AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
January 5, 2016
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 in the Commissioners Courtroom of the Administration Building, 100 E. Cano, 1st floor, 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-52816 Resolution in Honor of Ms. Norma Longoria.

B. AI-52811 1. Discussion, consideration and action to rescind approval of agenda item 21.A.2, approved on December 15, 2015.
2. Approval and acceptance of Order dated October 29, 2015 setting salary of County Auditor, Assistant Auditors, and Budget of the County Auditor for 2016.
3. Approval to revise the Salary Schedule in accordance with Commissioners Court Action.

C. AI-52720 1. Approval of the appointment of interns from the Business, Education and Technology Academy (BETA) in Edinburg.
Israel Pena
Jevon Harding
Edgar Centeno
Sam Campbell

2. Authorization for County Judge Ramon Garcia to sign the Affiliation Agreement for the STISD/BETA High School Business Internship Program.

D. AI-52800 Discussion and approval of amendment to Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas under Chapter 312 of the Texas Tax Code and approve order on same.

E. AI-52821 1. Requesting approval to rescind action taken on 12/15/2015 on Amendment to Tax Abatement agreement between Hidalgo County and Hidalgo Wind Farm LLC, Phase I and Tax Abatement Agreement between Hidalgo County and Hidalgo Wind Farm LLC, Phase II and approve order on same.
2. Discussion and approval of Tax Abatement Agreement between Hidalgo County and Hidalgo Wind Farm (Phase II) and approve order on same.
3. Discussion and approval on Amendment to Tax Abatement Agreement effective 12/22/2014 between Hidalgo County and Hidalgo Wind Farm LLC (Phase I) and approve order on same.

F. AI-52823 Discussion and approval of Interlocal Agreement between City of McAllen, Hidalgo County, and the McAllen Tax Increment Reinvestment Zone Number Two and approve order on same.

7. **District Attorney's Office:**

A. AI-52699 District Attorney - USDJ (1256)
Approval of 2016 appropriation of funds in the amount of $20,500.00 to fund operating expenditures.

8. **Constables:**

A. AI-52718 Constable Pct. 1 - LBSP 16 (1284):
1. Authorization and approval to accept the Local Border Security Program FY 2016 Grant (LBSP-16).
2. Authorization for County Judge, as authorized official, to electronically sign grant award form and related documents.
3. Authorization to pay overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues, as certified by the County Auditor, for the Local Border Security Program FY 2016 (LBSP-16).
5. Approval to appropriate the budget for LBSP-16 grant award in the amount of $30,000.00.

B. AI-52691 Constable Pct. 2 - LBSP 16 (1284):
1. Authorization and approval to accept the Local Border Security Program FY 2016 Grant (LBSP-16).
2. Authorization for County Judge, as authorized official, to electronically sign grant award form and related documents.
3. Authorization to pay overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues as certified by the County Auditor for the Local Border Security Program FY 2016 (LBSP-16).
5. Approval to appropriate the budget for LBSP-16 grant award in the amount of $30,000.00.

C. AI-52690 Constable Pct. 3 - LBSP FY16 (1284)
1. Authorization and approval to accept the Local Border Security Program (LBSP) FY16 Grant Award No: 2998901.
2. Authorization for County Judge, as authorized official, to electronically sign grant award form and related documents.
3. Authorization to pay overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues, as certified by the County Auditor, for the Local Border Security Program FY 2016 (LBSP-16)
5. Approval to appropriate the budget for LBSP-16 grant award in the amount of $80,000.00.

D. AI-52722 Constable Pct. 4 - LBSP FY16 (1284):
1. Authorization and approval to accept the Local Border Security Program FY2016 Grant (LBSP-16).
2. Authorization for County Judge, as authorized official, to electronically sign grant award form and related documents.
3. Authorization to pay overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues, as certified by the County Auditor, for the Local Border Security Program FY2016 (LBSP-16).

5. Approval to appropriate the budget for LBSP FY16 grant award in the amount of $65,000.00.

9. **Tax Office - Paul Villarreal:**

A. AI-52574 Presentation for discussion, consideration, acceptance and approval to publish in the register of the Secretary of State the proposed rules that would state the nature and requirements of all available formal and informal procedures to license motor vehicle title services and runners.

10. **Sheriff's Office:**

A. AI-52692 Sheriff's Office - LBSP FY16 (1284):
1. Authorization and approval to accept the Local Border Security Program (LBSP) FY16 grant.
2. Authorization for County Judge, as authorized official, to electronically sign grant award form and related documents.
3. Authorization to pay overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues as certified by the County Auditor for the Local Border Security Program FY 2016 (LBSP-16).
5. Approval to appropriate the budget for the LBSP-16 grant award in the amount of $175,000.00.

B. AI-52725 1. Approval of Interlocal Cooperation Agreement for Shooting Range Use/Training between the Hidalgo County Sheriff's Office and Texas Alcohol Beverage Commission.
2. Authorization for County Judge, as authorized official, and County Sheriff to sign two original documents.

C. AI-52700 Requesting approval for County Treasurer to process payment for fuel reimbursement in the amount of $66.56 for Division Chief Oscar Montoya after auditing procedures are completed by County Auditor. Division Chief Oscar Montoya paid for fuel expense with personal credit card due to U.S. Voyager Card not working properly.

11. **Executive Office:**

A. AI-52824 Approval to designate proxies for the Metropolitan Planning Organization (MPO) Policy Board and submit necessary forms

B. AI-52810 Approval of an Order prohibiting the carrying of weapons into County Judicial and Correctional Facilities that are exempted from the General Rules permitting the open carrying of firearms by handgun license holders

C. AI-52685 1. Discussion regarding Going Up the Chisholm Trail Historical Marker Re-establishment Project
2. Authority for County Judge to sign form authorizing Texas Department of Transportation (TXDOT) to coordinate the approval of an Official Texas Historical Marker to be placed on public rights of ways.

D. AI-52781 Discussion, consideration and action regarding Agreement between County of Hidalgo and Linn-San Manuel Volunteer Fire Department, Inc.

E. AI-52706 Approval of Hidalgo County Library System ByLaws

F. AI-52773 1. Approval to accept the settlement agreement offer from the Office of the Attorney General in the amount of $4,000.00 to settle auto accident claim with County vehicle. (Constable Precinct 1)
2. Approval to authorize Valde Guerra, County Executive Officer, to sign the Release and Indemnity Agreement form and any other documents to settle the auto claim with the Office of the Attorney General. (Constable Precinct 1)

G. AI-52817 Requesting permission by Museum of South Texas History to use county parking lots near the museum for use by visitors to the museum for the following events for 2016:

EVENT	DATE	TIME
Pioneer & Ranching Crafts Day	Saturday, Feb. 20th	9am to 5pm
Summer Nights at the Museum	Thursdays, June 9th & 30th & July 14th	7pm to 9pm
Fandango! 2016	Saturday, Oct. 8th	5:30 pm to 11pm
Dia de los Muertos	Saturday, Oct. 29th	9am to 5pm
Fiesta De Noche Buena	Sunday, Dec. 11th	1pm to 5pm

12. **Human Resources:**

A. AI-52760 District Attorney - Domestic Violence Specialty Prosecutor (1281)/DA Investigation HB65 (1223):
1. Discussion, consideration, and approval of the following personnel actions, effective next pay period of 01/11/2016:

Action	Dept/Program	Slot No.	Position Title	Current Budgeted Salary/Allowance	Proposed Budgeted Salary/Allowance	Total Adjustment
Salary Adjustment (Increase)	080-018	G002	Assistant District Attorney III	$64,993.00	$65,405.00	$412.00
	080-007	A142		$900.00	$900.00	$0.00

2. Approval to revise the salary schedule in accordance with Commissioners Court action.

B. AI-52695 HIDTA Chapter 59 Asset Forfeiture (1251):
1. Approval of 2016 HIDTA Chapter 59 Asset Forfeiture Fund Budget (1251).
2. Approval of appropriation of the HIDTA Chapter 59 Asset Forfeiture funds.

HIDTA US Treasury Asset Forfeiture (1252):
1. Approval of 2016 HIDTA US Treasury Asset Forfeiture Fund Budget (1252).
2. Approval of appropriation of the HIDTA US Treasury Asset Forfeiture funds.

HIDTA Chapter 59 Asset Forfeiture (1251)/HIDTA US Treasury E-Sharing (1252):
1. Approval of the following personnel actions, effective 01/01/16:

Action	Slot#	Dept/ Program	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Delete	0001	270-012 (HIDTA US Treasury)	Criminal Investigator II	$61,800.00	$0.00
Delete	0002	270-012 (HIDTA US Treasury)	Criminal Investigator II	$61,800.00	$0.00

Create	0027	270-011 (HIDTA Chapter 59)	Criminal Investigator II	$0.00	$61,800.00
Create	0028	270-011 (HIDTA Chapter 59)	Criminal Investigator II	$0.00	$61,800.00

2. Approval to waive posting, hiring and enrollment procedures and assign employee #114863 to Slot No. 0027, Criminal Investigator II position.
3. Approval to waive posting, hiring and enrollment procedures and assign employee #072613 to Slot No. 0028, Criminal Investigator II position.
4. Approval to revise the salary schedule in accordance with Commissioners Court action.

HIDTA Task Force (1291) / HIDTA Chapter 59 Asset Forfeiture (1251):
1. Approval of the salary increases and redistribution of salary allocations, as listed on Exhibit A, effective 01/11/16.
2. Approval to revise the salary schedule in accordance with Commissioners Court action.

HIDTA Other Asset Forfeiture Fund (1253):
1. Approval of 2016 HIDTA Other Asset Forfeiture Budget.
2. Approval of appropriation of the HIDTA Other Asset Forfeiture funds.

HIDTA US Justice E-Sharing Asset Forfeiture Fund (1254):
1. Approval of 2016 HIDTA US Justice Asset Forfeiture Budget.
2. Approval of appropriation of the HIDTA US Justice Asset Forfeiture funds.
3. Authorization to pay overtime to the Hidalgo County HIDTA Task Force Criminal Investigators from January 1, 2016 - December 31, 2016 under the US Justice E-Sharing terms and conditions.

C. AI-52715 Public Defender (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel Related Amendments.
2. Discussion, consideration, and approval of the following personnel action effective next pay period, 01/11/2016:

Action	Slot#	Dept.	Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary
Reclassification	0001	085-003	Public Defender II	$55,437.00	Public Defender III	$62,475.00

3. Approval of interdepartmental transfer.
4. Approval to revise salary schedule in accordance to Commissioners Court action.

