslaco TX 78599	PHONE (A/C, No, Ext): (956) 968-5521 FAX (A/C, No): (956) 969-9198 E-MAIL ADDRESS: sanjuanita@montalvoinsurance.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
AGA, Inc., DBA: Alcocer,Garcia Associates, 1333 East Jasmine Ave. McAllen TX 78501	INSURER A: State Auto Insurance Companies	
	INSURER B: Hartford Casualty Insurance Co	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1393001242 **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 [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			BOP2489589-05	5/8/2013	5/8/2014	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		46WBCRU2956-06	4/26/2013	4/26/2014	[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Business 281
Edinburg, TX 78539

CANCELLATION

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/30/2013

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: San Juanita Palacios
Montalvo Insurance Agency 208 South Texas Blvd PO Box 2 Weslaco TX 78599	PHONE (A/C, No, Ext): (956) 968-5521 FAX (A/C, No): (956) 969-9198 E-MAIL ADDRESS: sanjuanita@montalvoinsurance.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
AGA, Inc., DBA: Alcocer,Garcia Associates, 1333 East Jasmine Ave. McAllen TX 78501	INSURER A: Landmark American Insurance Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1393001243 **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	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ ☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability "Claims Made"			LHR736615	11/10/2012	11/10/2013	$1,000,000 Each Claim $1,000,000 Aggregate limit	Ded.$2500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Business 83
Edinburg, TX 78539

CANCELLATION

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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APPROVED

AI-39960 **Purchasing Department** **42. D. 0.**
CC REGULAR
Meeting Date: 10/15/2013
Submitted For: Martha L. Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of "Second Amendment" (approved as to form by legal) to the existing AIA B101-2007 (Standard Form Of Agreement between Hidalgo County (Owner) and Alcocer Garcia Associates (Architect) of the revision of budget increase request in connection to the architectural services for "Design and Construction Of A New Constable Building" in Precinct No. 1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 1200-431-00-124-007-0-311
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Second Amendment Document
AIA Contract Document

Form Review

Inbox	Reviewed By	Date
Purchasing Department		
Budget & Management		
Auditor's Office		
Form Started By: Vangie Garcia		Started On: 07/30/2013 04:29 PM

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO AIA B101-2007
STANDARD FORM OF AGREEMENT BETWEEN
ARCHITECT AND OWNER
(New Constable Building-Precinct No. 1)

This AMENDMENT (the "Amendment:") between **ALCOCER-GARCIA ASSOCIATES, INC.** (the "Architect"), and **HIDALGO COUNTY** (the "County"), is effective as of May 31, 2011.

WHEREAS, Architect and County entered into that certain AIA B101-2007Agreement made as of February 8, 2011(the "Agreement"), whereby the Architect agreed to provide professional services for the assessment and preparation of construction documents for the design and construction of a new constable building in Precinct No. One (the "Building");

WHEREAS, the proposed square footage of the Building has increased since the execution of the Agreement, resulting in an increase in the estimated construction cost to $653,730.00;

WHEREAS, the increase in the estimated construction cost has increased the estimate of the Architect's compensation because pursuant to section 11.1 of the Agreement such compensation is a percentage of the construction cost; and

WHEREAS, the parties desire to amend the Agreement to incorporate these changes.

NOW THEREFORE, for and in consideration of the tasks performed by Architect and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, Architect and County hereby agree to as follows:

1. The Agreement is hereby amended to change both references to the square footage of the Building in the introductory provisions on the first page of the Agreement from "3,000 sq. ft." to "4,245 sq. ft".

2. Section 11.1 of the Agreement is hereby amended to change the estimated compensation from "Twenty-Six thousand-nine hundred thirty-three and seventy five cents -- ($26,933.75)" to "Forty-Seven Thousand Three Hundred Ninety-Five and 43/100 Dollars -- ($47,395.43)".

3. All terms, conditions and covenants set forth in the Agreement, except as modified in this Amendment, are hereby ratified and confirmed, and remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is entered into by the parties hereto as of the date set forth above.

HIDALGO COUNTY

Ramon García, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on 5/31/11

ALCOCER GARCIA ASSOCIATES, INC.

George A. García, Architect and Vice President

Approved as to Form:

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

Evangelina Garcia

From: Edo [edo@agadc.com]
Sent: Monday, May 16, 2011 12:30 PM
To: Vangie Garcia
Subject: Pct 1

Ms. Garcia,

Per your request, I've attached a copy of the revised estimated construction cost, excluding on-site civil improvements, for the new Pct 1 Constable Office Building.

The New Building square footage is 4,245 GSF. A difference of an additional 1,245 sf from original plan. Estimated construction cost is $653,730.00. Estimated construction cost may vary from final construction cost. Basic A/E fee based on **7.25%** of construction cost is estimated at $47,395.43. Subject to change based on final construction cost.

We are ready to begin work on this project and await your directive.

AGA
Alcócer Garcia Associates, inc.
Eduardo Alcocer
956.607.6671

Proposed New Precinct 1, Constable's Office				
WESLACO, TEXAS				
Approximate Square Feet: 4,245 GSF				
STATEMENT OF PROBABLE CONSTRUCTION COSTS				
DATE: January 18, 2011				
SCHEDULE OF VALUES	**$/S.F.**		**BLDG SF**	**SYS.$**
GENERAL CONDITIONS	$6.85		4,245	$29,078.25
SITE WORK-BY OTHERS	$0.00		4,245	
FOUNDATION	$8.25		4,245	$35,021.25
REINFORCING STEEL	$1.25		4,245	$5,306.25
MASONRY	$7.35		4,245	$31,200.75
STRUCTURAL STEEL	$8.25		4,245	$35,021.25
ROOFING	$7.25		4,245	$30,776.25
CARPENTRY	$1.85		4,245	$7,853.25
STUCCO	$4.85		4,245	$20,588.25
MILLWORK/WOOD DOORS	$4.55		4,245	$19,314.75
FINISH HARDWARE	$2.35		4,245	$9,975.75
GLASS & GLAZING	$1.85		4,245	$7,853.25
EMERGENCY GENERATOR	$15.00		4,245	$63,675.00
INTERIOR PARTITIONS	$6.00		4,245	$25,470.00
ACOUSTICAL CEILING	$1.55		4,245	$6,579.75
VCT/BASE	$1.55		4,245	$6,579.75
PAINTING	$4.85		4,245	$20,588.25
CERAMIC TILE	$4.50		4,245	$19,102.50
CHALKBOARD&TACKBD.	$1.65		4,245	$7,004.25
SPECIALTIES	$1.45		4,245	$6,155.25
DETENTION EQUIPMENT	$15.00		4,245	$63,675.00
SALLY PORT	$3.50		4245	$14,857.50
PLUMBING	$10.55		4,245	$44,784.75
HVA/C	$16.25		4,245	$68,981.25
ELECTRICAL	$17.50		4,245	$74,287.50
F.F.&E. (BY OWNER)	$0.00		4,245	
TOTAL	$154.00		4,245	$653,730.00
BASIC A/E FEE (7.25%)				$47,395.43

approved b. Approval of 2011 appropriation of funds into Pct. 1 Road Maintenance, program #005, in the amount of $31,238.55 to fund expenditures for road construction of Moore Rd.

2. AI-26850 Pct. #2 Rd Maint. (1200):
approved Approval of 2011 appropriation of funds into Road Maintenance (program 006) in the amount of $115,000.00

3. AI-26859 Pct. #2 Rd Maint. (1200):
approved Approval of 2011 appropriation of funds into S. McColl Road (Dicker-Orangewood & .5M S. Mlty Rd) Project (program 028) in the amount of $22,000.00

4. AI-26793 District Clerk Records Management & Preservation (1235):
approved Approval of 2011 appropriation of funds for the District Clerk Records Management & Preservation (1235) in the amount of $40,127.83 to fund records storage and retrieval services and storage boxes.

22. **Purchasing Department - Marty Salazar:**
Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **Hidalgo County**

nothing to report 1. **Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

2. **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:
nothing to report a-c a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
b) Construction of additional pod(s)
c) Selection and engagement of an architect for the construction of additional pods

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
nothing to report a-c a) Renovations of administration building
b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

4. AI-26799 a. Acceptance of the scoring/evaluation grid (from the designated grading committee) for the purpose of CC
approved to declare as "Qualified" the sole response received from Godinez Communications so as to proceed with the next phase of the procurement process-authority to negotiate; and

approved b. Authority for Purchasing Department to negotiate a contract with Godinez Communications for the provision of services as requested in RFP No: 2011-117-05-04-YZV-"Professional Consulting Services to Assist, Assess, Review and Facilitate the County's Revenue and Expenditure Efficiencies"

5. AI-26787 Acceptance and approval of the ***revised Supplemental Agreement No. 1 to Work Authorization No.1*** for "Fifteen (15) Parcels @ $5,000.00 per parcel for the amount of $75,000.00 with Four (4) Donated Parcels of a credit of $3,500.00 per parcel for a credit in the amount of $14,000.00 with grand total of $61,000.00 with
approved TEDSI Infrastructure in connection to Contract #C-10-062-02-16 for the "Design and Right Of Way Mapping Of HCMDS Phase II-J-09 Lateral Drain Ditch From North Main Drain To County Road 3601 (Approx. 8 Miles) for Hidalgo County Precinct No. 4" inasmuchas legal recommended some modifications to prior document.

6. AI-26686 Recommending award of bid and approval of contract document to sole bidder, CTC Distributing, LTD
approved meeting all specifications and/or requirements as attached hereto for Hidalgo County-"Off Premises Storarge, Records Management, Pick-up Retrieval & Delivery Services' RFB No. 2011-012-04-13-YZV

B. **Pct. 1**

1. AI-26783 a. Approval of "Amendment" to the existing AIA B101-2007 (Standard Form Of Agreement between Hidalgo County (Owner) and Alcocer Garcia Associates (Architect) and AIA 201-2007 (General Conditions
approved Of The Contract For Construction) of additional revised scope of services including revision of budget; and

May 31, 2011

approved → b. Authority to advertise the construction of the "Design and Construction Of A New Building-Constable Precinct No. 1".

C. Pct. 2

1. AI-26821 Requesting acceptance and approval of Pipeline Alteration Agreement between Hidalgo County and sole source vendor, Texas Eastern Transmission, LP (aka, TETLP) for the alternation of the TETLP-owned 30" pipeline and appurtenances in connection with the El Gato Road Extension Project.
approved

2. AI-26832 Acceptance and approval of Work Authorization No. 4 (for services not included in WA #1-2009 contract) for R. Gutierrez Engineering Corporation under Contract #C-10-376-12-14, with estimated fee of $8,000.00, as submitted by project engineer for El Gato Road project.
approved

D. Pct. 3

1. AI-26855 a. Acceptance and approval of Work Authorization No. 2 (with an estimated cost of $9,258.60) as submitted by project engineer, L&G Engineering Laboratory LLC for materials testing and related services for "Anzaldua's Park Levee Repair Project" to comply with Hidalgo County Pct. No. 3 and the United States International Boundary & Water Commission(USIBWC) letter of agreement (as approved by CC)-Contract #C-10-251-07-13;
approved

b. Approval to purchase water meter and other needed appurtenances from the City of Mission in the amount of $1,705.00 in connection with compliance with terms and conditions detailed in the letter of agreement between idalgo County (Pct. #3) and the USIBWC for the Anzaludua's Park Levee Repair Project.
approved

E. Pct. 4

1. AI-26764 Requesting approval of a professional engineering services agreement with DOS LOGISTICS, INC. on an "as needed basis" for: "Road and Bridge, C.I.P. and Other Projects in General" for Hidalgo County Precinct No. 4.
approved

F. Elections Dept.

1. AI-26576 a. Discussion and authority to enter into a Work Authorization with Halff and Associates, Inc., (under contract # C-10-340-10-19 for the building repairs and/or renovations and additions to county owned buildings within Hidalgo County Precinct No. 4 and to comply with the Occupations Code, section 1001.053) in connection with the "Renovations and Addition to Elections Department Warehouse Located at 317 North Closner, Edinburg Tx" ;
approved

b. Requesting authority to solicit proposals from awarded vendors (through County's membership and participation in various state and other cooperative purchasing programs/association, etc.) for: Elections Department "Renovations and Additions to Elections Department Warehouse Located on 317 North Closner";
approved

c. Requesting to appoint Richard Sunday, Infrastructure Systems Div. Mgr, as the P.O.C. and Project Manager (as requested by Elections Administrator Yvonne Ramon) for the "Renovations and Addition to Elections Department Warehouse Located at 317 North Closner, Edinburg Tx" .
approved

G. Health & Human Services Dept.

1. AI-26833 Requesting acceptance and approval of an Interlocal Cooperation Agreement between Hidalgo County Health & Human Services and Texas Engineerings Extension Service (TEEX), a member of the Texas A & M University System to provide training for personnel, including emergency response managers, first-line supervisors and administrators who will play critical roles in public health planning and emergency response.
approved

23. Closed Session:
11:20 am Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. Real Estate Acquisition

B. Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al

C. Pending and/or potential litigation

May 31, 2011

APPROVED

AI-26783 22.B.1.