13. **Health & Human Services Department:**

A. AI-52774 1. Discussion, approval & action of the University of Texas Rio Grande Valley (UT-RGV) Graduate Medical Education Program Letter of Agreement for the Preventive Medicine Residency Program between UT-RGV and the County of Hidalgo, by and through the Hidalgo County Health & Human Services Department.
2. Requesting authorization for County Judge Ramon Garcia to sign as the authorized official for the UT-RGV Program Letter of Agreement for the Preventive Medicine Residency Program in collaboration with Hidalgo County Health & Human Services Department.

B. AI-52757 1. Requesting approval to accept the TB/PC Federal grant contract #2016-001400-00 in the amount of $437,771.00 for the period of 01/01/2016 to 12/31/2016.
2. Requesting approval for County Judge to e-sign the TB/PC Federal grant contract, Certification Regarding Lobbying Statement and the Fiscal Federal Funding Accountability and Transparency Act Certification Statement.
3. Requesting approval of the Certification of Revenue in the amount of $437,771.00.
4. Requesting approval of the budget appropriation in the amount of $437,771.00 in grant funds and $87,554.00 in local match funds.

C. **Health Care Funding District:**

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

D. **Indigent Health Care Program:**

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

14. **Fire Marshal's Office:**

A. AI-52795 Discussion and approval of the following 2016 Rural Emergency Service MOU Agreement(s) with:
1.) Linn San Manuel Fire Department Inc.
2.) Monte Alto Volunteer Fire Department

15. **Urban County:**

A. AI-52796 The Urban County Program on behalf of the City of Hidalgo is requesting approval of extension of the 90 day bid expiration for the bids received on September 9, 2015 from E-Con Group, LLC.

B. AI-52818 The Urban County Program on behalf of the City of Hidalgo is requesting consideration and action to award and enter into a construction contract with E-Con Group, LLC in the amount of $1,895,044.00. UCP funds in Years 23, 24, 25 and 26 (2010, 2011, 2012 and 2013) Non-Residential Historical Preservation line items will be used as well as funding from the City of Hidalgo.

C. AI-52769 Urban County Program on behalf of the City of Weslaco is requesting authority to purchase playground equipment for Cavazos Park. Purchase and installation will be made from Park Place Recreation Designs, Inc. (Contract # 423-13) an approved vendor through Hidalgo County's membership and participation with Buyboard. The total amount of Purchase is $47,387.55, utilizing FY 27 (2014) Weslaco Park, Recreational Facility Funds and the City of Weslaco Funds.

D. AI-52815 The Urban County Program on behalf of the City of San Juan is requesting approval of a best and final negotiated contract for professional engineering services with Cruz-Hogan Consultants Inc., in the amount of $24,240.00 utilizing CDBG FY 27 (2014) San Juan Water & Sewer Improvement funds.

E. AI-52822 1. Hidalgo County Precinct No. 1 requests approval from Hidalgo County Commissioners' Court to enter into an Interlocal Cooperation Agreement with the City of Edcouch for the overlaying of streets in the amount of $268,322.20 utilizing FY 27 (2014) UCP Street Improvements funding.

2. Requesting authorization for county judge to sign the required documents.

16. **Elections Administration:**

A. Discussion and/or action, including but not limited to Elections updates

17. **Planning Department:**

A. AI-52697 1. Preliminary Approval
a. Jecca Subdivision- Pct. 3 (Gorgonio Moreno) (Bentsen Palm Drive & Mile 3 North Road)
b. Eduardo's No. 13 Subdivision- Pct. 3 (Aniceto Izaguirre) (Trosper Road & Mile 4 North Road)
c. M. Solis Subdivision- Pct. 1 (Melesio Solis) (Mile 12 ½ North Road & Mile 4 West Road)
d. J.O.A. Subdivision- Pct. 2 (Oriel Alvarez) (El Gato Road & Border Road)

2. Final Approval with Financial Guarantee
a. Pueblo de Palmas No. 17- Pct. 4 (J. Gary Frisby) (Ramseyer Road & Cesar Chavez Road)

3. Reimbursement of Financial Guarantee
a. David Garza Subdivision- Pct. 3
b. Tierra De Santa Cruz Subdivision- Pct. 4

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

A. AI-52785 Authorization and approval to appoint Mark McCaleb to the Emergency Services District No. 1 Board pursuant to Texas Health and Safety Code Section 775.034

19. **Precinct #2 - Comm. Cantu:**

A. AI-52820 Approval of Economically Disadvantaged County (EDC) Program Application and Affidavit for Regional Hike & Bike Trail - CSJ: 0921-02-346 with authority for the County Judge to sign all required documentation.

B. AI-52738 Approval of closing documents and authority for the County Judge to execute documents for Lot 2, Blk 21, Floodway Levee, Pharr, Texas - McColl Road Project (Daniel Dillard and Sandra L. Dillard).

20. **Precinct #3 - Comm. Flores:**

A. AI-52814 Precinct #3 - Road Maintenance (1200)
1. Approval to create one (1) full time temporary position not to exceed six (6) months.

Slot#	Dept./Program	PositionTitle	Proposed Budgeted Salary
T 0100	123-005	Office Clerk	$30,000.00

2. Approval of intradepartmental transfer.
3. Approval to revise the salary schedule in accordance with Commissioners Court action.

21. **Precinct #4 - Comm. Palacios:**

A. AI-52809 Resolution in honor of Hidalgo County Precinct #4 employees of the year.

B. AI-52739 1. Approval of Amendment and Restatement of that certain Interlocal Cooperation Agreement between the County of Hidalgo and City of Edinburg, Texas concerning certain improvements to FM 1925 (Monte Cristo) From McColl Rd to 1,500 ft West of 10th Street
2. In accordance with Texas Govt. Code Section 791.014, approval of proposed project regarding certain improvements to FM 1925 (Monte Cristo) From McColl Rd to 1,500 ft West of 10th Street

22. **Budget & Management:**

A. AI-52797 Discussion, consideration and possible action on commencing the mid-year Salary Related Adjustments (approved during FY2016 Budget Adoption) on January 11, 2016.

B. AI-52801 Title IV-E Child Welfare Services (1100):
1. Approval of the revised Title IV-E Child Welfare Services Grant Budget (Contract #23941009) for October 1, 2015 - September 30, 2016.
2. Approval for County Judge to sign required documents.

C. AI-52746 Salary Schedule - Various Departments:
1. Approval to correct salary schedule discrepancies adopted during the budget process as listed in Exhibit A, effective first full pay period of 2016.
2. Approval of transfer(s).
3. Approval to revise the salary schedule in accordance with Commissioners Court action.

23. **Purchasing Department:**
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-52714 a. Presentation of scoring grid for the purpose of ranking by Commissioners' Court, the Statement of Qualification responses received in connection with the Request for Qualifications for: "Professional Auditing Services" - RFQ-2015-328-12-02;

COMPANY	AVERAGE SCORE	RANKED
Patillo, Brown & Hill	93.14	
Burton, McCumber & Cortex	96.57	
Long Chilton, LLP	93.86	
Belt Harris Pechacek, LLLP	91.43	

b. Authority for Purchasing Department to commence negotiations with the number one ranked participant/firm of in order to finalize an engagement/contract for the provision of professional independent audit services for Hidalgo County including all applicable agencies and/or programs.

2. AI-52724 a. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262-024 (a)(7); an item that can only be obtained from only one source;

   b. Approval of a **"Sole Source Declaration"** for **"R Communications"** for the Service of "**Broadcasting of Commissioners' Court Meetings"** with said service to remain in effect unless revoked by Hidalgo County Commissioner's Court or terminated as provided under page four (4) of contract section sixteeen (16).

3. AI-52751 Presentation of "sealed quotes" received for the purpose of award and approval of contract document to the responsible vendor submitting the lowest and best quote [while meeting all specifications and/or requirements as attached hereto] for: Hidalgo County: "Healthcare Reform Employee Tracking Consultant" for RFSQ #2016-026-12-30-YZV.

4. AI-52621 Presentation of sole responsible vendor submitting the lowest and best bid meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bids titled: Hidalgo County - "Turnkey Burial Services (Including Cemetery Plots) for Unidentified Pauper Remains" through project No.: 2016-009-12-02-HGO.

B. **Pct. 1**

1. AI-52799 Authority to advertise with approval of RFB plans and specifications developed by project engineer, SAMES, Inc., for two Hidalgo County Precinct No. 1 Projects, including the re-advertising of projects in the event no Bid responses are received and/or are rejected and project is still required for:
   1) "Paving & Drainage Improvements to: Mile 4W (10N - 12N)" RFB No. 2016-027-01-27-MSS.
   2) "Paving & Drainage Improvements to: Mile 12N (FM1015 - 2W)" RFB No. 2016-028-01-27-MSS.

C. **Pct. 2**

1. AI-52794 Pursuant to current contract with L&G Engineering (Article 14), a request for approval by engineer to permit the subcontracting of R.O.W. Surveying Services, LLC. in connection with Work Authorization No. 3 for the Pct 2 Regional Linear Park Project.

2. AI-52708 Acceptance and approval of request to purchase a **"subsite with the annual hosting and support for the subsite"** and a **"custom mobile app with setup and annual fee"** including any future hardware, software, maintenance, technical support, updates, upgrades, licenses, automatic renewals and any other pertinent related services with **CivicPlus** [**County's sole source vendor** for the **County's Official Website** amid **sole source declaration**] for said purchase thru assigned **requistion #288959** as follow with authority for County Judge or Designee to execute said agreements:

   Subsite setup Fee: $6,425.00
   Subsite annual fee for hosting and support: $1,575.00

   Custom Mobile App setup fee: $5,500.00
   Custom Mobile App annual fee: $1,950.00

   TOTAL AMOUNT: **$15,450.00**

D. **Pct. 3**

1. AI-52747 Discussion and applicable action in connection with the current contract between Hidalgo County and Pro-Medic, LLC including
but not limited to the following options:

A. Permit the current agreement with Pro-Medic to expire on 02-18-16 while due process in exercised by State of Texas Dept. of Health; OR,

B. Pursuant to notification to Precinct #3 from State of Texas Department of Health [see attachment herein] and Articles 6 & 16 of the current agreement between Hidalgo County and Pro-Medic EMS, LLC action to send notice of termination due to the circumstances described in attachments effective upon execution of new contract to be awarded herein;
C. Presentation of scoring grid [for the purposes of ranking and award of contract] of the proposals received for: Emergency Ambulance Services for those Unincorporated Areas in Pct 3 and as further described and detailed in the specifications in the approved HC RFP;

Evaluators	PROMEDIC EMS LLC	MED-CARE EMS	HIDALGO COUNTY EMS
Evaluator 1	90	66	91
Evaluator 2	93	82	96
Evaluator 3	93	80	94
Evaluator 4	93	82	98
TOTAL	369	310	379
AVERAGE	92.25	77.50	94.75
CC Ranking			

D. Authority to negotiate a final “Emergency Ambulance Services for Unincorporated Areas in Pct 3” Agreement with the number one ranked firm of _____.