AIA Contract-Construction Of New Building-Constable Precinct No. 1 (C-10-320-02-08)

CC REGULAR

Date: 05/31/2011

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Sub-category:** Prct. 1

Information

CAPTION

a. Approval of "Amendment" to the existing AIA B101-2007 (Standard Form Of Agreement between Hidalgo County (Owner) and Alcocer Garcia Associates (Architect) and AIA 201-2007 (General Conditions Of The Contract For Construction) of additional revised scope of services including revision of budget; and

b. Authority to advertise the construction of the "Design and Construction Of A New Building-Constable Precinct No. 1".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1336-421-00-220-042-0-720

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

BUDGETARY IMPACT:

Available balance as of 5-27-11 $504,172.77
Additional funding will be in place at a later time, to cover estimated construction cost, provided by architecht.

Attachments

Link: amendment

Link: AIA CONTRACT #C-10-320-02-08

Link: Revised Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/27/2011 01:32 PM	APRV
2	Budget & Management	Erika Zamora	05/27/2011 01:33 PM	APRV
3	Ivan Cantu	Ivan Cantu	05/27/2011 01:37 PM	APRV
4	Auditor's Office		05/27/2011 01:39 PM	NEW

Form Started By: Vangie Garcia Started On: 05/20/2011 10:20 AM

Final Approval Date: 05/27/2011

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 8th day of February in the year 2011
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Hidalgo County
1615 South Closner, Suite J
Edinburg, Texas 78539

and the Architect:
(Name, legal status, address and other information)

Alcocer-Garcia Associates, Inc.
1333 E. Jasmine Avenue
McAllen, Texas 78501
Phone Number: (956) 618-2007
Fax Number: (956) 618-2008

for the following Project:
(Name, location and detailed description)

Hidalgo County Constable Precinct No. 1
1902 Joe Stevens Blvd.
Weslaco, Texas 78596
Architectural & Engineering Services For the Design and Construction of A New Constable Building. Building to be a 3000 sq. ft., one (1) story steel frame & masonry structure.

The Owner and Architect agree as follows.
A new one-story building approximately 3000 sq. ft in size to be constructed at 1902 Joe Stevens Blvd., Weslaco, Texas. Building is to have concrete foundation, steel structure, masonry walls, built-up roofing, interior finishes, air-conditioning, electrical and plumbing installations.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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(1682137684)

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

Architect acknowledges and agrees to "fast track" the Project, and to cooperate with Owner so that the Project can be completed as quickly as possible.

.2 Substantial Completion date:
To be determined at a later date by mutual agreement.

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall negotiate adjustments in schedule, compensation and Changes is Work in accordance with Section 3.6.5 and 4 .

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§ 1.4 This is a non-exclusive Contract. Owner is not precluded from retaining the service of other architects for projects within Precinct No.1. The purpose of the Architect's services shall include, but not be limited to, projects involving remodeling, alterations and repairs.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

(Paragraph deleted)

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project, "The Architect's Designated Representative is: "Eduardo Alcocer, Project Manager"

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.4.1 The Architect shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall take all reasonable steps necessary to comply with the terms and conditions set forth in Section 3.6.2—Evaluation of the Work.

§ 2.4.2 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

$500,000 Comprehensive General Liability (See attached Insurance Certificate)

.2 Automobile Liability

$300,000 Per Person and $500,000 Per Occurrence (See attached Insurance Certificate)

.3 Workers' Compensation

Workers compensation insurance in amounts established by Texas law (See attached Insurance Certificate)

.4 Professional Liability

$1,000,000 Per Occurrence (See attached Insurance Certificate)

§ 2.6 ADDITIONAL BASIC SERVICES PROVIDED BY ARCHITECT

§ 2.6.1 To the extent any existing facilities are present at the location of the Project, the Architect shall provide a review of such existing facilities, and shall make recommendations to Owner regarding the modification of such facilities which are necessary to complete the Project and to bring the existing facilities into compliance with applicable laws, codes, regulations and ordinances.

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§ 2.6.2 The Architect shall be responsible for coordination and review of all Owner supplied data, and the dissemination of such data to Owner's and Architect's consultants and to any contractors, subcontractors and other parties as may need such data to perform their duties or responsibilities with respect to the Project.

§ 2.6.3 The Architect shall assist the Owner in preparing any Project schedules or timelines and in monitoring the progress of Owner, Architect, and any consultants, contractors, subcontractors or other parties which may be responsible for completing the tasks designated in such schedules or timelines. Architect shall make recommendations to Owner regarding changes and updates in schedules or timelines, as well as any action required by Owner as result of any failure or any person to comply with schedules or timelines.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall take all reasonable steps necessary to comply with the terms and conditions set forth in Section 3.6.2—Evaluations of the Work."

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 In addition to the responsibilities and basic services indentified in Articles 2 and 3 respectively, the following services shall be the responsibility of the Architect without additional compensation:

§ 3.1.7.1	Schedule Development and Monitoring;
§ 3.1.7.2	Programming (in coordination with Owner);
§ 3.1.7.3	**intentionally deleted**
§ 3.1.7.4	**intentionally deleted**
§ 3.1.7.5	On-Site Project Representation; As per 4.3.3
§ 3.1.7.6	Record Drawings (in coordination with Contractor)'
§ 3.1.7.7	Structural Designs;
§ 3.1.7.8	MEP Designs;

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§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, and comply with codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner approved by the Owner in writing regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in detail their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare

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Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project and shall assist the Owner with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work indicated by changes in requirements or general market conditions.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.6 At the award of construction contract, the Architect shall incorporate all addenda, bid clarifications, changes accepted, alternatives and open alternatives into a "For Construction" set of drawings at the Owner's request.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner, if requested in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

.1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;

.2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

.3 organizing and conducting a pre-bid conference for prospective bidders;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

.5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders upon Owner's written approval thereof.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

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.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors; and

.3 If requested by the Owner participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction as modified by Owner and current as of the date of this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

§ 3.6.1.2 The Architect shall be a representative of and shall advise the Owner during the construction until final payment to the contractor is paid, and at the Owner's direction, during the period of correction of the Work described in the Contract for Construction. The Architect shall furnish architectural services and consultations necessary to correct minor construction defects encountered during such correction period. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates at the expiration of the period of correction for the Work as described in the Contract for Construction.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect as representative of the Owner, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. However, the Architect shall not have control over or charge of the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of acts or omissions of the Contractor, Subcontractor, or their agents or employees, or of any other person or entities performing portions of the Work.

§ 3.6.2.1.1 The Architect will attend, as the Owner's representative, all concrete pours that are contributory to the structural integrity of the building (including all concrete footings, grading beams, floor slabs, and concrete superstructure components if applicable) and to take all reasonable care to determine general conformance with the Contract Documents and to notify both the Owner and contractor of any observed deficiencies. Furthermore, job site meetings shall be held weekly or at the Owner's discretion. Attendees will include the Owner, the General Contractor's Project Manager, the General Contractor's Project Superintendent and the Architect. Said meetings will begin at the time of Construction commencement and shall cease after substantial completion of the Work

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing

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of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Architect shall be required to promptly notify the Owner of any nonconforming Work and shall reject such nonconforming work unless the Owner objects to the rejection in writing within 24 hours of such notification. Performance of any additional inspection or testing which would result in additional costs to the Owner shall require advance notice to and the written approval of the Owner. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Construction Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.4.1 The Architect shall be responsible for providing services, at no additional cost to the Owner, which are made necessary by major defects or deficiencies in the contractor's work which the Architect should have discovered through reasonable care.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007 as modified by Owner and attached hereto as Exhibit "C ", the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.2.6 The Architect shall be responsible for providing services, at no additional cost to the Owner, which are made necessary by major defects or deficiencies in the contractor's work which the Architect should have discovered through reasonable care.

§ 3.6.2.7 The Architect and the Owner and the Owner shall at all times have access to the Work whenever it is in preparation or progress.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate of Payment shall not be a representation that the Architect has ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum, as defined in Section 9.1 of the AIA A201-2007 attached hereto as Exhibit "C " and incorporated herein for all purposes.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

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§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe the Work to be added, deleted or modified in accordance with Article 4. Preparation of Change Orders which do not substantially affect the Project shall be included in the compensation computed in Article 11 and at no additional cost to the Owner.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.5.3 The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the Requested change be denied.

§ 3.6.5.4 If the Architect determines that implementation of the requested changes would result in a material change to the contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

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§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance and to make appropriate recommendations to the Owner.

§ 3.6.6.6 The Architect shall be responsible for a complete reevaluation of the Project during the eleventh (11^{th}) month after Substantial Completion. Such services shall be furnished without additional charge except for travel and subsistence costs. Furthermore, the Architect shall report all deficiencies uncovered during said evaluation and shall be responsible for monitoring the correction of said deficiencies.

§ 3.6.6.7 Warranty Phase- The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one (1) year from the date of Substantial Completion. Additionally, the Architect shall monitor the progress of the reported corrections and furnish the Owner with written notification of complete corrections. The one-year period shall be extended for portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. The obligation under this paragraph 3.6.6.7 shall survive the acceptance of the Work under the Construction Contract.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.
(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services		Responsibility *(Architect, Owner or Not Provided)*	Location of Service Description *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1	Programming	Architect's Basic Services	Owner's Offices
§ 4.1.2	Multiple preliminary designs	Not Provided	
§ 4.1.3	Measured drawings	Not Provided	
§ 4.1.4	Existing facilities surveys	Not Provided	
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	Not Provided	
§ 4.1.6	Building information modeling	Not Provided	
§ 4.1.7	Civil engineering	Owner	

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§ 4.1.8	Landscape design	Owner	
§ 4.1.9	Architectural Interior Design (B252™–2007)	Owner	
§ 4.1.10	Value Analysis (B204™–2007)	Not Provided	
§ 4.1.11	Detailed cost estimating	Not Provided	
§ 4.1.12	On-site project representation	Architect	As per 4.3.3
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-Designed Record drawings	Not Provided	
§ 4.1.15	As-Constructed Record drawings	Architect's Basic Services	
§ 4.1.16	Post occupancy evaluation	Architect's Basic Services	
§ 4.1.17	Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Not Provided	
§ 4.1.20	Telecommunications/data design	Not Provided	
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Not Provided	
§ 4.1.22	Commissioning (B211™–2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™–2007)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.4 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

.5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.6 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph deleted)

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.7 Preparation for, and attendance t a public hearing, a dispute resolution proceeding or a legal proceeding, except: (1) where the Architect is party thereto and (2) or special meetings of the Commissioners Court in which the subject Project is a topic or discussion.

.8 Consultation concerning replacement of Work resulting from fire or other cause during construction;

(Paragraphs deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish **surveys** to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

(Paragraph deleted)

§ 5.5 The Owner shall furnish services of **geotechnical engineers**, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such

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services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service provided however, that failure of the Owner to provide such notice shall in no way affect the Architect's obligations hereunder, nor shall such failure relieve the Architect from any liability for failure to discover and correct any such fault, defect, error, omission or inconsistency.

§ 5.10 Except as otherwise provided in this Agreement, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

(Paragraph deleted)

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly or at Owner's election, the Architect shall assist Owner at no expense to Owner, in revising the Project to meet Owner's budget requirements.

(Paragraph deleted)

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall at no additional fee to Owner make appropriate recommendations to the Owner to adjust the

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Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect of this Project. The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Original drawings and specifications are the property of the Architect; however, the Project is the property of the Owner, and the Architect may not use the drawings and specifications therefore for any purpose not related to the Project without Owner's consent. Owner shall be furnished with such reproductions of drawings and specifications as Owner may reasonably require. Upon completion of the Work or any earlier termination of this Agreement, Architect will revise drawings to reflect changes made during construction and he will promptly furnish the Owner with one complete set of reproducible record prints. All such reproductions shall be property of the Owner who may use them without Architect's permission for any proper purpose related to the Project, including, but not limited to additions to or completion of the Project. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service for purposes of completing, using and maintaining the Project.

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(Paragraphs deleted)

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

(Paragraph deleted)

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect waives consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Article 9.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may, if agreed to by all parties after the claim or dispute has arisen, be submitted to mediation prior to the institution of legal or equitable proceedings by either party.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. However, nothing in this Agreement shall be construed as requiring mandatory medication of claims, disputes or other matters in questions between the parties.

§ 8.2.3 The parties shall share the mediator's fee equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(Paragraphs deleted)

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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(Paragraphs deleted)

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, for more than thirty (30) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than ninety (90) consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

(Paragraph deleted)

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, .

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction as modified by Owner.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written

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consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

(Paragraphs deleted)

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows: **An amount equal to 7.25% of the final cost of construction of the building, which is estimated to be** (Insert amount of, or basis for, compensation.) **Twenty-Six thousand-nine hundred thirty-three and seventy-five cents – ($26,933.75).**

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)
To be determined at a later date and identified in each respective fully executed Work Authorization incorporated herein.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)
To be determined at a later date and identified in each respective fully executed Work Authorization incorporated herein.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus one point zero five percent (1.05%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Ten	percent (	10	%)
Design Development Phase	Ten	percent (	10	%)
Construction Documents Phase	Fifty	percent (	50	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase/Contract Admin.	Twenty Five	percent (	25	%)

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		percent (		%)
(Row deleted)				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for the Architect's Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- **.1** Transportation and authorized out-of-town travel and subsistence;
- **.2** Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets with prior written approval from Owner;
- **.3** Fees paid for securing approval of authorities having jurisdiction over the Project excluding five (5) copies of all Instruments of Service to be furnished to Owner;
- **.4** Printing, reproductions, plots, standard form documents;
- **.5** Postage, handling and delivery of Instruments of Service;
- **.6** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- **.7** Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- **.8** Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- **.9** All taxes levied on professional services and on reimbursable expenses;

- **.11** Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Five Percent (5%) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice to the Commissioners' Court of the Owner. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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(Insert rate of monthly or annual interest agreed upon.)

(Paragraph deleted)

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

Owner to provide and pay for:

1. Civil Engineering Designs for parking lot(s) and sewer/water extensions to building
2. Building materials testing services
3. State of Texas Accessibility Plan Review
4. State of Texas Accessibility Post-Construction Inspection

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect

.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

.3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

1. Exhibit 'A' Article 14 and 15
2. Exhibit 'B' Certificate of Insurance
3. Exhibit "C"-A201

This Agreement entered into as of the day and year first written above.

OWNER	ARCHITECT
(Signature)	*(Signature)*
Ramon Garcia, County Judge	George A. Garcia, Architect/Vice President
	Alcocer Garcia Associates, Inc.
(Printed name and title)	*(Printed name and title)*

Approved by Commissioners' Court on 2-8-11-RO

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APPROVED AS TO FORM:

Atlas & Hall, LLP

(Row deleted)

By:

(Signature)

Stephen L. Crain

(Printed name and title)

ATTEST:

(Signature)

Arturo Guajardo Jr., County Clerk

(Printed name and title)

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. Texas Board of Architectural Examiners address: P.O. Box 12337, Austin, TX 78711-2337, Tel.: 512-305-9000.

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EXHIBIT A
To
AIA DOCUMENT B 101 – 2007
Between
HIDALGO COUNTY
And
ALCOCER-GARCIA ASSOCIATES, INC.
Dated February 8, 2011

ARTICLES 14 and 15

HIDALGO COUNTY
ADDITIONAL SUPPLEMENTAL CONDITIONS TO THE
AIA DOCUMENT B 101 – 2007

Standard Form of Agreement between Owner and Architect

ARTICLE 14

14.1 Requests for Payment. On of before noon of the first Monday of each month during the performance of the services, Architect shall submit to Owner for its approval a request for payment ("Request for Payment") in form and substance satisfactory to Owner. Each Request for Payment shall set forth the amount due for Services rendered, a detailed breakdown of the amount and the sum of all prior payments. Owner shall review each such Request for Payment and may make such exceptions as Owner reasonably deems necessary or appropriate under the circumstances then existing. About five (5) working days after the Owner's governing body meets approving such payment, the Owner shall make payment to Architect in the amount approved as aforesaid subject to Section 3.3, below.

14.2 Final Payment. After final completion of the work and acceptance thereof by Owner, Architect shall submit a final request ("Final Request") which shall set forth all amounts due and remaining unpaid to Architect and upon approval thereof by Owner, Owner shall pay to Architect the amount due ("Final Payment") under such Final Request in accordance with the provisions of 3.1.

The Final Request for Payment shall not be made until Architect delivers to Owner an affidavit that so far as Architect has knowledge or information all materials and services over which Architect has control have been paid.

14.3 Qualifications on Obligations to Pay. Any provision hereof to the contrary notwithstanding, Owner shall not be obligated to make any payment (whether a payment under Article 14 hereof or Final Payment) to Architect hereunder if any one or more of the following conditions precedent exist:

(1) Architect is in default of any of its obligations hereunder or otherwise is in default under this Agreement or any of the Contract documents;

(2) Any part of such payment is attributable to Services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to Services which were performed in accordance with this Agreement;

(3) Architect has failed to make payments promptly to consultants or other third parties used in connection with the Services for which Owner has made payment to Architect;

(4) If Owner, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Services in accordance with this Agreement, no additional payments will be due Architect hereunder unless and until Architect, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by Owner to be sufficient to so complete the Services.

14.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the Services to which such partial payment relates or relieves Architect of any of its obligations hereunder with respect thereto.

14.5 Architect shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the Services.

14.6 Waiver. The making of the Final Payment shall constitute a waiver of all claims by the Owner except those arising from (1) faulty or defective Services appearing after completion of the Work, (2) failure of the Services to comply with the requirements of this Agreement or the Contract documents or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims by the Architect except those previously made in writing and identified by the Architect as unsettled at the time of the Final Request for Payment.

14.7 In the event of a conflict between the provisions of this Article 14, and other provisions in the AIA B 101 -2007 as modified, the provisions of Article 14 shall control.

ARTICLE 15 – OTHER CONDITIONS OR SERVICES

15.1 Notwithstanding anything to the contrary contained in this Agreement, Owner and Architect agree and acknowledge that Owner is entering into this Agreement in reliance on Architect's experience and abilities with respect to performing the Services. The Architect accepts the relationship of trust and confidence established between it and the Owner by this Agreement. Architect covenants with Owner to use its **best** efforts, skill, judgment and abilities to design the Project and to further the interests of Owner in accordance with the Owner's requirements and procedures, in accordance with the American Institute of Architects' professional standards, and in compliance with all applicable national, federal, state and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Prior to the commencement of construction, Architect shall certify in writing to Owner that the Drawings and Specifications and all drawings and the improvements when built in accordance therewith conform to all applicable governmental regulations, statutes and ordinances then in effect. Architect represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the Services.

15.2 The Architect represents, covenants and agrees that all of the Services to be

furnished by the Architect under or pursuant to this Agreement, from the inception of the Agreement until the Project has been fully completed, shall be of the standard and quality which prevail among architects of similar experience, knowledge, skill and ability engaged in architectural practice throughout Texas under the same or similar circumstances involving the design and construction of a project such as the Project with all the amenities as set forth in the Drawings and Specifications.

15.3 The Architect represents, covenants and agrees that its special talent, training and experience cause it to be the prime professional on the Project and that because of such talent and training, Architect envisions the construction of the Project in its entirety and possesses the special skills which enable it to recognize dangerous conditions that a reasonable, prudent Architect having such special skills could anticipate may arise from the proper use of the Project after accepted by the Owner; as the design professional, it has knowledge which will enable it to recognize specific dangers that may arise from the proper use of the Project after accepted by the Owner; and, it recognizes that any management, employees, and agents of the Owner, plus guests and visitors are within a class of foreseeable persons who will be relying on the Project being designed in a professional and safe manner.

15.4 Architect represents, covenants and agrees that its Project Drawings and Specifications will be accurate and free from any material errors and the shop drawings that it must approve will be accurate and free from any material errors relating to design intent. Architect additionally represents, covenants and agrees to the following: the design of the Project will conform to its foreseeable use as a project with all the amenities as set forth in the Drawings and Specifications; the result of the Drawings and Specifications, if built in accordance therewith, will be suitable for purposes for which the Project is designed; the result of Architect's inspection of the Project will be suitable for purposes for which the Project is designed; and, the Project will be designed and the construction will be inspected in a workmanlike, professional manner and will be suitable for human occupancy and use. The Architect's responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner of the Drawings and Specifications nor shall the Architect be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Architect's skill and knowledge in preparing the Drawings and Specifications. Notwithstanding the immediately preceding sentence, Architect may rely on any documents or information forwarded by Owner pursuant to Article 2 hereof.

15.5 The Architect represents, covenants and agrees that the person directly in charge of the professional architectural work is duly registered under Tex. Rev. Civ. Stat. Ann., art. 249(a), as amended.

15.6 Indemnification. To the fullest extent permitted by applicable law, the Architect and its agents, partners, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend and hold harmless the Owner, Owner's respective Commissioners Court, elected officials, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and

expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the performance of the Services or any part thereof provided that any such Liabilities (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom, and (2) are caused in whole or in part by any negligent act or omission of the Architect, anyone directly or indirectly employed by it or anyone for whose acts it may be legally liable. In this connection, it is agreed and understood that Architect shall not be responsible for any portion of the liability proximately caused by Owner's negligence.

15.7 Joint and Several Liability. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by the indemnification in Article 4.6 hereof, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which Owner or any of the Indemnitees has by law.

15.8 Notwithstanding any provisions herein to the contrary, it is agreed that if the Architect's final written estimate of construction cost is less than the low bona fide bid for construction and such low bid is not accepted by the Owner, the Architect, at his expense, will make all necessary revisions to the plans and specifications to lower the construction to an amount acceptable to Owner.

15.9 The Owner agrees to give the Architect the latitude to make the required changes to plans and specifications to achieve the required reduction in construction cost; however, the Architect shall consult with the Owner on all necessary changes.

15.10 Architect covenants with Owner to obtain separate bids and/or contracts for the following phases of the construction of the Project:

.1 General Construction;
.2
.3
.4

15.11 The final written estimate of construction cost will be reviewed and approved by the governing body of Owner prior to authorizing the Architect to issue plans and specifications for bidding.

15.12 Architect agrees to maintain a General and Professional Liability Insurance Policy to cover the liability of Architect connected with the performance of the services or any service covered by this Agreement in an amount equal to or exceeding the value of the Project, unless specifically agreed to by the Owner in a separate written agreement. Any

such policy must either be for any occurrence as a result of that performance or, if limited to claims made, include at least a five (5) year extended reporting period. Architect agrees to furnish Owner Certificates of Insurance showing the said Policy to be fully paid, in full force and effect, and not subject to modification or change for the period specified in this Agreement.

15.13 In the event of a conflict between the provisions of this Article 15, and other provisions in the AIA B 101 -2007 as modified, the provisions of Article 15 shall control.