E. **Pct. 4**

1. AI-52726 **A.** Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) for a professional service;

B. Presentation of the scoring grid (for the purposes of ranking by CC) the firms graded & evaluated through the County’s approved “pool” of Engineering Firms for the provision of "professional engineering services" for **Project: FM 1925 (from 1,500 ft. West of FM 2220 (Ware Road) to 10th Street** located within **Hidalgo County Precinct 4;**

ENGINEERING FIRMS:

Totals	Building Transportation Infrastructure, Inc. d/b/a BTI	DBR Engineering Consultants, Inc.	L&G Engineering
Scores			
Ranking			

C. Authority for the Purchasing Department to negotiate a professional engineering services agreement for **Project: FM 1925 (from 10th Street to McColl Road)** located within **Hidalgo County Precinct 4**, commencing with the No.1 ranked firm _____ for Engineering Services.

D. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) for a professional service;

E. Presentation of the scoring grid (for the purposes of ranking by CC) the firms graded & evaluated through the County’s approved “pool” of Engineering Firms for the provision of "professional engineering services" for **Project: Mile 5 from Taylor Road to FM 2220 (Ware Road)** located within

Hidalgo County Precinct 4;

ENGINEERING FIRMS:

Totals	Building Transportation Infrastructure, Inc. d/b/a BTI	DBR Engineering Consultants, Inc.	L&G Engineering
Scores			
Ranking			

F. Authority for the Purchasing Department to negotiate a professional engineering services agreement for **Project: Mile 5 from Taylor Road to FM 2220 (Ware Road)** located within **Hidalgo County Precinct 4**, commencing with the No.1 ranked firm _____ for Engineering Services.

F. **Colonia Access Program Pct. 3**

1. AI-52698 Presentation for discussion, consideration, and action on a recommendation by project Javier Hinojosa Engineering to award to lowest bidder meeting all specifications: MJA Construction, LLC in the amount of $176,801.00 for Bid No. CAP-15-359-10-28-YSS “Road & Drainage Construction for Havana Lomas Subdivision No.4”

2. AI-52709 Presentation for discussion, consideration, and action on a recommendation by project Javier Hinojosa Engineering to award to lowest bidder meeting all specifications: 2GS, LLC in the amount of $78,125.50 for Bid No. CAP-15-360-10-28-YSS “Road & Drainage Construction for Havana Lomas Subdivision No.5”

G. **Sheriff's Office**

1. AI-52736 A. Acceptance and approval of termination notice submitted by current contracted vendor **[NTC Drug Testing Services, Inc.]** in connection to agreement# **E-15-240-06-23 (C-13-077-06-25**) for the purposes of: **Drug Testing Collection Services (on as needed basis)** for the **Hidalgo County Sheriff's Office;**

   B. Ratification of publication [by Martha L. Salazar, HC Purchasing Agent] to advertise [due to time constraints in order to avoid lapse in services] a Request for Bid titled: **Hidalgo County Sheriff's Office-"Drug Testing Collection Services"** through project No.: **2016-024A-01-04-SMA.**

2. AI-52756 Presentation of bids received for the purpose of awarding to the responsible vendors submitting lowest/best bids and meeting all specifications and/or requirements including the approval of contracts (subject to legal review) for Request for Bid titled: Hidalgo County Sheriff's Office-Drug Testing Collection Services" through project No." 2016-024A-01-04-SMA.

H. **Co. Wide**

1. AI-52729 a. Acceptance and approval of termination notice submitted by current contracted vendor **[NTC Drug Testing Services, INc.]** in connection to Contract (**C-15-022-02-17**) for the purposes of: "**Drug & Alcohol Testing for H.C. Employees"** (on an as needed basis) for Hidalgo County.

   b. Ratification of publication [by HC Purchasing Agent, Martha L. Salazar due to time constraints & avoid laspse in servcices] to advertise a Request for Bid titled: **Hidalgo County- Drug & Alcohol Testing for H.C. Employees**" through project No. **2016-024-01-04-YZV and utilizing the previously HCCC approved procurement packet for same.**

c. Presentation of bid(s) received for the purpose of award and approval of contract document to the responsible vendor submitting the lowest and best bid [and meeting all specifications and/or requirements] as attached hereto for: **Hidalgo County-Drug & Alcohol Testing for H.C. Employees" RFB 2016-024-01-04-YZV.**

24. **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-52716 C-5144-15-A; Joel Casares and Debbie Casares v. County of Hidalgo

D. AI-52752 Civil Action No. 15-CV-00477; Pedro Garcia, Jr. v. Hidalgo County, Texas, et al

E. AI-52754 Civil Action No. 15-CV-435; Gregorio Trevino, Jr. v. Hidalgo County, Texas, et al

F. AI-52775 Civil Action No. 7:14-CV-00201; Nita L. Labude, ind. and as personal rep. of the Estate of Paul William Labude (decendant) v. County of Hidalgo, et al

G. AI-52812 Claim of R.Gutierrez Engineering Corporation

H. AI-52761 Claim of Jose Sandoval Hernandez

I. AI-52764 Claim of Pedro Bautista Perez

J. AI-52766 Claim of Gabriela Ventura

K. AI-52770 Claim of San Juanita Herrera

L. AI-52782 Claim of Jose Escalante

M. AI-52787 Claim of Alondra Marroquin

N. AI-52789 Claim of Leonel Gutierrez

O. AI-52791 Claim of Margarita Castaneda

25. A. 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."

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

26. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. AI-52717 C-5144-15-A; Joel Casares and Debbie Casares v. County of Hidalgo

D. AI-52753 Civil Action No. 15-CV-00477; Pedro Garcia, Jr. v. Hidalgo County, Texas, et al

E. AI-52755 Civil Action No. 15-CV-435; Gregorio Trevino, Jr. v. Hidalgo County, Texas, et al

F. AI-52776 Civil Action No. 7:14-CV-00201; Nita L. Labude, ind. and as personal rep. of the Estate of Paul William Labude (decendant) v. County of Hidalgo, et al

G. AI-52813 Claim of R.Gutierrez Engineering Corporation

H. AI-52763 Claim of Jose Sandoval Hernandez

I. AI-52765 Claim of Pedro Bautista Perez

J. AI-52767 Claim of Gabriela Ventura

K. AI-52771 Claim of San Juanita Herrera

L. AI-52783 Claim of Jose Escalante

M. AI-52788 Claim of Alondra Marroquin

N. AI-52790 Claim of Leonel Gutierrez

O. AI-52792 Claim of Margarita Castaneda

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

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

29. **Adjourn**

AI-52816

County Judge's Office 6. A.

CC - REGULAR
Meeting Date: 01/05/2016
Submitted For: Julia Sullivan, COUNTY JUDGE
Submitted By: Julia Sullivan, COUNTY JUDGE
Department: COUNTY JUDGE

Information

CAPTION

Resolution in Honor of Ms. Norma Longoria.

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/30/2015 11:54 AM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Julia Sullivan
Started On: 12/30/2015 11:36 AM
Final Approval Date: 01/01/2016

RESOLUTION IN HONOR OF WIC DIRECTOR NORMA LONGORIA

WHEREAS, for more than 37 years, Norma Longoria has dedicated her career in Hidalgo County to serving pregnant, breastfeeding, and postpartum women and their infants and children up to the age of five; and

WHEREAS, as Director of the Women, Infants and Children Program, Ms. Longoria has focused on innovation and expanding the reach of services available to women and their children. When clients had trouble coming to a WIC clinic, Ms. Longoria implemented a Mobile Clinic in 1992 and it still serves Colonia clients today. When the Starr County WIC program was going to close, Ms. Longoria took over the program to ensure there would be no interruption of services for their clients; and

WHEREAS, the United States Department of Agriculture and cooperating state health departments and tribal organizations promote and support exclusive breastfeeding as the optimal method of infant feeding through the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and other nutrition assistance programs. Ms. Longoria's most recent project is working on a statewide initiative to help hospitals become "baby friendly"; and

WHEREAS, Ms. Longoria has worked with local hospitals to provide Breastfeeding Peer Counselors to help new mothers. The program is currently available at Knapp, McAllen Medical, Edinburg Regional, Mission Regional and Starr County Memorial hospitals; and

WHEREAS, under Ms. Longoria's leadership, a Lactation Care Center was opened in 2014 to allow WIC to see all women through Title V funding. This is one of only three Lactation Care Centers in the State of Texas. WIC received a Gold Star Recognition from the USDA for the promotion of breastfeeding in the community due to Ms. Longoria's efforts and initiatives; and

WHEREAS, in addition to promoting the numerous benefits of breastfeeding, WIC works to build individual, family and community support for breastfeeding; builds awareness to protect optimal breastfeeding practices and to encourage increased breastfeeding rates; and

WHEREAS, under Ms. Longoria's leadership, the Women, Infants and Children program employs 225 staff members serving 80,700 clients in Hidalgo and Starr counties.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court hereby honors Norma Longoria for 37 years of dedicated service to the residents of Hidalgo County and the Women, Infants and Children Program and wishes her a long, healthy, and happy retirement.

Dated this 5th day of January 2016.

RAMON GARCIA
County Judge

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

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct.3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-52811

County Judge's Office 6. B.

CC - REGULAR
Meeting Date: 01/05/2016
Submitted For: Yolanda Chapa, COUNTY JUDGE
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: COUNTY JUDGE

Information

CAPTION

1. Discussion, consideration and action to rescind approval of agenda item 21.A.2, approved on December 15, 2015.
2. Approval and acceptance of Order dated October 29, 2015 setting salary of County Auditor, Assistant Auditors, and Budget of the County Auditor for 2016.
3. Approval to revise the Salary Schedule in accordance with Commissioners Court Action.

BACKGROUND

Fiscal Impact

Attachments

Order

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/30/2015 11:14 AM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Monica Badillo Started On: 12/30/2015 10:21 AM
Final Approval Date: 01/01/2016

HIDALGO COUNTY
BUDGET OFFICE
2015 NOV 5 PM 4 27

FILED
AT 11:34 O'CLOCK A M
NOV 05 2015
LAURA HINOJOSA, CLERK
District Courts, Hidalgo County
By _____ Deputy#45

THE STATE OF TEXAS

COUNTY OF HIDALGO

ORDER SETTING SALARY OF COUNTY AUDITOR, ASSISTANT AUDITORS AND BUDGET OF THE COUNTY AUDITOR

PURSUANT TO AND IN ACCORDANCE WITH Section 152.905 of the Local Government Code, at 11:30 a.m. on the 29th day of October 2015 in the 139th District Court Courtroom, a PUBLIC HEARING was held on the matter of setting the salary of the County Auditor and Assistant County Auditors.

IT WAS VOTED THAT the salary of the County Auditor and Assistant Auditors be set effective January 01, 2016, as per Exhibit "A".

Also, the Budget of the County Auditor's Office was approved as submitted, as per Exhibit "B". The County Auditor may amend the budget listed in Exhibit "B" to transfer an amount budgeted for one item to another budgeted item.

THEREFORE, it is the Order of the District Courts of Hidalgo County, that the aforementioned salaries and budget be set, and it is Hereby set as of January 01, 2016.

IT IS FURTHER ORDERED that this Order be spread on the Minutes of each of the District Courts of Hidalgo County, Texas, and the District Clerk of Hidalgo County, Texas, furnish the Commissioner's Court of Hidalgo County, Texas, a certified copy of this Order.

Signed this 29th day of October 2015.

Luis M. Singleterry, Judge
92nd Judicial District of Texas

Rodolfo "Rudy" Delgado, Judge
93rd Judicial District of Texas

J.R. "Bobby" Flores, Judge
139th Judicial District of Texas

Rose Guerra Reyna, Judge
206th Judicial District of Texas

Juan R. Partida, Judge
275th Judicial District of Texas

Mario E. Ramirez, Jr., Judge
332nd Judicial District of Texas

Noe Gonzalez, Judge
370th Judicial District of Texas

Leticia Lopez, Judge
389th Judicial District of Texas

Aida Salinas Flores, Judge
398th Judicial District of Texas

Israel Ramon, Jr., Judge
430th Judicial District of Texas

Jesse Contreras, Judge
449th Judicial District of Texas

DATE 11/5/15
A true copy I certify
LAURA HINOJOSA
District Clerk, Hidalgo County, Texas
By _____ Deputy 45

EXHIBIT A

COUNTY AUDITOR AND ASSISTANT AUDITORS
2016 SALARY AND SUPPLEMENTS

POSITION	SALARY	LONGEVITY	SUPPLEMENT	AUTO ALLOWANCE	TOTAL COMPENSATION
County Auditor	$ 121,411.25	$ 600.00	$ 2,500.00	$ 8,000.00	$ 132,511.25
First Assistant Auditor	98,219.77	960.00	1,500.00	-	100,679.77
Director of Audit Division	80,521.28	1,200.00	2,500.00	-	84,221.28
Director of Accounting Division	80,521.28	960.00	-	-	81,481.28
Financial Accounting Supervisor	57,846.86	-	-	-	57,846.86
Compliance Audit Supervisor	63,919.74	660.00	-	-	64,579.74
Revenue Audit Supervisor	63,919.74	780.00	-	-	64,699.74
Accounts Payable Supervisor	63,919.74	1,560.00	-	-	65,479.74
Grants Accounting Supervisor	63,919.74	-	2,500.00	-	66,419.74
Accountant II	45,920.49	480.00	-	-	46,400.49
Internal Auditor I	40,746.80	-	-	-	40,746.80
System Support Specialist I	51,449.53	540.00	-	-	51,989.53
Internal Auditor I	40,746.80	-	-	-	40,746.80
Accountant II	52,348.72	600.00	-	-	52,948.72
Internal Auditor II	45,920.49	300.00	1,500.00	-	47,720.49
Internal Auditor I	42,124.94	360.00	-	-	42,484.94
Accountant I	40,746.80	-	-	-	40,746.80
Accountant I	39,368.66	-	-	-	39,368.66
Internal Auditor I	39,368.66	-	-	-	39,368.66
Internal Auditor I	39,368.66	-	-	-	39,368.66
Accountant II	45,920.49	-	1,500.00	-	47,420.49
Accountant II	45,920.49	480.00	1,500.00	-	47,900.49
Technician IV	42,124.94	-	-	-	42,124.94
Internal Auditor I	40,746.80	-	-	-	40,746.80
Accountant I	40,746.80	-	1,500.00	-	42,246.80
Administrative Assistant II	35,015.88	360.00	-	-	35,375.88
Internal Auditor I	40,746.80	-	1,500.00	-	42,246.80
Accounts Payable Specialist I	28,936.82	-	-	-	28,936.82
Accounts Payable Specialist I	29,950.34	-	-	-	29,950.34
Accounts Payable Specialist II	34,934.51	300.00	-	-	35,234.51
Accounts Payable Specialist I	29,950.34	-	-	-	29,950.34
Accountant I	40,746.80	-	-	-	40,746.80
Administrative Assistant II	36,029.40	1,740.00	-	-	37,769.40
Accounts Payable Specialist III	42,124.94	660.00	-	-	42,784.94
Accounts Payable Specialist II	32,064.93	300.00	-	-	32,364.93
Accounts Payable Specialist I	30,963.86	-	-	-	30,963.86
Administrative Assistant I	27,412.42	-	-	-	27,412.42
Accounts Payable Specialist I	29,950.34	-	-	-	29,950.34
Accounts Payable Specialist I	28,936.82	-	-	-	28,936.82
Accounts Payable Specialist I	27,489.67	-	-	-	27,489.67
Accountant I	42,124.94	-	-	-	42,124.94
Accountant II	45,920.49	-	-	-	45,920.49
Accounts Payable Specialist I	32,989.87	420.00	-	-	33,409.87
Accounts Payable Specialist I	28,936.82	-	-	-	28,936.82
Accounts Payable Specialist I	29,950.34	-	-	-	29,950.34
Accounts Payable Specialist I	29,950.34	-	-	-	29,950.34
Accountant I	40,746.80	-	-	-	40,746.80
TOTAL AUDITOR'S OFFICE	$ 2,133,642.94	$ 13,260.00	$ 16,500.00	$ 8,000.00	$ 2,171,402.94

2015 NOV 5 PM 4:27
HIDALGO COUNTY
BUDGET OFFICE

EXHIBIT B

HIDALGO COUNTY AUDITOR'S OFFICE
2016 BUDGET

HIDALGO COUNTY
BUDGET OFFICE
2015 NOV 5 PM 4 27

OBJECT CODE	OBJECT NAME	AMOUNT
111	CO AUDITOR-OFFICIALS	$ 121,411.25
112	CO AUDITOR-DEPT HEADS	-
113	CO AUDITOR-REG F/T EMPLOYEES	2,012,231.69
115	CO AUDITOR-LONGEVITY PAY	13,260.00
117	CO AUDITOR-SUPPLEMENTAL PAY	16,500.00
118	CO AUDITOR-AUTO ALLOWANCE	8,000.00
211	CO AUDITOR-HEALTH INSURANCE	289,896.00
212	CO AUDITOR-LIFE INSURANCE	1,765.32
220	CO AUDITOR-FICA	166,112.32
230	CO AUDITOR-RETIREMENT	229,300.15
250	CO AUDITOR-UNEMPLOYMENT COMP	13,028.42
260	CO AUDITOR-WORKERS COMP	4,559.95
320	CO AUDITOR-PROFESSIONAL SRV	1,400.00
336	CO AUDITOR-COMPUTER SRV	41,500.00
340	CO AUDITOR-TECHNICAL SRV	1,500.00
350	CO AUDITOR-OTHER SRV	1,000.00
430	CO AUDITOR-REPAIR & MAINT SRV	1,500.00
442	CO AUDITOR-EQUIP & VEHICLE RENT	50.00
520	CO AUDITOR-INSURANCE	-
531	CO AUDITOR-TELEPHONE	4,100.00
532	CO AUDITOR-WIRELESS DEVICES	1,000.00
535	CO AUDITOR-POSTAGE	600.00
540	CO AUDITOR-ADVERTISING	2,600.00
550	CO AUDITOR-PRINTING & BINDING	1,500.00
581	CO AUDITOR-TRAVEL IN COUNTY	1,500.00
583	CO AUDITOR-TRAVEL OUT OF COUNTY	12,000.00
584	CO AUDITOR-REGISTRATION FEES	8,000.00
610	CO AUDITOR-GENERAL SUPPLIES	20,000.00
630	CO AUDITOR-FOOD	-
631	CO AUDITOR-BOTTLED WATER	1,100.00
640	CO AUDITOR-REFERENCE MATERIALS	3,400.00
650	CO AUDITOR-SOFTWARE CNTRLD	2,500.00
660	CO AUDITOR-FURN & EQUIP CNTRLD	8,800.00
751	CO AUDITOR-MACHINERY & EQUIPMENT	-
753	CO AUDITOR-FURNITURE & FIXTURES	1,700.00
761	CO AUDITOR-SOFTWARE	-
780	CO AUDITOR-CAPITAL LEASES	7,800.00
810	CO AUDITOR-DUES & MEMBERSHIPS	3,500.00
812	CO AUDITOR-SOFTWARE LICENSE RENEW	11,000.00
890	CO AUDITOR-OTHER	11,950.00
	TOTAL	$ 3,026,065.10
	SALARIES AND FRINGES	$ 2,876,065.10
	OPERATING EXPENSES	$ 150,000.00

AI-52720

County Judge's Office 6. C.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted For: Julia Sullivan, COUNTY JUDGE

Submitted By: Julia Sullivan, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

1. Approval of the appointment of interns from the Business, Education and Technology Academy (BETA) in Edinburg.
Israel Pena
Jevon Harding
Edgar Centeno
Sam Campbell

2. Authorization for County Judge Ramon Garcia to sign the Affiliation Agreement for the STISD/BETA High School Business Internship Program.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

agreement

DA approved as to form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/21/2015 04:04 PM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Julia Sullivan Started On: 12/18/2015 12:23 PM

Final Approval Date: 01/01/2016

BUSINESS EDUCATION TECHNOLOGY ACADEMY
510 S. SUGAR RD. EDINBURG, TX 78539
(956) 383-1684 FAX ▪ (956) 383-8544 ▪ www.beta.stisd.net
SOUTH TEXAS ISD ▪ MAGNET SCHOOL DISTRICT

AFFILIATION AGREEMENT FOR INTERNSHIP- PRECEPTORSHIP PROGRAM

The BETA campus of South Texas ISD's all Magnet School District presents this contract –of- agreement for the training of un-paid Senior Interns in the Business and Technology tracks. This program presents a great benefit to site-locations of the lower Rio Grande Valley with prepared students interested in careers of Business and Technology.