EXHIBIT B
To
AIA DOCUMENT B 101 – 2007
Between
HIDALGO COUNTY
And
ALCOCER-GARCIA ASSOCIATES, INC.
Dated February 8, 2011

CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/21/2010

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: San Juanita Palacios
Montalvo Insurance Agency 208 South Texas Blvd PO Box 2 Weslaco TX 78599	PHONE (A/C, No, Ext): (956) 968-5521 FAX (A/C, No): (956) 969-9198 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 00001423
INSURED AGA, Inc., DBA: Alcocer,Garcia Associates, 1333 E Jasmine Avenue McAllen TX 78501	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Landmark American Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL10122100512 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	
	GENERAL LIABILITY							
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			LHR727939	11/10/2010	11/10/2011	Per claim $1,000,000	Ded.$2,500.
							Aggregate $1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

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

ACORD 25 (2009/09)
INS025 (200909)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/30/2010

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PRODUCER	CONTACT NAME: San Juanita Palacios
Montalvo Insurance Agency 208 South Texas Blvd PO Box 2 Weslaco TX 78599	PHONE (A/C, No, Ext): (956) 968-5521 FAX (A/C, No): (956) 969-9198 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 00001423
INSURED	INSURER(S) AFFORDING COVERAGE — NAIC #
AGA, Inc., Alcocer,Garcia Associates, Inc. 1333 E Jasmine Avenue McAllen TX 78501	INSURER A: State Auto Insurance Companies INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER:CL10123000522 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 X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			BOP2489589-02	5/8/2010	5/8/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER 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)

Certificate Holder is shown as Additional Insured on Commercial General Liability Policy.

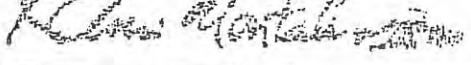
CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/31/2011

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PRODUCER

Montalvo Insurance Agency
208 South Texas Blvd
PO Box 2
Weslaco TX 78599

CONTACT NAME: San Juanita Palacios
PHONE (A/C, No, Ext): (956) 968-5521 FAX (A/C, No): (956) 969-9198
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: 00001423

INSURED

AGA, Inc., DBA: Alcocer,Garcia Associates,
1333 E Jasmine Avenue

McAllen TX 78501

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Insurance Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1113100559 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	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	☐ HIRED AUTOS							$
	☐ NON-OWNED AUTOS							$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DEDUCTIBLE							$
	RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐	N/A		46WECR02956-03	4/26/2010	4/26/2011	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County
Purchasing Dept. - Martha Salazar
2812 S. Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

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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EXHIBIT C
To
AIA DOCUMENT B 101 – 2007
Between
HIDALGO COUNTY
And
ALCOCER-GARCIA ASSOCIATES, INC.
Dated February 8, 2011

AIA DOCUMENT A 201 – 2007

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
Hidalgo County Precinct No. 1
1902 Joe Stevens Blvd.
Weslaco, Texas 78596

THE OWNER:
(Name, legal status and address)
Hidalgo County
1615 S. Closner, Suite J
Edinburg, Texas 78539

THE ARCHITECT:
(Name, legal status and address)
Alcocer Garcia Associates, Inc.
1333 E. Jasmine Avenue
McAllen, Texas 78501

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect pursuant to Paragraph 7.4. At the Owner's option, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.1.1 Contractor acknowledges and warrants that it has closely examined all the Contract Documents and is unaware of any instance where the documents are not suitable or are insufficient, to enable the Contractor to complete the Work in a timely manner for the Contract sum, and that they include all Work, whether or not shown or described, which reasonably may be inferred or useful for the completion of the Work in full compliance with all applicable codes, laws, ordinances, and regulations.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor except as provided in Paragraph 5.3 and 5.4 hereof, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations of the Contractor under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.3.1 The Work shall include the obligation of the Contractor to visit the site of the project before submitting a proposal. Such site visit shall be for the purpose of familiarizing Contractor with the conditions as they exist and the character of the operations to be carried on under the Contract Document, including all existing site conditions, access to the site, physical characteristics of the site and surrounding areas. It also includes all supplies, skill, supervision, transportation services and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract and all other items of cost or value needed to produce, construct and fully complete the public work identified by the Contract Documents identified.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams wherever located and whenever issued.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

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§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. Any differences between the requirements of the Drawings and the Specifications or any differences noted within the Drawings themselves or within the Specifications themselves have been referred to Owner and Architect by Contractor prior to the submission of bids and have been clarified by a Addendum issued to all bidders.

If such differences or conflicts were not called to Owner's and Architect's attentions prior to submission of bids, Architect shall decide which of the conflicting requirements will govern based upon the following: the most stringent of the requirements will take precedence over the less stringent; the most expensive item will take precedence over the less expensive, and subject to the approval of Owner, Contractor shall perform the Work at no additional cost and/or time to Owner in accordance with the Architect's decision. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable as being necessary to produce the intended results.

§ 1.2.1.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

.1 The Agreement;
.2 Addenda, with those of later date having precedence over those of earlier date;
.3 Supplemental Conditions;
.4 The General Conditions of the Contract for Construction;
.5 Specifications
.6 Drawings, in the case of inconsistency between the Drawings and Specifications or within either document, not clarified by Addendum, the better quality or greater quantity of Work shall be included in the Contract Documents. Clarifications of the inconsistency will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished by Change Order. Figures given on drawings govern scale measurements. Large scale drawings take precedence over small sale drawings. Written words, take precedence over numbers. Handwritten documents take precedence over typewritten documents. Existing conditions take precedence over drawings and specifications for dimensions and shall be verified by the Contractor. The Contractor proceeds at his own risk if conflicts or discrepancies are not resolved prior to the execution of the Work.

§ 1.2.1.2 If Work is required in a manner to make it impossible to produce Work of the quality required by or reasonably inferred from the Contract Documents, or should discrepancies appear among the Contract Documents, Contractor shall request in writing an interpretation from Architect before proceeding with the Work. If Contractor fails to make such request, no excuse will thereafter be entertained for failure to carryout Work in the required manner or provide required guarantees, warranties, or bonds, and Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

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§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 Instruments of Service, including the Drawings, Specifications, and other similar or related documents and copies thereof are furnished to Contractor for the purpose of performing the Work and are, and shall remain, the property of Owner and Owner will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner or Owners' consultants reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Commissioners Court of Owner, by majority vote, is the only representative of Owner, having the power to enter into a Contract, to execute a change order requiring an increase in the Contract Sum, or agree to an extension of the contractual completion date. The Commissioners Court shall designate, as appropriate, an authorized representative(s) to act on its behalf during the course of construction. In the event that an emergency changes the scope of the Work before the next regular meeting or in order to facilitate and expedite the timely completion of the Work, the Commissioners Court's authorized representative(s) may approve construction changes that do not exceed $10,000.00 in increased costs. Any such changes shall be confirmed in writing between the Contractor and the Commissioner Court's authorized representative(s) and notice of such approved changes shall be given to the Commissioners Court at its next regular meeting. The Commissioners Court will act as soon as reasonably possible to avoid undue delays in the construction completion date.

§ 2.1.2 DELETE.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

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portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics and utility locations, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. In connection with the foregoing, Contractor shall be solely responsible for locating (and shall locate prior to performing any Work) all utilities lines, telephone company lines and cable, sewer lines, water pipes, gas lines, electrical lines, including without limitation, all buried pipelines and buried telephone cables an shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes and pipelines. Under this provision the Architect and Engineer are in no way relieved of their responsibilities outlined in the Contract or other attached contracts for identification of existing conditions.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2 for use on this Project. All costs of reproduction are the responsibility of Contractor.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents or fails to remove and discharge (within ten (10) days) any lien filed upon Owner's or Landlord's property by anyone claiming by, through, or under Contractor; or disregards the instructions of Architect or Owner when based on the requirements of the Contract Documents. The Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3 , and any delay resulting from such Work stoppage shall not extend any Milestone Date identified in the Contract for Construction or the required dates of Substantial or Final Completion.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.4.1 The rights stated in Article 2 shall be in addition and not in limitation of any other rights of Owner granted in the Contract Documents or at law or in equity.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction

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where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner in writing any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner in writing any nonconformity discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect and Owner.

§ 3.2.5 The Contractor shall not be entitled to additional compensation for the "rework portion" of any additional work caused by his failure to carefully study and compare the Contract Documents prior to execution of the Work.

§ 3.2.6 The Contractor shall make reasonable attempt to interpret the Contract Documents before asking the Architect for assistance in interpretation. The Contractor shall not ask the Architect for observation of work prior to the Contractor's field superintendent's personal inspection of the work and his determination that the work complies with the Contract Documents.

§ 3.2.7 If, in the opinion of the Architect, the Contractor does not make a reasonable effort to comply with the above requirements of the Contract Documents and this causes the Architect or his consultants to expend an unreasonable amount of the time in the discharge of the duties imposed on him by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure. The Architect will give the Contractor prior notice of intent to bill for additional services related to 3.2.6, 3.2.7, and 3.12 before additional services are performed.

§ 3.2.8 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor his Warranty, Contractor shall promptly

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notify the architect in writing, providing substantiation for the position. Any necessary changes, including substitutions of materials, shall be accomplished by appropriate Modification.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Contractor shall be responsible to Owner for acts and omissions of Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under contract Documents or other arrangements with Contractor.

§ 3.3.5 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the Work, including those with respect to the safety of persons and property and their protection from damages, injury, or loss. Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by Contractor, its Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable, except for damage or loss attributable solely to acts or omissions of Owner or Architect or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of Contractor, its Subcontractor, or anyone directly or indirectly employed by them. The foregoing obligations of Contractor are in addition to Contractor's obligations under other provisions hereunder.

§ 3.3.6 Contractor shall be responsible for inspection of portion of Work already performed under the Contract for Construction to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.7 Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials on time. Contractor shall coordinate its Work with that of all others on the Project, including of construction utilities.

§ 3.3.8 Contractor shall establish and maintain bench marks and all other grades, lines, and levels necessary for the Work; report errors or inconsistencies to Owner and Architect before commencing Work; and, if applicable, review the placement of the buildings and permanent facilities on the site with Owner and Architect after all lines are staked out and before foundation Work is started. Contractor shall provide access to the Work for Owner, Architect, other persons designated by Owner, and governmental inspectors. Any encroachments made by Contractor or its Subcontractors on adjacent properties caused by construction as revealed by an improvements survey, except for encroachments arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents, shall be the sole responsibility of Contractor, and Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at Contractor's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property Owner (s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

§ 3.3.9 Contractor shall verify at the Work site the measurements indicated on the Drawings and Specifications and shall establish correctly the lines, levels, and positions for the Work and be responsible for their accuracy and proper

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correlation with control lines, monuments, and data, as established by surveys furnished by Owner. Work shall be erected square, plumb, level, true to line and grade, in the exact plane and to the correct elevation and/or sloped to drain as indicated. To ensure the proper execution of its subsequent Work, Contractor shall measure all Work already in place (including but not limited to utilities and grades installed or prepared by others) and shall at once report to Architect and Owner any discrepancy between said Work and the Drawings and Specifications for the Work.

§ 3.3.10 Any discrepancy or omission in the dimensions or elections shown on the Drawings and Specifications or found in previous Work which may prevent accurate layout or construction of the Work, shall immediately be reported by Contractor to Owner and Architect. If Contractor performs, permits, or causes performance of any Work when Contractor knows or reasonably should have known that such discrepancy or omission exists, without first obtaining further instruction from Architect or Owner, Contractor shall bear any and all costs arising therefrom including, without limitation, the costs of correction thereof without increase or adjustment in the Contract Sum. Omissions from the Drawings or Specifications, or the misdescription of details of Work which are reasonably inferable in order to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve contractor from performing such omitted or mis-described details of the Work, and they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications, at no additional cost to Owner.

§ 3.3.11 Contractor shall engage workers who are skilled in performing the Work, and all Work shall be performed with care and skill and in a good workmanlike manner under the full-time supervision of an approved engineer or foreman. Contractor shall be liable for all property damage, including repairs and replacements of the Work and economic losses, which proximately result from the breach of this duty. Contractor shall advise Architect:

1. if a specified product deviates from good construction practices;
2. if following the Specifications will affect any warranties; or
3. any objections which Contractor may have the Specifications.