The intent of on-site learning experiences is to provide students opportunities that will contribute growth to their desired careers and higher learning; as well as, to aid in making wise career choices for their future.

This agreement is between South Texas · Business Education Technology Academy, hereinafter referred to as BETA High School and your organization **COUNTY OF HIDALGO, TEXAS** hereinafter, referred to as the Affiliate.

This agreement will become effective immediately upon execution by the parties. This agreement may be cancelled at any time upon the written request of either party. This agreement is to be evaluated and reviewed annually by both parties, and revisions will be made, as they are deemed necessary.

1. **Joint Responsibilities**
   a. Both parties will cooperate to provide students with a proper learning opportunity.
   b. Both parties will agree on the number of students receiving preceptorship at the Affiliate with consideration given to the number of preceptorship sites available.
2. **Responsibilities of BETA**
   a. Instructors and students of BETA will abide by the policies of the Affiliate while using its facilities.
   b. BETA will continually instruct and emphasize to the instructors and students, the importance of respecting the confidential nature of all information which may come to them with respect to the Affiliate members and records with which they work.
   c. BETA instructors and students will have liability insurance and will provide evidence of renewal yearly.
   d. BETA will evaluate and counsel students with regards to performance.
   e. BETA will assume responsibility for administrative functions related to students, attendance, and evaluation sheets.
   f. BETA instructors and students will be subject to all rules and regulations pertaining regular employees of the Affiliate.

BUSINESS EDUCATION TECHNOLOGY ACADEMY
510 S. SUGAR RD. ▪ EDINBURG, TX 78539
(956) 383-1684 FAX ▪ (956) 383-8544 ▪ www.beta.stisd.net

STISD MAGNET SCHOOL DISTRICT

3. **Responsibilities of the Affiliate**
   a. The Affiliate will permit said student/s to observe and/or assist in department routines and procedures under direct supervision of licensed or qualified employees of the facility.
   b. The Affiliate agrees to assist the program by providing through its supervisory personnel, assistance with attendance and evaluation sheets, at intervals to be agreed upon.
   c. The Affiliate will inform its professional staff of its participation in the various preceptorship sites.
   d. The Affiliate will orient BETA faculty to their facilities and policies.
   e. The Affiliate reserves the right in its absolute and sole discretion to refuse its facilities and services to any instructor or student who does not meet the professional standards proposed by the Affiliate.
   f. This program agreement is subject to all terms and conditions of the Hidalgo County Internship Policy, fully incorporated by reference here and attached as Exhibit "A", and this Affiliation Agreement. In the event of a conflict, the Hidalgo County Internship Policy shall supersede this agreement.

Marla M Guerra 12-17-15
Dr. Marla Guerra, S.T.I.S.D. Superintendent Date:

Nora V Casarez 12-17-15
Dr. Nora V. Casarez, BETA Principal Date:

*It is the policy of South Texas Independent School District to comply with nondiscrimination provisions and regulations of all federal and state laws by assuring that no person be denied any benefits of participation in any programs or activities which it operates on the ground of race, religion, color, national origin, sex, handicap, or age.

THE COUNTY OF HIDALGO, TEXAS

_____

Ramon Garcia, County Judge

ATTEST

_____

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Office of Hidalgo County Criminal District Attorney,
Ricardo Rodriguez, Jr.

By: _____
Josephine Ramirez Solis
Assistant District Attorney

STARR
INDEMNITY & LIABILITY

Dallas, Texas
Administrative Office: 399 Park Avenue, 8th Floor, New York, NY 10022

ADMINISTRATIVE CHANGE RIDER #1

This Rider is attached to and made a part of Policy Number BAP 272369 issued to South Texas Independent School District (the Policyholder).

Effective September 1, 2015, the Policy is renewed as follows:

POLICY TERM: September 1, 2015 – September 1, 2016

PREMIUM RATES: $720.00

In all other respects, the Policy remains the same.

Signed for the Company:

Nehemiah E. Ginsburg, General Counsel

Charles H. Dangelo, President

The Affiliation Agreement is approved as to form.

Sincerely,

Jonathan Lee Almanza
Assistant Criminal District Attorney
Civil Division
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 292-7609 ext. 8183
(956) 318-2079 FAX
jonathan.almanza@da.co.hidalgo.tx.us

From: Julia Sullivan [mailto:julia.sullivan@co.hidalgo.tx.us]
Sent: Wednesday, December 30, 2015 3:44 PM
To: jonathan almanza
Subject: Affiliation Agreement 4 pages

Julia Benitez Sullivan
Public Affairs Director
(956) 292-7026

The County of Hidalgo, Texas
Public Affairs Division
100 E. Cano Rd, First Floor
Edinburg, TX 78539

AI-52800

County Judge's Office 6. D.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted For: Michael Leo, COUNTY JUDGE Submitted By: Michael Leo, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion and approval of amendment to Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas under Chapter 312 of the Texas Tax Code and approve order on same.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No budgetary impact

Attachments

Exhibit A

Application for Exhibit

order

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/30/2015 02:15 PM
Manuel Chapa	Manuel Chapa	12/30/2015 04:08 PM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Michael Leo Started On: 12/29/2015 01:58 PM

Final Approval Date: 01/01/2016

GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN HIDALGO COUNTY, TEXAS

Effective December 22, 2014
As Amended January 5, 2016

I. General Purpose and Objectives

The County is committed to the promotion of high quality development in all parts of the County and to an ongoing improvement in the quality of life for its citizens. Certain types of investment result in the creation of new jobs, new income and provide for positive economic growth which is beneficial to the County as a whole. The County will, on a case-by-case basis, give consideration to providing tax abatement as a stimulation for economic development in the County. 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 County is not obligated to grant tax abatement to any applicant and nothing herein will imply or suggest that the County is under any obligation to provide tax abatement to any applicant or with respect to any project. All applicants will be considered on a case-by-case basis, and the decision to approve or deny tax abatement to any particular applicant will be at the discretion of the Commissioners Court of the County. As provided in section 312.002(d) of the Texas Tax Code, adoption of these guidelines and criteria does not (1) limit the discretion of the Commissioners Court to decide whether to enter into a specific tax abatement 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 tax abatement 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 tax abatement. Tax abatement agreements are made with the owners or lessees of real property to exempt from taxation a portion of the value of the real property or of tangible personal property, or both. The duration of an agreement may be for a period of time determined appropriate by the Commissioners Court of the County, based on the productive life of the improvements and consistent with the provisions of these Guidelines and Criteria, but, in accordance with state law, in no case will the term of the tax abatement extend for more than ten (10) years. Special terms and conditions may be set in the agreement governing each specific tax abatement.

II. Definitions

A.“Abatement” means the full or partial exemption from ad valorem taxes of eligible properties in a reinvestment zone designated as such for economic development purposes.

B.“Agreement” means a contractual agreement for the purpose of Abatement during a Tax Abatement Period between (i) an Owner and/or a Lessee of eligible property and (ii) a taxing authority.

C.“Applicant” means the Owner and/or Lessee who submits an Application to the County in accordance with these Guidelines and Criteria.

D.“Application” means the written application and all related materials submitted to the County by the Applicant to request an Abatement hereunder.

E. “Base Year Value” means the taxable value of the Applicant’s real and Personal Property of a type eligible for Abatement (which excludes inventory and supplies) located in a designated reinvestment zone on January 1 of the year of the execution of the Agreement.

F. “Capital Cost” means the amount expended by the Owner or Lessee, as the case may be, on or after the date of the applicable Agreement on eligible Improvements to Real Property or acquisition of eligible Personal Property needed to commence a Project or operations. Capital Cost expressly excludes amounts expended by the County or other governmental entities and any amounts expended with respect to ineligible property.

G.“Commissioners Court” means the elected governing body of the County.

H. “County” means the County of Hidalgo, a political subdivision of the State of Texas.

I. “Economic Life” means the number of years a property qualifies for depreciation under the Internal Revenue Service Code (Section 168) Modified Accelerated Cost Recovery System, which may be extended in the discretion of the County, upon evidence presented by the Applicant as to the expected Productive Life of the property.

J. “Eligible Education Facility” means new, expanded or modernized buildings and structures, including fixed machinery and equipment, which, when constructed or completed, will be leased to a public school district, community college district, or state-supported institution of higher education, for the entire term of the proposed Abatement, and which will contribute to the economic development of the County.

K.“Eligible Facility” means a new, expanded or modernized building, structure or related buildings and structures, including fixed machinery and equipment, which is reasonably likely as a result of granting Abatement to contribute to the retention or expansion of Primary Employment or to attract major investment in the reinvestment zone that would be a benefit to the property and that would contribute to the economic development of the County, but does not include a Facility, other than a utility, which is intended primarily to provide goods or services to residents or existing businesses located in the County such as, but not limited to, a restaurant or a retail sales establishment.

L.“Existing Project” means any Project for which there is an Agreement in existence between the County and an Owner and/or a Lessee with respect to which the Tax Abatement Period has not expired

M.“Expansion” means the addition of buildings, structures, fixed machinery, and/or equipment for the purpose of increasing production capacity or revenues.

N.“Extraordinary Impact” means a Project where the Capital Cost is at least equal to $25,000,000.00 or which creates at least 500 Jobs.

O.“Facility” means property Improvements, including eligible Personal Property, completed or in the process of construction which together comprise an integral whole.

P.“Guidelines and Criteria” mean these guidelines and criteria for granting Abatement in the County.

Q.“Improvement” means a building, structure, fixture, or fence erected on or affixed to land, or a transportable structure designed to be occupied for residential or business purposes, whether or not it is affixed to land, if the owner of the structure owns or leases the land on which it is located, unless the structure is unoccupied and held for sale or normally is located at a particular place only temporarily.

R. “Initial Period” has the meaning set forth in Section III(G)(1)b below.

S.“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, does not qualify as a “Job” for purposes of these Guidelines and Criteria.