Nothing contained in Subparagraph 1.1.3 shall alter the responsibilities established in this Subparagraph.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive by making requests for substitutions based on Subparagraph 3.4.2, Contractor:

.1 represents that Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
2. represents that Contractor will provide the same warranty for the substitution that Contractor would for that specified;
3. certifies that the cost data presented is complete and includes all related costs under this Contract except Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
.4 will coordinate the installation for the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Contractor shall also be responsible for labor peace on the Project and shall at all times make its best efforts and judgments as an experienced Contractor to adopt and implement policies and practices designed to avoid Work stoppages, slowdowns, disputes, or strikes where reasonably possible and practical under the circumstances and shall at all times maintain Project-wide labor harmony. Except as specifically provided in Subparagraph 8.3 hereof, Contractor shall be liable to Owner for all damages suffered by Owner.

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§ 3.4.4 Materials shall conform to manufacturer's standards in effect at the date of execution of the Agreement and shall be installed in strict accordance with manufacturer's directions. Contractor shall, if required by Owner or Architect, furnish satisfactory evidence as to the kind and quality of any materials. All packaged materials shall be shipped to the site in the original containers clearly labeled, and delivery slips shall be submitted with bulk materials identifying thereon the source, and warranting quality and compliance with Contract Documents.

§ 3.4.5 When the Contract Documents require the Work, or any part of same, to be above the standards required by applicable laws, ordinances, rules and regulations, and other statutory provisions pertaining to the Work, such Work shall be performed and completed by Contractor in accordance with the Contract Documents.

§ 3.4.6 When the manufacturer's name, patent numbers, underwriter's labels, model numbers or similar identifying marks are required, such markings shall be located as inconspicuously as possible.

§ 3.5 WARRANTY

§ 3.5.1

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of the best quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. . Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 ALL WARRANTIES SHALL INCLUDE LABOR AND MATERIALS AND THE MANUFACTURER'S WARRANTY SHALL BE SIGNED BY SUBCONTRACTOR AND COUNTERSIGNED BY CONTRACTOR. ALL WARRANTIES SHALL BE ADDRESSED TO OWNER AND DELIVERED TO ARCHITECT UPON COMPLETION OF THE WORK AND BEFORE OR WITH THE SUBMISSION OF REQUEST FOR FINAL PAYMENT.

§ 3.5.3 Contractor shall issue in writing to Owner as a condition precedent to final payment a "general warranty" reflecting the terms and conditions of this Paragraph 3.5 for all Work under the Contract.

§ 3.5.4 The warranties provided in Paragraph 3.5 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after final completion of the entire Work unless a longer time is specifically called for in the specifications. The Contractor shall assign all components, equipment and fixture warranties to the Owner and will deliver all manuals to the Owner at the completion of construction.

§3.5.5 Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to Owner.

§3.5.6 Warranties shall become effective on a date established by Owner and Architect in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties.

§3.5.7 If Architect considers it impractical, because of unsuitable test conditions or some other factors, to execute simultaneous final acceptance of all equipment, portions of the installation may be certified by Architect for final acceptance, subject to Owner's approval, when that portion of the system is complete and ready for operation as called for under Subparagraph 9.8.1.

§3.5.8 Contractor shall warrant for a period of twelve (12) months that the building(s) shall be watertight and leak proof at every point and in every area, except where leaks can be attributed to damage to the building(s) by external forces beyond Contractor's control. Contractor shall, immediately upon notification by Owner of water penetration, determine the source of water penetration and, at its own expense, do any Work necessary to make the building(s)

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watertight. Contractor shall also, at its own expense, repair or replace any other damaged material, finishes, and furnishings, damaged as a result of this water penetration, to return the building(s) to its (their) original condition.

§3.5.9 In addition to the foregoing stipulations, Contractor shall comply with all other warranties referred to in any portions of the Contract Documents or otherwise provided by law or in equity, and where warranties overlap, the more stringent requirement shall govern.

§3.5.10 If for any reason Contractor cannot warrant any part of the Work using material or construction methods that have been specified, or shown, it shall notify Owner and Architect in writing before the Contract is signed, giving reasons, together with the name of product and data on a substitution it can warrant.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall make application, secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract including, without limitation, street openings, sidewalk, and other obstructions, access over public ways and storage necessary for proper execution of the Contract and which are, legally required at the time bids are received or negotiations concluded.

§3.7.1.1 The Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge Elimination System (NPDES) regulations administered by the Environmental Protection Agency and state and local authorities, that require completion of documentation and/or acquisition of all permits for the Project. Contractor's obligations under this paragraph do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during construction phase which modifies the original site drainage plan and requires the issuance of a permit shall be at Contractor's sole cost.

a. The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar utility connection charges.

b. The Contractor shall be responsible for obtaining and paying for all City and County Building Permits, Inspection Fees and Plan Checking Fees; temporary utility charges, tap charges and water meter charges and any other similar fees assessed by jurisdictional authorities having control over the Project.

c. The Owner shall pay fees payable to the Texas Department of Licensing and Regulations (TDLR) for document review relative to the Elimination of Architectural Barriers Act and the Architect will submit the documents to the TDLR for review and approval.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work (including, without limitation, the installation of any materials or equipment) that it knows or reasonably should have known would contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the

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Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend to the Owner in writing, an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be permitted in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or based on data provided to Contractor and by the Contractor's prior inspections, tests, reviews, and pre-construction services for the Project; or by the Contractors inspections, tests, reviews and pre-construction services that Contractor had the opportunity and obligation to make in connection with the Project but did not do so.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect in writing. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness. If a decision is needed to avoid a delay, Contractor shall notify Architect, Construction manager and Owner in writing sufficiently in advance of needed date to allow reasonable time for selections to be made.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Architect, unless the Superintendent leaves the employment of the Contractor. No increase in Contract Time or Contract Sum shall be allowed in the even the Owner or Architects object to any nominated superintendent. Such approval by the Owner shall not be unreasonably withheld.

§ 3.9.3 DELETED.

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§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's review and approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of the Work. The schedule shall be updated every thirty (30) days and submitted to Architect with Contractor's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If any schedule submitted sets such a date for Substantial Completion for the Work or any phase of the Work beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to Architect and Owner for their review and approval a narrative description of the means and methods that Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum or the schedule.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's and Owner's approval. The Architect's and Owner's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The process of approving Contractor's schedules and updates to Contractor's schedule shall not constitute a warranty by the Owner that any non-Contractor milestones or activities will occur as set out on Contractor's schedule. Approval of a Contractor's schedule does not constitute a commitment by the Owner to furnish any Owner-furnished information or material any earlier than Owner would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work, which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold resulting additional time and cost to a minimum. The construction schedule shall be in a detailed format satisfactory to the Owner and the Architect and shall also:

.1 Provide a graphic representation of all activities and events that will occur during performance of the Work;
.2 identify each phase of construction and occupancy; and
.3 set forth dates that are critical in ensuing the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents hereinafter referred to as Milestone Dates.

§ 3.10.5 The Owner shall have the right to reschedule the time of day for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any rescheduling of performance of the Work under this Subparagraph 3.10.5 may be grounds for an extension of the Contract Time, if permitted under Subparagraph 8.3.1 and an equitable adjustments in the Contract Sum, if: (1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, (2) such rescheduling is required for the convenience of the Owner and is not attributable to any act of omission of Contractor, and (3) if Owner agrees to the Contract Sum adjustment prior to any rescheduling.

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§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections (all changes and selections to be approved by Owner and Architect in advance) made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.1 At the Date of Substantial Completion and as a condition precedent to final payment, Contractor shall furnish the following documents to Architect for submittal to Owner: Record Drawings showing the field changes and selections (all changes and selections to be approved by Owner and Architect in advance) affecting the general construction, mechanical, electrical, plumbing, and all other Work, and indicating the Work as actually installed. These shall consist of carefully drawn markings on a set of reproducible prints of Architect's Drawings obtained and paid for by Contractor. Contractor shall maintain at the job site one (1) set of Architect's Drawings and indicate thereon each field change as it occurs. The Contractor shall post all Addenda on Construction Documents prior to commencing work on the site.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. If, in the opinion of the Architect, the Shop Drawings, Product Data, Samples and similar submittals are incomplete, indicate an inadequate understanding of the work covered by the submittals, or indicate a lack of study and review by the Contractor prior to submittal to the Architect, the submittals will be returned, unchecked, to the Contractor for correction of these three deficiencies and subsequent re-submittal. Additional service charges as outlined in 3.2.7 may be charged by the Architect in this event.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect

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in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional and who shall comply with requirements of Owner regarding qualifications and insurance and, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.11 The Contractor shall submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents to the Architect at least 30 days prior to the date the Contractor needs the reviewed submittals returned. Where colors are to be selected by the Architect, the Contractor shall submit all Samples in adequate time to allow the Architect to prepare a complete selection schedule. In general, all submittals requiring color selection shall be submitted to the Architect within four weeks of the date of the Contract for construction.

§3.12.12 The Contractor shall submit the number of copies of Shop Drawings, Product Data, Samples and similar submittals which the Contractor and his Subcontractors need for their use plus two additional sets for the Architect and one additional set for each of the Architect's consultants involved with the particular section of work. Where shop drawings are involved, the Contractor shall submit one high quality reproducible transparency and one opaque print of the shop drawing for the Architect plus one additional opaque print for each of the Architect's consultants involved with the particular section of work. The reproducible transparency will be marked by the Architect and/or his consultants and returned to the Contractor for his use, distribution, correction or re-submittal as required. The Architect and his consultants will retain the marked up prints. After final review and correction of the submittal, the Contractor shall send two corrected sets to the Architect, and one to each of the Architect's consultants involved with the particular section of work.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§3.13.1 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§3.13.2 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site

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without written consent of the Owner.

§3.13.3 Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision on the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of: (1) any area and buildings adjacent to the site or the Work or (2) the Building in the event of partial occupancy.

§3.13.4 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including without limitation, lavatories, toilets, entrance and parking areas other than those designated by Owner. Without limitation of any other provisions of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 Prior to the Architect's inspection for Submittal Completion the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roof, gutters and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

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§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, the Commissioners Court of Owner, all elected officials, employees and agents of Owner of any of the above mentioned parties (the "INDEMNIFIED PARTIES") from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty, or cause of action (including attorneys' fees), directly or indirectly arising out of, resulting from, or related to (in whole or in part), (1) the Work performed hereunder, (2) the Contract, or (3) the act or omission of Contractor, a Subcontractor, or an individual, partnership, joint venture, or corporation (a) directly or indirectly employed by Contractor or a Subcontractor, or (b) for whose acts or omissions Contractor or a Subcontractor may be liable (excluding property damage to the Work itself, covered by Owner's all-risk builder=s risk insurance, subject to Contractor's liability for any deductible amounts thereunder). The obligations of Contractor under this indemnification shall apply to all matters except those arising solely from the wanton and willful negligence or the malicious acts or omissions of Owner. Further, the obligations of Contractor under this indemnification shall not extend to the liability of Architect, its agents, or employees, arising our of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications, (2) the giving of or failure to give directions or instructions by Architect, its agents, or employees, provided such giving or failure to give is the primary cause of the injury or damage, or (3) any matter prohibited by Section 130.002, Texas Civil Practice and Remedies Code. Contractor shall promptly advise Owner in writing of any action, administrative or legal proceeding , or investigation as to which this indemnification may apply, and Contractor, at Contractor's expense, shall assume on behalf of Owner and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to Owner; provided, Owner shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided further, that if the defendants in any such action include both Contractor and Owner and Owner shall have reasonably concluded that they may be legal defenses available to it that are different from, or additional to, or inconsistent with, those available to it that are different from, or additional to, or inconsistent with, those available to Contractor. Owner shall have the right to select separate counsel to participate in the defense of such action on its own behalf at Contractor's expense. In the event of failure by Contractor to fully perform in accordance with this indemnification paragraph. Owner, at its option, and without relieving Contractor of its obligations hereunder, may so perform, but all costs and expenses so incurred by Owner in that event shall be reimbursed by Contractor to Owner, together with interest on the same from the date any such expense was paid by Owner until reimbursed by Contractor, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of the Contract is subject. The obligations of Contractor under this Section shall survive the expiration of the Contract and specifically shall survive the limitations contained in Subparagraph 15.1 hereof.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.19 SUBSTITUTIONS OF PRODUCTS AND SYSTEMS, "OR EQUAL" BRANDS

§ 3.19.1 The materials, products and the systems covered by these specifications have been selected as a standard because of quality, particular suitability, or record of satisfactory performance. It is not intended to preclude the use of equivalent or better materials, products or systems provided that it meet the requirements of the particular project and have been approved in an addendum as a substitution prior to the submission of bids. If prior written approval in an addendum has not been obtained, it will be assumed that the Bid is based upon the materials, products, and systems described in the Bidding Documents and no substitutions will be permitted, except as provided hereinafter.

§3.19.2 If, after award of contract, the Contractor or one of his Subcontractors or Suppliers determines that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor the Warranty, the Contractor shall promptly notify the Architect, in writing, providing detailed substantiation for his position. Any changes deemed necessary by the Owner and Architect, including substitution of materials and change in Contract Sum, either upward or downward, if any, shall be accompanied by appropriate modification.

§3.20 RECORD DRAWINGS

§3.20.1 At the completion of the project, the Contractor shall submit one complete set of blue lines showing all changes and routing of utilities made during construction, excluding Architect made CAD changes, to the Architect. Drafting shall be legible to the Architect's satisfaction. The Contractor shall pay for the cost of the required recording/drafting. The record set shall be kept up to date on a daily basis and the Architect shall review its status at the project meetings.

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The Architect shall furnish the Contractor with a blueline set at contract award which shall have all Addenda incorporated. The Owner will pay for the printing of the blueline set. The Architect will incorporate any record information into the construction (CAD) documents and provide the Owner with an electronic copy of the record information on the Construction documents that have all bid and construction changes incorporated. The cost for incorporating the record information into the CD will be paid for by the Owner. The Architect will transmit the electronic CD to the Owner with a copy of the transmittal to the Contractor's construction manager.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the former Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will be required to make on-site inspections as necessary to kept the Owner informed of the progress of the Work and as necessary to guard the Owner against defects and deficiencies in the Work. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Architect shall not have control over or charge of and shall not be responsible for safety precautions and programs in connection with the Work. Architect shall be responsible for promptly notifying Contractor of the failure of Contractor, Subcontractors or any other persons performing any of the Work, in failing to use proper construction means, methods, techniques, sequences, procedures, safety precautions and programs, but only to the extent Architect becomes aware of, or should, exercising due professional diligence, be aware of, same. Architect shall also promptly notify Owner in writing of the failure of any of the foregoing parties to carry out the Work in accordance with the Contract Documents.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

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§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve or reject, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 DELETED.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The

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term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, but no later than 10 days prior to the submittal date for the Contractor's first Application for Payment, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection. Failure of the Contractor to submit the subject names in a timely manner may delay processing of the Contractor's Application for Payment.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.1 All subcontracts shall be in written form and shall specifically provide that Owner is an intended third-party beneficiary of the subcontract.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

§ 5.5 Contractor shall promptly notify Owner and Architect of any material defaults by any Sub-contractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Sub-contractor or other materialman or workman employed by Contractor the right to obtain a personal judgment or to create a lien against Owner for the amount due from the Contractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 DELETED.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

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§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be only based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect and is subject to the approval of Owner.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. Except as permitted in Paragraph 7.3 and 9.7, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited, to all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§7.2.3 Contractor shall keep and periodically submit to Owner copies of a log for all Change Orders.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Contractor shall keep and periodically submit to Owner copies of a log for all Construction Change Directives and a log for all requests for information.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

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.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit not to exceed a total maximum of **fifteen** percent **(15%)** for all Work, and further limited to as follows, not to exceed five percent (5%) for Work done by Contractor's employees and **ten** percent **(10%)** of such Work's actual cost to be apportioned between any and all Subcontractors and Sub-subcontractor. "*Actual cost*" does not include any item that could be deemed to be a general conditions cost or overhead, such as, but not limited to, the cost of Contractor and Subcontractor supervisory personnel assigned to the Work, and field office and related expenses. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

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§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority after having obtained Owner's approval to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.1.1 The Work shall be fully completed within the time limit and/or date stated in the Contract between Owner and Contractor.

§ 8.1.1.2 Liquidated Damages: If the Contractor should fail to fully complete the Work within the stated time (subject however to extension of time duly granted in the manner and for the causes specified in the General Conditions), Contractor shall be charged by and shall pay to Owner, as liquidated damages, the sum specified in Article 3.1 of the Modified AIA document A101 – 2007 Edition per calendar day that the Work remains incomplete beyond the time fixed for completion. Contractor hereby agrees that from the nature of the project it would be impracticable and extremely difficult to fix the actual damage that would or will be suffered in the event that Contractor should fail to fully complete the Work by the time limit or date stated and the amount of the liquidated damages are fair and reasonable. The parties agree that the liquidated damages are a reasonable forecast of just compensation for the harm done to Owner that would be caused by Contractor's failure to timely complete the Work. Contractor agrees that the amount of liquidated damages due Owner may be deducted by Owner from any monies that might otherwise be or become payable to Contractor.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation, provided, however, that such extension of Contract time shall be net of any delays caused by or due to the fault or negligence of Contractor or that are otherwise the responsibility of Contractor and shall also be net of any contingency or "float" time allowance included in Contractor's construction schedule. Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with Architect and Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

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§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. Contactor shall not be entitled to damages of any type for delays caused by Owner, his servant, agents, employees, or separate Contractors hired or retained by Owner. Contractor may receive an extension or extensions for additional time in which to complete the Contract but shall not receive any damages of any type for such delays. Changes in the Work, regardless of the extent or number of such Changes or Owner's exercise of any of its remedies of suspension of the Work or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as intentional interference with Contractor's performance of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.1 Commitment of Current Revenues Only. As reflected in paragraph 4.5 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith, 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 Contract, then any party may terminate this Contract 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.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Owner and to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of correctness as Architect may direct or as required by Owner. This schedule, when approved by Architect and Owner, shall be used to monitor the progress of the Work and as a basis for Certificates for Payment. All items with entered values will be transferred by Contractor to the "Application and Certificate for Payment," and shall include the latest approved Change Orders and Construction Change Directives. Change Order values and Construction Change Directives values shall be broken down to show the various subcontracts. The Application for Payment shall be on a form as provided by Architect and approved by Owner. Each item shall show its total scheduled value, value of previous applications, value of the application, percentage completed, value completed, and value yet to be completed. All blanks and columns must be filled in, including every percentage complete figure. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. Any allowances included in the Application for Payment shall be separately itemized with supporting data attached. The Application for Payment shall be accompanied by a certification by an office of Contractor to the effect that:

> There are no known mechanics', materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanics', materialman's or laborers' lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the Work; and waivers and releases from all Subcontractors, laborers, and material men for Work done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and

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claims under the laws of the state within which the Project is located and shall be delivered to Architect together with Contractor's waiver and release of liens and claims at the time of submission of the Application for Payment.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing by the Owner and Surety. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. The vesting of such title shall not impose any obligations on Owner or relieve Contractor of any of its obligations under the Contract, that Contractor shall remain responsible for damage to or loss of the Work, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and on all other information available to Architect including, without limitation, the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified and that the aggregate amount theretofore paid to Contractor plus any applicable retention does not exceed the value of the completed portion of the Work. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the

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Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, or that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

.7 failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion with the contract time, subject to extensions of time allowed under these Conditions, Architect may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against Contractor up to the time of the Application for Payment and to the time it is reasonably anticipated that Substantial Completion will be achieved.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner may refuse to make payment on any Certificate for Payment for any default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7. Owner shall not be deemed in default by reason of withholding payment while any of such defaults remain uncured.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor. .

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 **DELETED.**

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not, for reasons other than a default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7 pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect , then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.1 If Owner is entitled to reimbursement or payment from Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if Contractor fails to promptly make any payment due Owner, or if Owner incurs any costs and expenses to cure any default of Contractor or to correct defective Work, Owner shall have an absolute right to offset such amount against the Contract Sum and may, in Owner sole discretion, elect either to (i) deduct an amount equal to that which Owner is entitled from any payment then or thereafter due Contractor from Owner, or (ii) issue a written notice to Contractor reducing the Contract Sum by an amount equal to that which Owner is entitled.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof (which Owner agrees to accept separately) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of issuance of the certificate of final payment by Architect unless otherwise provided in the Certificate of Substantial Completion. The Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of Owner's personnel in the operation of systems has been completed, and all final finishes within the Contract are in place. In general, the only remaining Work shall be minor in nature, so that Owner and/or Owner's employees and if applicable, the public, could occupy the building on that date and the completing of the Work by Contractor would not materially interfere or hamper Owner's or Owner's employees and if applicable, the public, (or those claiming by, through, or under Owner) from normal County operations. As a further condition of Substantial Completion acceptance, Contractor shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days or as agreed upon following the Date of Substantial Completion. If Contractor

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requests a Substantial Completion review, and Architect, after performing the Substantial Completion review, finds that the Project was not ready for the Substantial Completion review, then Contractor shall pay the Architect's fees for any additional Substantial Completion reviews.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§9.8.6 In order for the project or a major portion thereof to be considered substantially complete, the following conditions must be met: (1) All inspections by governmental authorities have jurisdiction over the project must have been finalized, any remedial work required by those authorities must have been completed, and Certificates of Occupancy and similar governmental approval forms must have been issued and copies delivered to the Owner and Architect. (2) All work, both interior and exterior, shall have been completed and cleaned except minor items which if completed after occupancy, will not, in the Owner's opinion, cause interference to the Owner's use of the building or any portion thereof. A significantly large number of items to be completed or corrected will preclude the Architect from issuing a Certificate of Substantial Completion. The Owner and Architect will be the sole judge of what constitutes a significantly large number of items.

§9.8.7 After the date of Substantial Completion of the Project is evidenced by the Certificate of Substantial Completion, the Contractor will be allowed a period of thirty (30) days, unless extended by mutual agreement or provision of the Contract, within which to correct all deficiencies attached to the Certificate of Substantial Completion. Failure of the Contractor to complete such corrections within the stipulated time will be reported to the Contractor's surety. In this report, the Contactor and surety will be informed that, should correction remain incomplete for fifteen (15) days, the Owner may initiate action to complete corrective work out of the remaining Contract funds in accordance with Article 14.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** faulty or defective Work appearing after Substantial Completion.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards,

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promulgating safety regulations and notifying Owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 DELETED.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents.

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§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 DELETED.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor and Owner from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- **.1** Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- **.2** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- **.3** Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- **.4** Claims for damages insured by usual personal injury liability coverage;
- **.5** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- **.6** Claims for damages because of bodily injury, death of a person or property damage arising out of Ownership, maintenance or use of a motor vehicle;
- **.7** Claims for bodily injury or property damage arising out of completed operations; and
- **.8** Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an

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additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 SCHEDULE OF INSURANCE COVERAGES

§ 11.1.5.1 Contractor shall carry and keep in full force for the duration of the project the following Coverage.

Coverage	**Minimum Amounts and Limits**
Worker's Compensation	Statutory Limits
Employer's Liability:	
Bodily Injury by Accident	$500,000.00/each accident
Bodily Injury by Disease	$500,000.00/each employee
Bodily Injury by Disease	$500,000.00/Policy Limit
Commercial General Liability	
Bodily Injury/Property Damage	$1,000,000.00 per occurrence $2,000,000.00 aggregate

(Premises Operations, Independent Contractors, Product/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage).

Comprehensive Automobile Liability	$1,000,000.00 Combined Single Limit per Occurrence

Auto liability insurance shall be on a standard form written to cover all owned, hired, and non-owned automobiles. The policy shall be endorsed to include the Indemnified Parties (paragraph 3.18) as additional insured, contain cross-liability and severability of interest endorsements, and state that this insurance is primary insurance as regards to any other insurance carried by the Indemnified Parties (see paragraph 3.18).

§11.1.5.2 All policies shall contain special endorsements to include:

.1 The Owner as an additional insured (except for Worker's Compensation) and all other parties identified in 3.18 (Indemnified Parties);

.2 Wavier of Subrogation in favor of Owner under the Worker's Compensation and Employer's Liability policies.