T. “Lessee” means the tenant who is occupying and operating or will occupy and operate an Eligible Facility under a legally binding lease agreement with a Lessor. A lessee of Real Property on which the Eligible Facility exists or is constructed may also own the Facility.

U.“Lessor” means the owner of an Eligible Facility or of the Real Property on which an Eligible Facility is located that has a binding lease with a Lessee who will occupy and operate the Facility.

V.“Modernization” means the replacement and upgrading of existing Facilities which increase the productive input or output, updates the technology, or substantially lowers the unit costs of operation, and extends the economic life of the Facility. Modernization may result from the construction, alteration, or installation of buildings, structures, fixed machinery, or equipment. It will not be for the purpose of renovation, reconditioning, refurbishing, repairing, or completion of deferred maintenance, except in reinvestment zones established based on conditions of economic impairment.

W.“New Facility” means a Facility on Real Property previously undeveloped, which is placed into service by means other than Expansion or Modernization.

X. “Newly Created Value” means the difference between the Taxable Property Value in the base year and the Taxable Property Value at the time the value is being newly calculated.

Y. “Owner” means the owner of Real Property on which an Eligible Facility is or will be located, who may also be the Lessor. Where the context requires, “Owner” means the owner of the Eligible Facility, who is the lessee of Real Property on which the Eligible Facility is or will be located; provided that a specific definition or other provision to the contrary in an Agreement controls over this sentence.

Z. “Personal Property” means property that is not Real Property, and consists of intangible and tangible personal property. Intangible Personal Property 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.

AA. “Primary Employment” means retention or creation of new Jobs for residents of the County as a result of new, expanded or modernized building Projects.

BB.“Prior Application” has the meaning set forth in Section IV(A)(12)(a)(i) below.

CC. “Productive Life” means the number of years a property Improvements is expected to be in service in a Facility.

DD. “Project” means the proposed planned undertaking consisting of New Facilities and/or Modernization of Existing Facilities for which Abatement is requested.

EE.“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.

FF.“Reinvestment Zone” is (i) an area designated as such for the purpose of Abatement as authorized by the Property Redevelopment and Tax Abatement Act, Sections 312.401 or 312.201 of the Texas Tax Code or (ii) an area designated as an enterprise zone under

Chapter 2303 of the Texas Government Code as authorized by the Property Redevelopment and Tax Abatement Act, Section 312.4011 of the Texas Tax Code.

GG. "Supplemental Project" means any Project that is an expansion of an Existing Project onto additional Property. Supplemental Projects must qualify as a Project without taking into account the related Existing Project, but may have different terms as set forth in Section III.G.(1) below.

HH. "Tax Abatement Period" means the period not exceeding ten years commencing on the January 1st occurring after execution of the Agreement or such later January 1st in accordance with these Guidelines and Criteria as is specified in the Agreement.

II. "Taxable Property Value" means the value of the Property being valued as determined by deducting from the assessed value of such Property, as recorded by the Hidalgo County Appraisal District, the amount of any applicable exemption as defined by the Texas Property Tax Code.

III. Abatement Authorized

A. Eligible Facilities. Abatement may be granted for New Facilities and for Expansion or Modernization of Existing Facilities. The Economic Life of a Facility and/or eligible property must exceed the duration of the Abatement.

B. Eligible Property. Abatement may be applied to both Real and Personal Property used at an Eligible Facility for business purposes, excluding all ineligible property.

C. Ineligible Property. The following types of property will be fully taxable and ineligible for Abatement: (i) land, (ii) inventory, supplies, tools, furnishings and other forms of moveable Personal Property, (iii) housing, (iv) deferred maintenance, and (v) property to be rented or leased except as provided in subsection E. of this Section III. No reference to property (real or personal) herein shall be deemed to incorporate any ineligible property into any calculation of investment or Abatement.

D. New Value. Abatement may only be granted for the Newly Created Value of eligible property Improvements made subsequent to and specified in an agreement between the County and the Owner and/or Lessee, subject to such limitations as the County may impose.

E. Leased Facilities. If a leased Facility is granted Abatement, the agreement will be executed by the Lessee and, if required by the County, by the Lessor. If the County requires both Lessee and Lessor to be parties to the agreement, the agreement will not be in effect unless both Lessee and Lessor execute the agreement.

F. Eligibility Criteria. In order to be considered for Abatement, eligible Facilities must be located in a reinvestment zone and result in a minimum added value of $1,500,001 in real and business Personal Property or the creation of at least 26 full-time Jobs.

G. Criteria and Value of Abatement. Abatement may be granted for eligible Facilities on all or a portion of the Newly Created Value of eligible property according to the following:

(1) An Owner and/or Lessee, as the case may be, of Real Property where an Eligible Facility is located prior to the inception of the Project subject to an agreement or on which an Eligible Facility will be constructed as part of the Project, must agree to expend a designated sum of money as the Capital Cost of the Project and/or provide a certain number of Jobs in order to qualify for an Abatement and must expend at least the sum agreed to as the Capital Cost of the Project and provide at least the agreed number of Jobs in accordance with the agreement in order to receive such Abatement.

(a) General. Except with respect to Extraordinary Impact Projects in which subsection III.G.(1)(b) below applies and Supplemental Projects, the percent of value to be abated will be determined by the greater percentage for which the Project qualifies as set forth below based on the Capital Cost expended by the Owner and/or Lessee, as the case may be, in the Project or the number of Jobs created:

Percent of Increase in Property Value to be Abated	**Capital Cost of the Project**	**Number of Jobs Created**
0%	Less than $1,500,001	0 – 25
25%	$1,500,001 up to and including $5,000,000	26 – 50
50%	Over $5,000,000 up to and including $10,000,000	51 – 100
80%	Over $10,000,000	101 or more

(b) Extraordinary Impact Projects. The Owner and/or Lessee may, in lieu of the schedule set forth in subsection (a) above, opt for the following provisions if the Capital Cost is at least equal to $25,000,000.00 or the Project creates at least 500 Jobs:

Percent of Increase in Property Value to be Abated	**During Year of Tax Abatement Period**
100%	Initial Period
90%	First Year after Initial Period
80%	Second Year after Initial Period
70%	Third Year after Initial Period
60%	Fourth Year after Initial Period
50%	Fifth Year after Initial Period
40%	Sixth and subsequent Years after Initial Period

The "Initial Period" is the first one to four years of the Tax Abatement Period, determined as follows: the Initial Period commences on the January 1 following execution of the Agreement (or such later January 1 as may be agreed to in the Agreement, provided such January 1 is not more than 3 years after execution of the Agreement) and ends on the earlier of the fourth December 31 occurring after such January 1 and the December 31 occurring after substantial completion of construction of Improvements. Regardless of the length of the Initial Period, the Tax Abatement Period shall not exceed ten years. The Owner or Lessee (or both if both are parties to the Agreement) must make such election in the Agreement. In the event the parties have opted for this provision but it is later determined that the actual Capital Cost or Jobs do not qualify for this provision, the provisions of subsection (a) above will apply in lieu of the provisions of this subsection (b) and any taxes abated prior to the determination that this provision was inapplicable in excess of the amount that would have been abated pursuant to subsection (a) above shall be immediate recaptured and paid by Owner and/or Lessee.

(c) Supplemental Projects. With respect to Supplemental Projects, the percent of value to be abated will be determined by the County and shall not exceed the greater percentage for which the Supplemental Project qualifies as set forth below based on the Capital Cost expended by the Owner and/or Lessee, as the case may be, in the Supplemental Project or the number of Jobs created:

Maximum Percent of Increase in Property Value to be Abated	Capital Cost of the Project*	Number of Jobs Created*
0%	Less than $1,500,001	0 – 25
25%	$1,500,001 up to and including $5,000,000	26 – 50
50%	Over $5,000,000 up to and including $10,000,000	51 – 100
80%	Over $10,000,000	101 or more

*In the event of any irreconcilable dispute between the parties as to the allocation of Jobs and Capital Cost between an Existing Project and the related Supplemental Project, the County will make the final determination as to such allocation.

(2) Only the Newly Created Value will be eligible for Abatement. The applicable percentage set forth in subsection (G)(1) of this Section III (based on whether the Capital Cost of the Project or Job creation results in a higher percentage and whether, if applicable, the Extraordinary Impact provision was opted for in the Agreement) is applicable only to the Newly Created Value of Real Property at the Eligible Facility and of Personal Property owned by the Owner or the Lessee at the Eligible Facility as determined by the Hidalgo County Appraisal District and these Guidelines and Criteria.

(3) The length of the Tax Abatement Period shall not exceed ten (10) years. The Tax Abatement Period shall start on a January 1 not later than the later of (i) the third January 1 occurring after the successful completion of the development, redevelopment or Improvements of the Project as specified in the Agreement or (ii) the fourth January 1 occurring after execution of the Agreement. The Abatement of the Real and Personal Property during the Tax Abatement Period shall only be received to the extent its Taxable Property Value for that year exceeds its Taxable Property Value for the year in which the Agreement is executed, such that only Newly Created Value will be abated.

(4) As an additional incentive to create and sustain Jobs, any Abatement based upon Job creation will be subject to increases or decreases in subsequent tax years based on the level of Jobs added or lost. For example, a Project that initially creates thirty (30) Jobs is eligible for a 25% Abatement. In the second year of the Tax Abatement Period, if twenty-one (21) additional Jobs are added, the Abatement will then increase to 50% (although such increased Abatement shall not apply retroactively), and so on as Jobs are created during the Tax Abatement Period. Conversely, if Jobs are reduced, the percent of Abatement will also be reduced.

(5) With respect to any Abatement based upon Capital Cost, the percent of value to be abated may qualify for increases in subsequent tax years based upon additional capital Improvements. For example, a Project that initially has a Capital Cost of $2,500,000.00, is eligible for 25% Abatement. In the second year of the Tax Abatement Period, if additional qualifying capital Improvements are made in the total amount of $3,000,000, the Abatement may then increase to 50% upon Commissioners' Court approval (although such increased Abatement shall not apply retroactively).

(6) Improvements, Expansions or Modernizations must not be expected to solely or primarily have the effect of transferring employment from one part of the County to another part of the County.

(7) The Project must be expected to prevent the loss of payroll or retain, increase or create payroll on a permanent basis in the County

H. Standards of Tax Abatement. The following factors, among others, will be considered in determining whether to grant Abatement and, if so, the percentage of value to be abated and duration of Abatement.

(1) value of land and existing Improvements, if any;

(2) type and value of proposed Improvements;

(3) Productive Life of proposed Improvements;

(4) number of existing Jobs to be retained by proposed Improvements;

(5) number and type of new Jobs to be created by proposed Improvements;

(6) whether the new Jobs to be created will be filled by persons residing within the County;

(7) amount property tax base valuation will be increased during term of Abatement, which will include a definitive commitment that (i) such increase in valuation will not in any case be less than $1,500,001, or (ii) no less than 26 Jobs will be created;

(8) the costs to be incurred by the County to provide facilities or services directly resulting from the new Improvements;

(9) the amount of ad valorem taxes to be paid to the County during the Tax Abatement Period considering (a) the existing values, (b) the percentage of new value abated, (c) the Tax Abatement Period, and (d) the value after expiration of the Tax Abatement Period;

(10) the types and values of public improvements, if any, to be made by the Applicant seeking Abatement;

(11) whether the proposed Improvements compete with existing businesses to the detriment of the local economy;

(12) the impact on the business opportunities of existing businesses;

(13) the attraction of new businesses to the area;

(14) whether the Project is environmentally compatible with no adverse impact on quality of life, including whether the Project or portions thereof will meet U.S. Green Building Council Leadership in Energy and Environmental Design Program (LEED) Standards/Certification; and

(15) whether the Real Property is in an improvement project financed by tax increment bonds.

Each Eligible Facility will be reviewed on its merits utilizing the factors provided above. After such review, Abatement may be entirely denied or may be granted to the extent deemed appropriate after full evaluation.

I. In addition to other Abatements authorized hereunder, Abatement may be granted for an Eligible Education Facility as provided in this subsection I. The provisions of subsections III. G.(1), G.(2) (excluding the first sentence), G.(4), G.(5), and H.(7), of these Guidelines and Criteria will not apply to Abatements for Eligible Education Facilities. The term of the Abatement for an Eligible Education Facility will be established by the Commissioners Court at the time the Abatement is granted, but in no event will exceed the maximum term permitted under the Texas Tax Code.

IV. Procedural Guidelines

A. Preliminary Application Steps: Any person, organization, corporation or other entity meeting the Abatement guidelines may request Abatement by contacting the County Judge's Office Economic Development Division and filing a written Application with the County in conformance with the following procedural guidelines. Consideration will be given to written requests from Applicants for the confidentiality of proprietary information, consistent with state law, including without limitation Section 312.003 of the Texas Tax Code and Section 552 of the Texas Government Code.

(1) An Application form approved by the County and in the form attached to these Guidelines and Criteria must be completed and submitted to the appropriate office or any other office or official designated by the

County, with all of the information and documents specified therein and herein, prior to commencement of construction, alterations, or installation of Improvements related to a proposed Modernization, Expansion or new Facility by the Applicant. Commencement of construction is considered to have taken place when any one of the following has occurred:

(a) If more than ninety days has passed since an Abatement Agreement with the municipality has been executed (if applicable);

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

(c) If the Project's site has been cleared and prepared for development;

(d) If construction (including renovations or tenant finish-out) has begun;

(e) If site specific infrastructure has begun to be installed; or

(f) If equipment, inventory, or employees have been relocated to the new site.

A complete Application, with all of the information and documentation specified therein and herein, must be submitted to the appropriate office or any other office or official designated by the County 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.

(2) The Application will require such financial and other information as may be deemed appropriate for evaluating the financial capacity of the Applicant. This may include an economic feasibility study including a detailed list of estimated Improvements costs, a description of the methods of financing all estimated costs and the time when related costs or monetary obligations are to be incurred, and historical financial statements and statements of revenues, expenses, net income and cash flow for the first five years of the Project, which have been audited, reviewed or compiled by a certified public accountant.

(3) Applicant will prepare a descriptive list of the eligible Improvements for which Abatement is requested. This will include the class life of the Improvements based on the Internal Revenue Service Code (Section 168) Modified Accelerated Cost Recovery System and, if applicable,

any documentation supporting a longer Economic Life of such Improvements.

(4) Applicant will prepare a plat or map showing the precise location of the property, location of proposed Improvements, all roadways within five hundred feet (500') of the site, and all existing land uses and zoning within five hundred feet (500') of the site. The correct legal description of the Real Property must be provided.

(5) Applicant will address all criteria outlined in Section III.H. of these Guidelines and Criteria in letter format. In the case of a Modernization or Eligible Facility, Applicant will also include a statement of the Facility's current property value, stated separately for Real and Personal Property.

(6) Applicant will prepare a time schedule for undertaking and completing the planned Improvements.

(7) Applicant will provide a tax certificate verifying that no taxes are past due on Applicant's (and, if Applicant is not the Owner of the Real Property or Facility, the Owner's) property located within the proposed reinvestment zone; provided, however, that with respect to Extraordinary Impact Projects where Applicant is not the Owner of the Real Property on which the Facility is or will be located, Commissioners Court may opt to limit the Real Property for which such certificates are required if deemed appropriate under the circumstances.

(8) Applicant will provide a copy of the underlying lease if Applicant is a Lessee of the Facility.

(9) Applicant will provide a copy of the contract between the Applicant and any employment agency acting as the employer of the employees of eligible Jobs pursuant to such contract.

(10) Applicant will provide copies of the immediately preceding quarterly reports filled with the Texas Workforce Commission, documenting the current number of permanent full time employees.

(11) Applicant will provide a current copy of any Enterprise Zone Map identifying the property location.

(12) Applicant shall pay to the County a non-refundable application fee of $1,000 at the time of submission of the Application unless

(a) the Applicant meets all of the following criteria:

(i) during the twelve months immediately preceding the submission of the Application, the Applicant submitted an

Application for an Abatement to the County (the "Prior Application");

(ii) during such twelve month period, the Applicant paid the $1,000 fee to the County with respect to the Prior Application;

(iii) neither the Applicant nor any other party has received or will receive any Abatement with respect to such Prior Application; and

(iv) the Commissioners Court deems such new Application to be substantially similar to the Prior Application; or

(b) the total Abatement that the Applicant is requesting is less than and capped at (i) $1,000 per year and/or (ii) $10,000 in the aggregate over the life of the Abatement.

Applicant understands and, by submitting an Application agrees, that such fee is to partially offset the County's expenses in reviewing the Applicant's Application and shall not be refunded in the event the Application is withdrawn by Applicant or denied by the County. Applicant will submit along with the Application a copy of the receipt issued from the Hidalgo County Treasurer evidencing payment of the application fee.

B. Application Review Steps: Upon receipt of a completed Application, the County will distribute copies of the Application to the appropriate County departments for internal review and comments. The County may request additional information as needed to determine Applicant's eligibility for Abatement according to Sections III A., B. and F and to review the factors set forth in Section III.H.

C. Timing Provisions.

(1) Notwithstanding any provision to the contrary in Sections IV or V of these Guidelines and Criteria, to the extent allowable under applicable law, the Commissioners Court in its discretion may:

(i) allow additional time for compliance with the requirements in Sections IV and V of these Guidelines and Criteria with respect to any Applications received after October 1 of the calendar year and may consider, approve and enter into an Agreement during the calendar year in which the Application was received after October 1 if the Commissioners Court in its discretion determines the County had adequate time to review and consider the Application and the Agreement, and

(ii) consider and approve an Abatement and enter into an Agreement prior to receipt of all required information, provided that if such Abatement is granted the Agreement requires the Owner and/or Lessee, as the case may be, to comply with any such provisions within thirty days of the date of the Agreement and allows the County to terminate the Agreement in the event any conditions in the Agreement are not timely met.

(2) Provided commencement of construction as defined in Section IV.A.(1) above has not occurred prior to submission of the complete Application as set forth herein, the commencement of construction by (x) the taking of actions specified in Section IV.A.(1)(a-c) above by the Owner and/or Lessee or (y) the taking of any of the actions specified in Section IV.A.(1)(a-e) above by the Owner and/or Lessee after approval by the Commissioners Court of an Agreement but prior to execution of the Agreement shall not be a bar to the County subsequently executing the Agreement based on these Guidelines and Criteria and the terms approved by the Commissioners Court with the Owner and/or Lessee, as applicable; provided that (i) with respect to any such activity undertaken prior to Commissioners Court granting of an Abatement that the Abatement may not be granted at the discretion of the Commissioners Court and (ii) that the Applicant, Owner and/or Lessee, as the case may be, commence activity related to the Project at their own risk, and with respect to (y) above, in the event, prior to execution of the Agreement, any discrepancy or dispute over the terms of the Agreement arise that the Commissioners Court retains its discretion to not enter into such Agreement. For purposes of this subsection (2), a complete Application is an Application that, in the opinion of the County, meets all of the requirements of the Guidelines and Criteria excluding only any additional materials requested by the County but not expressly specified in the Guidelines and Criteria.

V. Consideration of Application and Adoption of Agreement

A. When the County considers an Abatement request, it will consider the feasibility and impact of the proposed Abatement by making an estimate of the economic effect of the Abatement of taxes and the benefit to the property to be covered by the Abatement and to the taxing authorities involved.

B. In accordance with Section 312.401(b) of the Texas Tax Code, the Commissioners Court may not designate an area as a reinvestment zone until it holds a public hearing on the designation and finds that the designation would contribute to the retention or expansion of Primary Employment or would attract major investment in the reinvestment zone that would be a benefit to the property to be included in the reinvestment zone and would contribute to the economic development of the County. At the hearing, interested

persons are entitled to speak and present evidence for or against the designation. Not later than the seventh day before the date of the hearing, the Commissioners Court will give notice of the hearing in accordance with Sections 312.401(b) and 312.201(d) of the Texas Tax Code. Pursuant to Section 312.4011, designation of an area as an enterprise zone under Chapter 2303, Texas Government Code, constitutes designation of the area as a reinvestment zone without further action by the County.

C. (1) The Commissioners Court may consider adoption of an Order approving the execution of an Agreement between the County and the Applicant governing the provision of the Abatement within the reinvestment zone only after the Applicant has forwarded all necessary information and documentation to the County. The County will notify the Applicant of approval or disapproval in writing as soon as such action has occurred. The County will not approve an Agreement if it finds that the request for the Abatement was filed after the commencement of construction, alterations, or installation of Improvements related to a proposed Modernization, Expansion or New Facility by the Applicant except as provided in subsection V.C.(2) below. Any Improvements performed by a taxing entity in anticipation of a Project will not be subject to this subsection C(1).