.3. A statement that a notice shall be given to Owner by certified mail thirty (30) days prior to cancellation or upon any material changes in coverage.

4. Contain cross-liability and severability of interest endorsements;

5. state that this insurance is primary insurance in regard to any other insurance carried by the an Indemnified Party (see 3.18);

.6 the following coverage:

a. Premises/Operations;
b. Independent Contractors;
c. Completed Operations for a period of two years following the acceptance of Contractor's Work;
d. Comprehensive General Liability Endorsement to include Blanket Contractual Liability (specifically covering, but not limited to, the contractual obligations assumed by Contractor, Broad Form Property Damage, and Personal Injury Liability with employee and contractual exclusions removed;
e. Deletion of exclusions relative to Collapse, Explosion, and Underground Property Damage Hazards;
f. Personal Injury Liability with the contractual exclusions removed;

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g. Cross Liability Endorsement.

§11.1.5.6 Umbrella Excess Liability Insurance

Bodily Injury and Property Damage	$2,000,000.00 per occurrence $2,000,000.00 aggregate

This policy shall be written on an umbrella excess basis above, the coverage described in this Article 11. The policy shall be endorsed to include the Indemnified Parties (3.18) as additional insureds. The policy shall contain cross-liability and severability of interest endorsements and shall state, as regard the Indemnified Parties that the insurance is primary insurance as to any other insurance carried by any Indemnified Party. The policy shall be endorsed to provide the defense coverage obligation.

§11.1.6 Further, Contractor shall require all Subcontractors to carry similar insurance coverage and limits of liability as required under this Article 11, adjusted to the nature of Subcontractor's operations and submit same to Owner for approval before any Work commences.

§11.1.7 In the event Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, Contractor shall indemnify, defend, and hold harmless the indemnified parties from any and all claims for which the required insurance would have provided coverage.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.2.1 By signing the Contract or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that coverage will be based on proper reporting or classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§11.2.2 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Article 11.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Contractor shall obtain a builder's risk "all-risk" or equivalent policy in the amount of the initial Contract Sum (or, if applicable Guaranteed Maximum Price), plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. The policy must also name its subcontractors and the Owner as additional insured, as their respective interests may appear. Coverage shall include material stored on-site and in transit. Such insurance will be with a company or companies lawfully authorized to do business in Texas. The policy must have the following endorsement: "This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

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§ 11.3.1.1.1 For any claim made against Contractor's Builder's Risk Insurance, the deductible shall not exceed $2,500.00 for a Contract Sum of less than $4 million. For a Contract Sum of $4 million or more, the deductible shall not exceed $5,000.00.

§11.3.1.1.2 The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this paragraph or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had a insurable interest in the property damaged.

§11.3.1.1.3 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers. The Contractor shall pay all Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require Subcontractors to make payment to their Sub-subcontractors in similar manner. If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor under the insurance proceeds.

§ 11.3.1.2 DELETED.

§ 11.3.1.3 DELETED.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use shall not affect the validity or coverage of property insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE
DELETED.

§ 11.3.3 LOSS OF USE INSURANCE
DELETED. .

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 DELETED.

§ 11.3.6 DELETED.

§ 11.3.7 WAIVERS OF SUBROGATION
The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to Article 11 or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The

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policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had a insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 DELETED.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum, as security for the faithful performance of the Contract and also a one hundred percent (100%) Payment Bond, as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with the Contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law. Surety companies must be authorized to write surety bonds in Texas and any such surety bond must comply with the requirements of Subchapter A of Chapter 3503 of the Texas Insurance Code

§11.4.1.1 The Contractor shall deliver the required Bonds to the Owner not later than the date of the preconstruction meeting. All Bonds will be reviewed by the Architect for compliance with the Contract Documents prior to the execution of the Contract. In the event that Architect has any questions concerning the sufficiency of the bonds, Architect shall refer the bonds to Owner or Owner=s representative for decision.

§11.4.1.2 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the Bonding Company shall be provided.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.4.3 The Bonds shall be provided to comply with the terms and provisions of Chapter 2253 of the Texas Government Code. Bonds shall be signed by an agent resident in the State of Texas and date of bond shall be on or after the date of execution of the Contract but prior to the date of the notice to proceed. If at any time during the continuance of the Contract, the surety of the Contractor's bonds becomes insufficient, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld until sufficient bonds are provided by Contractor.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time or Contract Sum.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

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§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect as incomplete, defective, or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the entire Work (unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties), or within such longer period of time as may be prescribed by law or in equity, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be defective or otherwise not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This corrective period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. Corrective Work shall be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective Work or one (1) year after the Date of Substantial Completion (subject to extension as previously described) or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty, if applicable, required by the Contract Documents. Any defect in such Work shall be corrected again by Contractor promptly upon notice of the defect from Owner. This obligation under this Subparagraph 12.2.2.1 shall survive acceptance of the Work under the Contract and termination of the Contract by the Owner. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§12.2.2.4 Just before the termination of the various guarantee periods, Contractor shall accompany Owner's agent and Architect on an inspection tour of the building and shall note any defects and shall start remedying these defects within ten (10) days of the inspection tour and shall prosecute the Work without interruption until accepted by Owner and Architect, even though such prosecution should extend beyond the limit of the guarantee period.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused in whole or in part by the Contractor's correction or removal of Work that is defective or otherwise not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents or under law or in equity. Establishment of the period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is defective or otherwise not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract

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Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice or if delivered by facsimile to the offices of the person or corporation for which it was intended. Facsimiles received after 5:00 p.m. on a business day, or on a weekend or legal holiday on which the recipient's offices are closed, notice shall be deemed to have been duly served on the next business day.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity or by any other agreement, and any such rights and remedies shall survive the acceptance of the Work and/or any termination of the Contract Documents.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Architect, Owner and Contractor shall be afforded a reasonable opportunity to attend, observe, and witness all inspections and tests of the Work. Architect or Owner may at any time request and receive from Contractor satisfactory evidence that materials, supplies, or equipment are in conformance with the Contract Documents. The conduct of any inspection or test and the receipt of any approval shall not operate to relieve Contractor from its obligations under the Contract Documents unless specifically so stated by Owner in writing.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, or reveal faulty or

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otherwise defective Work, or if the necessity of any such testing, inspection, or approval procedures arises out of the fault, neglect, or omission of Contractor, Contractor shall bear all costs of such testing, inspection, and approval procedures and all other costs made necessary by Contractor's failures, including, without limitation, those costs of repeated and additional procedures and compensation for Architect's services and expenses of Owner=s personnel and consultant fees and expenses. Such costs shall be paid by Contractor within ten (10) days of receipt of invoice from Owner with supporting data attached.

§ 13.5.4 Required certificates of testing, inspection or approval shall, be secured by the Contractor and delivered to Owner, unless such testing or inspection services are arranged by Owner.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

An overdue payment bears interest at the rate of one percent (1%) each month, or at the legal rate established by the Texas Government Code, currently in Section 2251.025. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives an invoice from Contractor.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract within the time period specified by applicable law.

§ 13.8 EQUAL OPPORTUNITY

§ 13.8.1 The Contractor shall maintain policies of employment as follows: "The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment, or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies."

§13.8.1.1 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment with regard to race, religion, color, sex, or national origin.

§13.9 CERTIFICATION OF ASBESTOS-FREE PROJECT

§13.9.1 Contractor shall submit to the Architect a letter addressed to the Owner certifying that all materials used in the construction of this Project contain less than 0.10 by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. Certification letters shall be dated, shall reference this specific Project, and shall be signed by not less than two (2) officers of the construction company.

§13.9.2 Certification shall further state that should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, that Contractor shall be responsible for determining which materials contain asbestos fibers and shall take corrective action to remove those materials from the Project at no additional cost to the Owner.

§13.9.3 Final payment shall not be made until this letter of certification has been received.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other

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persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

(Paragraphs deleted)

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed in accordance with the Contract Documents. .

§ 14.1.4 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraphs 14.1.1 and 14.1.2.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 refuses or fails to supply enough properly skilled workers or proper materials and equipment;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

.4 disregards the instructions of Architect or Owner (when such instructions are based on the requirements of the Contract Documents);

.5 is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar law; or

.6 otherwise does not fully comply with the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 To the extent the costs of completing Work, including compensation for additional professional services and expenses, exceed those costs that would have been payable to Contractor to complete the Work except for Contractor's default, Contractor will pay the difference to Owner, and this obligation for payment shall survive termination of the Contract. Such costs incurred by Owner will be determined by Owner and confirmed by Architect.

§14.2.5 In addition to Owner's right to remove Contractor from any part of Work pursuant to the Contract Documents, Owner may, at any time, at will and without cause, terminate any part of Work or any subcontract or all remaining Work for any reason whatsoever by giving seven (7) days' prior written notice to Contractor specifying the part of Work or subcontract to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of Work not terminated. If any part of Work or subcontract is so terminated, Contractor shall be entitled to

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payment for Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for costs directly related to Work thereafter performed by Contractor in terminating such Work or subcontract including reasonable demobilization and cancellation charges provided said Work is authorized in advance by Architect and Owner. No payment shall be made by Owner, however, to the extent that such Work or subcontract is, was, or could have been terminated under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract. In case of such termination, Owner will issue a Construction Change Directive or authorize a Change Order making any required adjustment to the Date of Substantial Completion and/or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

§14.2.6 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraph 14.2.5.

§14.2.7 Upon a determination by a court of competent jurisdiction that termination of Contractor pursuant to Subparagraph 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Subparagraph 14.2.5 and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Subparagraph 14.2.5

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right adjustment or interpretation of the Contract Terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. Claims must be by written notice.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims

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by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Said written notice of claims shall state specifically the reason for the claim, the date or dates of the cause or causes of the claim, and if any extension of time is requested, the number of days of extension requested.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Architect. No such claim shall be value unless so made. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. Extensions of time may be requested for any month of construction for days lost due to adverse weather in excess of the normally expected lost time; provided, however, if Architect determines that the seasonal average of adverse weather days during construction is less than would be normally expected, no Change Order shall be issued and the request for extension of time shall be denied.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

(Paragraph deleted)

Contractor shall not be entitled to claims for additional time and/or increase in Contract Price due to a problem or non-performance of a subcontractor.

§ 15.1.7 In the event the Contractor fails to achieve substantial completion by the date indicated in the Contract, and extended by approved Change Order, the Owner shall be entitled to liquidated damages in the amount as stated in Subparagraph 3.1.1 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith per day until the Work is substantially completed. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages, which will be sustained by Owner in the event that the Work is not completed within the agreed time, or within the legally extended time, if any. Said sum shall be considered as liquidated damages only, the exact ascertainment of which is difficult and in no sense be considered a penalty.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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User Notes:
(1987007019)

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to litigation.

§ 15.2.6 DELETED.

§ 15.2.6.1 DELETED.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 DELETED.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to litigation.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

§ 15.3.3 The parties shall share the mediator's fee. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

The parties expressly agree that disputes or claims arising under the Contract Documents shall not be subject to arbitration unless mutually agreed by the parties in writing.

§ 15.4.1 DELETED..

§ 15.4.1.1 DELETED.

§ 15.4.2 DELETED.

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User Notes: (1987007019)

§ 15.4.3 DELETED.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 DELETED.

§ 15.4.4.2 DELETED.

§ 15.4.4.3 DELETED.

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User Notes:
(1987007019)

4. AI-25096 Requesting approval to declare as surplus numerous items and vehicles (County-owned and/or Seized) for the purpose of disposition through auction as set forth through Texas Local Government Code 26.152.(a)(1) and as further detailed on the Exhibit attached hereto.
approved

5. AI-25157 Recommending award of bid and approval of contract documents to lowest bidder meeting all specifications and/or requirements as attached hereto for: Hidalgo County Sheriff's Office for the puposes of: "Repairs, Installation & Removal of Radios, Computers and Other Emergency Miscellaneous Equipment" (on an as needed basis)- RFB No. 2010-272-12-29-SMA.
approved

6. AI-25121 Requesting authority to advertise a Request For Qualifications and approval of Specifications/Requirements (RFQ Packet) For: Provision of Arbitrage Calculation Services" for Hidalgo County including Hidalgo County Drainage District #1 (if approved by DD#1-BOD) and in accordance with current inter-local agreement attached hereto.
approved

B. Pct. 1

1. AI-25113 Approval of final negotiated AIA B101-2007 (Standard Form of Agreement between Owner & Architect) and AIA 201-2007 (General Conditions of the Contract for Construction) between Hidalgo County and Alcocer-Garcia Associates, Inc. in connection with the "Design and Construction of A New Constable Building" (ranked, selected and approved by CC on 08/24/10) to house the Constable with site/location of structure on land available at the current Precinct No. 1 Complex.
approved →

2. AI-25125 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;
approved

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of in connection with professional _____ required for Projects (On an as needed basis) for Precinct No. 1 Projects.

approved

Evaluator	Leonel Garza	Professional Appraisal Services	HLH Appraisal Services
Evaluator #1	97	95	89
Evaluator #2	94	89	90
Average	95.5	92	89.5
Ranking	1	2	3

c. Authority for the Purchasing Department to negotiate a professional service contract with No. 1 ranked firm of Leonel Garza for the provision of Appraisal Services for Precinct No. 1 Projects
approved

C. Co. Wide

1. HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS-
Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, inspections, surveys, all phases-environmental assessments, title reports or title policies services, commercial contracts (improved property) or option contracts with authority for County Auditor to issue required earnest money payment(s) or option payment(s) and County Judge or Presiding Officer to execute necessary/required document(s)
nothing to report

2. AI-25135 Acceptance and approval of the Statements of Qualifications received (attached herein) in response to Hidalgo County's Request for Qualifications for establishment of a pre-qualified "POOL" of Professional Appraisers for engagement through the establishment statutory and local protocol (i.e.-nomination by user dept., ranking by cc, negotiation of an agreement, etc.) on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services set forth in the RFQ packet for: "Real Estate Appraisers Services". (RFQ No.: 2011-003-02-02-SMA with term of this pool: February 9, 2011 thru February 8, 2012.
approved

APPROVED

AI-25113

40.D.1.

Approval of an AIA B101-2007 / AIA 201-2007 with Alcocer-Garcia Associates, Inc.

CC REGULAR

Date: 02/08/2011
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Prct. 1

Information

CAPTION

Approval of final negotiated AIA B101-2007 (Standard Form of Agreement between Owner & Architect) and AIA 201-2007 (General Conditions of the Contract for Construction)between Hidalgo County and Alcocer-Garcia Associates, Inc. in connection with the "Design and Construction of A New Constable Building" (ranked, selected and approved by CC on 08/24/10) to house the Constable with site/location of structure on land available at the current Precinct No. 1 Complex.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1336-421-00-220-042-0-720
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: AIA Document A201-2007
Link: Additional AIA Documents
Link: Legal's Approval of AIA
Link: Revised Fee/Schedule
Link: AIA Document B101-2007

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	02/01/2011 11:28 AM	CREATED
1	Purchasing Department	Marty Salazar	02/03/2011 01:12 PM	APRV
2	Budget & Management	Erika Zamora	02/03/2011 02:23 PM	APRV
3	Ivan Cantu			PEND
4	Auditor's Office			

Form Started By: Vangie Garcia Started On: 02/01/2011 11:28 AM

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

THIRD AMENDMENT TO AIA B101-2007
STANDARD FORM OF AGREEMENT BETWEEN
ARCHITECT AND OWNER
(New Constable Building-Precinct No. 1)

This THIRD AMENDMENT (the "Amendment:") between **ALCOCER-GARCIA ASSOCIATES, INC.** (the "Architect"), and **HIDALGO COUNTY** (the "County"), is effective as of July 22, 2014.

WHEREAS, Architect and County entered into that certain AIA B101-2007 Agreement dated February 8, 2011 and numbered C-10-320-02-08 (the "Agreement"), whereby the Architect agreed to provide professional services for the assessment and preparation of construction documents for the design and construction of a new constable building in Precinct No. One (the "Building");

WHEREAS, Architect and County entered into that certain Amendment to AIA B101-2007 Standard Form of Agreement Between Architect and Owner (New Constable Building-Precinct No. 1) effective as of May 31, 2011 (the "First Amendment"); which First Amendment amended the Agreement;

WHEREAS, Architect and County entered into that certain Amendment to AIA B101-2007 Standard Form of Agreement Between Architect and Owner (New Constable Building-Precinct No.1) effective as of October 15, 2013 (the "Second Amendment");

WHEREAS, the estimated construction cost for the Project has subsequently increased to Eight Hundred Thousand, One Hundred Twenty Eight and 19/100 Dollars, resulting in an increase in the estimate of the Architect's compensation from Fifty-Five Thousand Nine Hundred Forty-Eight and 9/100 Dollars to Fifty-Eight Thousand Nine and 29/100 Dollars pursuant to section 11.1 of the Agreement;

WHEREAS, the final construction cost is not expected to increase above the current estimate because the parties agree that construction of the Building has been completed, so the compensation due under the Agreement is not expected to increase about the current estimate set forth above; and

WHEREAS, the parties desire to amend the Agreement to incorporate these changes.

NOW THEREFORE, for and in consideration of the tasks performed by Architect and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, Architect and County hereby agree to as follows:

1. Section 11.1 of the Agreement is hereby amended to read in its entirety as follows:

> **§ 11.1** For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows: An amount equal to 7.25% of the final cost of construction of the building, which compensation to the Architect is estimated as of July 22, 2014, to be Fifty-Eight Thousand Nine and 29/100 Dollars ($58,009.29). Any increase in the compensation above such estimate shall be agreed to by the parties in a written amendment to this Agreement.

2. All terms, conditions and covenants set forth in the Agreement, except as modified in this Amendment, are hereby ratified and confirmed, and remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is entered into by the parties hereto as of the date set forth above.

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

ALCOCER GARCIA ASSOCIATES, INC.

_____
George A. Garcia, Architect and Vice President

Approved as to Form:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Draft Third Amendment

From : Steve Crain <scrain@atlashall.com> Thu, Jul 17, 2014 11:42 AM
Subject : RE: Draft Third Amendment
To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

The amendment is fine.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, July 17, 2014 11:22 AM
To: Stephen L. Crain
Cc: Martha Salazar
Subject: Re: Draft Third Amendment

Here you go Mr. Crain; for your review as to form for approval with the additional requested changes.
Thank you

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Tuesday, July 15, 2014 1:26:05 PM
Subject: RE: Draft Third Amendment

Good Afternoon Vangie:

See the attached with Mr. Crain's proposed changes. If you have questions, please call our office.

Thanks,
Marynel

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, July 15, 2014 12:10 PM
To: Stephen L. Crain
Cc: Martha Salazar
Subject: Re: Draft Third Amendment

Mr. Crain:
As requested; attached for your review as to form for approval is the revised document. I had to revise the amounts also because of the total amount of the payment application

AI-45555 **Purchasing Department 19. C. 1.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval of closing documents for sale of real property known as LJ Ponds to Hidalgo County Drainage District No. 1 and authority for County Judge to execute same.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Erika Zamora	Monica Badillo	07/18/2014 02:46 PM
Purchasing Department	Erika Zamora	07/18/2014 03:52 PM
Budget & Management	Debbie Tamez	07/18/2014 04:20 PM
Manuel Chapa	Debbie Tamez	07/18/2014 04:21 PM
Auditor's Office	Monica Badillo	07/18/2014 05:26 PM
Form Started By: Erika Zamora		Started On: 07/17/2014

Final Approval Date: 07/18/2014

AI-45515 **Closed Session 20. C.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Benito Chavez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/15/2014 03:08 PM
Purchasing Department	Monica Badillo	07/18/2014 05:26 PM

Form Started By: Aida Alvarez Started On: 07/14/2014 03:14 PM

Final Approval Date: 07/18/2014

AI-45567 **Closed Session 20. D.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Angelica Tijerina Palacios

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/17/2014 04:28 PM
Purchasing Department	Monica Badillo	07/18/2014 05:26 PM

Form Started By: Aida Alvarez Started On: 07/17/2014 03:39 PM

Final Approval Date: 07/18/2014

AI-45569 **Closed Session 20. E.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of DAAIV FAM LTD

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/17/2014 04:28 PM
Purchasing Department	Monica Badillo	07/18/2014 05:26 PM

Form Started By: Aida Alvarez Started On: 07/17/2014 03:43 PM

Final Approval Date: 07/18/2014

AI-45571 **Closed Session 20. F.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Hidalgo County v. Aurelio Vaca & Guadalupe Yasmin Vaca

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/17/2014 04:29 PM
Purchasing Department	Monica Badillo	07/18/2014 05:26 PM

Form Started By: Aida Alvarez Started On: 07/17/2014 03:51 PM

Final Approval Date: 07/18/2014

AI-45600 **Closed Session 20. G.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-0582-14-E; Cynthia Cantu v. Sarai Navarro and County of Hidalgo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/18/2014 02:11 PM
Purchasing Department	Monica Badillo	07/18/2014 05:26 PM

Form Started By: Monica Badillo Started On: 07/18/2014 01:43 PM

Final Approval Date: 07/18/2014

AI-45613 **Closed Session 20. H.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-6203-14-A; Juanita Jackson vs. El Valle, Juan Ramos, Precinct 4

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/18/2014 05:07 PM
Purchasing Department	Monica Badillo	07/18/2014 05:26 PM

Form Started By: Monica Badillo Started On: 07/18/2014 05:05 PM

Final Approval Date: 07/18/2014

AI-45616 **Closed Session 20. I.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Gustavo Chapa dba Liberty Auto Sales

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/18/2014 05:24 PM
Purchasing Department	Monica Badillo	07/18/2014 05:26 PM

Form Started By: Monica Badillo Started On: 07/18/2014 05:19 PM

Final Approval Date: 07/18/2014

AI-45516 **Open Session 21. C.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Benito Chavez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/15/2014 03:08 PM
Purchasing Department	Monica Badillo	07/18/2014 05:26 PM

Form Started By: Aida Alvarez Started On: 07/14/2014 03:15 PM

Final Approval Date: 07/18/2014

AI-45568 **Open Session 21. D.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Angelica Tijerina Palacios

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/17/2014 04:28 PM
Purchasing Department	Monica Badillo	07/18/2014 05:26 PM

Form Started By: Aida Alvarez Started On: 07/17/2014 03:41 PM

Final Approval Date: 07/18/2014

AI-45570 **Open Session 21. E.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of DAAIV FAM LTD

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/17/2014 04:29 PM
Purchasing Department	Monica Badillo	07/18/2014 05:26 PM

Form Started By: Aida Alvarez Started On: 07/17/2014 03:45 PM

Final Approval Date: 07/18/2014

AI-45572 **Open Session 21. F.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Hidalgo County v. Aurelio Vaca & Guadalupe Yasmin Vaca

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/17/2014 04:29 PM
Purchasing Department	Monica Badillo	07/18/2014 05:26 PM

Form Started By: Aida Alvarez Started On: 07/17/2014 03:57 PM

Final Approval Date: 07/18/2014

AI-45601 **Open Session 21. G.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-0582-14-E; Cynthia Cantu v. Sarai Navarro and County of Hidalgo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/18/2014 02:11 PM
Purchasing Department	Monica Badillo	07/18/2014 05:26 PM

Form Started By: Monica Badillo Started On: 07/18/2014 01:43 PM

Final Approval Date: 07/18/2014

AI-45614 **Open Session 21. H.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-6203-14-A; Juanita Jackson vs. El Valle, Juan Ramos, Precinct 4

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/18/2014 05:08 PM
Purchasing Department	Monica Badillo	07/18/2014 05:26 PM

Form Started By: Monica Badillo Started On: 07/18/2014 05:06 PM

Final Approval Date: 07/18/2014

AI-45617 **Open Session 21. I.**

CC - REGULAR

Meeting Date: 07/22/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Gustavo Chapa dba Liberty Auto Sales

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/18/2014 05:24 PM
Purchasing Department	Monica Badillo	07/18/2014 05:26 PM

Form Started By: Monica Badillo Started On: 07/18/2014 05:20 PM

Final Approval Date: 07/18/2014