(2) The decision to provide any Abatement will be considered on a case by case basis, in accordance with these Guidelines and Criteria, and at the discretion of the Commissioners Court who, with respect to Applicants concerning Projects of Extraordinary Impact may waive Subsection IV(A)(1)(b) if reasonable proof is shown of why the waiver is needed and of the benefit to the County of granting the Abatement.

D. Not later than the seventh day before the date on which the County enters into an Agreement, the County will deliver, as provided by Section 312.2041 of the Tax Code, to the presiding officer of the governing body of each other taxing unit in which the property to be subject to the Agreement is located a written notice that the County intends to enter into the Agreement. The notice will include a copy of the proposed Agreement.

E. The governing bodies of the appropriate taxing authorities may consider ratification of and participation in the Agreement between the County and the Applicant.

F. After approval, the County will formally pass an Order and execute an Agreement with the Owner and/or Lessee of the Facility as required. Such Agreement prior to execution will be reviewed by legal counsel for the County and the Owner and/or Lessee, as applicable. Such Agreement shall be subject to the rights of holders of outstanding bonds of the County and shall be entered into by the County on the condition that the Owner and/or the Lessee, as applicable, makes specific Improvements or repairs to the property. Except as otherwise specified in these Guidelines and Criteria, the Abatement in each Agreement shall take effect on January 1 of the next tax year after the date the Improvements or repairs are substantially completed. Each Agreement must include the terms required under Section 312.205 or the Texas Tax Code and will address various issues, including, but not limited to, the following:

(1) General description of the Project;

(2) The percent of value to be abated each year;

(3) Estimated value of the Abatement including the Base Year Value;

(4) Duration of the Abatement, including the commencement date and the termination date;

(5) Legal description of the Real Property;

(6) Kind, number, location and timetable of planned Improvements;

(7) Specific terms and conditions to be met by Applicant;

(8) The proposed use of the Facility and nature of construction;

(9) A plat or map showing the precise location of the Real Property, including the location within the enterprise zone and Improvements and proposed Improvements on the Real Property;

(10) Contractual obligations in the event of default, violation of terms conditions, delinquent taxes, recapture, administration and assignment; and

(11) Size of investment and average number of new Jobs created.

VI. Denial of Abatement

A. All eligible Applications for Abatement will be considered on a case-by-case basis and except for the instances set forth in Section VI.B. herein, the decision to approve or deny Abatement will be made at the discretion of the Commissioners Court in accordance with these Guidelines and Criteria.

B. The Commissioners Court shall not authorize either a reinvestment zone or an Agreement if it is determined that:

(1) there would be an adverse impact on the provision of government service or tax base;

(2) the Applicant has insufficient financial capacity to complete the Project;

(3) planned or potential use of the property would constitute a hazard to public safety, health or morals;

(4) violation of other codes or laws exist;

(5) the property is in an improvement project financed by tax increment bonds; or

(6) there exists any other reason that is deemed appropriate by the Commissioners Court.

C. Nothing herein will imply or suggest that the County is under any obligations or duty to provide Abatement to any eligible Applicant, or that any Applicant has an entitlement to Abatement except as may be determined on a case-by-case basis by the Commissioners Court.

VII. Taxability

From the execution of the Agreement to the end of the Tax Abatement Period, taxes will be payable as follows:

(a) The value of ineligible property will be fully taxable;

(b) The Base Year Value of existing eligible property as determined each year will be fully taxable;

(c) The additional value of eligible property will be taxable in the manner and for the period provided for in the Agreement; and

(d) The additional value of eligible property will be fully taxable at the end of the Tax Abatement Period.

VIII. Recapture

A. The County will be entitled to terminate the Agreement and shall recapture all or part of the taxes abated, upon the occurrence of one or more of the following events:

(1) If the Owner or Lessee fails to commence operation of the Facility and the provision of the applicable product or service within the time provided in the Agreement.

(2) If, at any time after commencement of operation of the Facility, the Owner or Lessee voluntarily ceases to produce a product or service at the Facility or to otherwise operate the Facility for a continuous period of one (1) year or, with respect to Extraordinary Impact Projects in which the Agreement so provides, eighteen (18) months;

(2) If the Owner or Lessee allows its ad valorem taxes owed to the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest;

(3) If the Owner or Lessee relocates the Job creating activity outside the reinvestment zone;

(4) Upon the Owner's or Lessee's breach of the Agreement;

(5) As the County and the Owner and/or Lessee may otherwise agree in the Agreement; or

(6) In the case of an Abatement for an eligible educational Facility, the educational institution named in the Agreement terminates the lease on the property or otherwise ceases to use and occupy the property for educational purposes, and the property Owner fails to secure a new tenant that qualifies the Facility for continued Abatement under these Guidelines and Criteria within one hundred twenty (120) days of the expiration or other cessation of the use of the property for educational purposes.

B. Should the County determine that a party is in default according to the terms and conditions of the Agreement, the County will notify the party in writing at the address stated in the Agreement, and if such default is not cured within the applicable Cure Period (as defined below), then the Agreement may be terminated by the County pursuant to an Order adopted by the Commissioners Court as set forth in C below. The Cure Period is thirty (30) days from the date of the notice, or if so provided in the Agreement with respect to any Extraordinary Impact Project sixty (60) days and, if further provided in the Agreement, ninety (90) days with respect to a default caused by a force majeure event as such event is defined in the Agreement.

C. The County by an Order adopted by the Commissioners Court will have the right to terminate the Agreement and shall recapture all or a part of the abated taxes based on the following schedule and formula:

RECAPTURE SCHEDULE

YEAR OF TAX ABATEMENT PERIOD IN WHICH RECAPTURE EVENT OCCURS	*COUNTY WILL RECAPTURE FOLLOWING PERCENTAGE OF TOTAL TAXES PREVIOUSLY ABATED:*
1-5	100%
6	85%
7	75%
8	65%
9	55%
10	45%

FORMULA: The Recapture Formula Will Be:

Total Taxes Abated	**X**	Applicable Percentage from above schedule	=	Amount to be Recaptured

D. A Lessee or Owner who is a party to an Agreement that has been terminated or pursuant to which abated taxes have been ordered to be recaptured may appeal the Commissioners Court decision recapturing or terminating the Agreement. In order to make an appeal, the party to the Agreement must submit, within thirty (30) days of the Order by Commissioners Court recapturing or terminating the Agreement, a written notice to the County and to any other party to the Agreement specifying the grounds on which the party will be appealing the decision and requesting that the matter of the appeal be placed on the Commissioners Court agenda for the next Commissioners Court meeting occurring not less than three days following receipt by the County of the written request. The party appealing the decision may appear at the Commissioners Court meeting to discuss the appeal.

IX. Administration

A. Access to Facility. Each Agreement will stipulate that employees and/or designated representatives of the County will have access to the Facility during the term of the Agreement to inspect the Facility to determine if the terms and conditions of the Agreement are being met. The County may execute a contract with any other jurisdiction(s) to conduct such inspections of the Facility. All inspections will be conducted in a manner as to not unreasonably interfere with the construction and/or operation of the Facility; provided, however that the County may conduct "spot" inspections requiring no advance notification (unless appropriate personnel are usually not onsite at the Facility to allow safe access to the Facility and due to safety concerns escorts are needed for County personnel, in which event the Agreement shall provide for notice and for the Owner and/or Lessee to provide escorts on a timely basis). 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 and Lessees of Facilities for which Abatement is granted will annually certify to taxing authorities that they are in compliance with the terms of the Agreement. In addition, such 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, Owners and/or Lessees, as applicable, will provide taxing authorities with a final report

(i) describing all property for which Abatement is granted, (ii) providing documentation of the final Capital Cost and (iii) certifying 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. Taxing authorities will periodically evaluate each Facility receiving Abatement to ensure compliance with the Agreement and report possible violations of the Agreement. Taxing authorities will have the right to audit the books and records related to the eligible property and supporting the eligible property reports.

C. Transfer or Assignment. An Agreement for Abatement may be transferred or assigned by the original Applicant to a new Owner/Lessor or Lessee of the same Facility only upon the approval of the Commissioners Court, which will not grant such approval without (i) sufficient proof of the financial capacity of the transferee or assignee and (ii) all conditions and obligations in the Agreement being guaranteed by the execution of a new Agreement with the County. No assignment or transfer will be approved if any party to the existing Agreement or any proposed new party is (i) liable to any jurisdiction in the County for outstanding taxes or other obligations or (ii) delinquent in the payment of ad valorem taxes to any taxing unit located in the County. Approval of a transfer or assignment will not be unreasonably withheld. In addition, the Agreement for Abatement for an Extraordinary Impact Project may allow for collateral assignment in connection with the financing of the Project without obtaining such approval; provided the assignee is not delinquent on any taxes to the County and the Owner, Lessor or Lessee, as applicable, provides written notice to the County within thirty (30) days.

X. Tax Abatement by Other Taxing Units

A. Other Taxing Entities. Section 312.206(a) of the Tax Code allows the County, when a municipality has entered into an Agreement with an Owner and/or a Lessee, to enter into an Agreement with the same Owner and/or Lessee under different terms and conditions than those contained in the municipality's Agreement with the Owner and/or Lessee. When an Application for Abatement is originated with a taxing entity other than the County, the taxing entity desiring the County to provide Abatement to the same Applicant will cause the Applicant to file an Application requesting Abatement with the County and such Application will include the information requested by the County for Abatements originating with the County and shall also include a copy of the Agreement between the Applicant and the municipality or other taxing entity and such other documentation as may be requested by the County. Such Abatements will be considered in accordance with the provisions of these Guidelines and Criteria.

B. No obligation. The acceptance of an Application for Abatement will not be deemed as an obligation whatsoever of the County to grant any Abatement of taxes. Nothing in these Guidelines and Criteria or in any prior Abatement action by the County will obligate the County to provide Abatement to party.

C. Taxing Unit With Tax Rate Set by Commissioners Court. Pursuant to Section 312.004 of the Tax Code, in the event the Commissioners Court enters into an Agreement for the County, it may also enter into an Agreement applicable to the same property on behalf of

a taxing unit other than the County if by statute the ad valorem tax rate of the other taxing unit is approved by the Commissioners Court or the Commissioners Court is expressly required by statute to levy the ad valorem taxes of the other taxing unit. The Agreement entered into on behalf of the other taxing unit is not required to contain the same terms as the Agreement entered into on behalf of the County.

XI. Sunset Provision

These Guidelines and Criteria are effective upon the date of their adoption and will remain in force for two years unless amended by three-quarters vote of the Commissioners Court, at which time all reinvestment zones and 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.

XII. 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.

EXHIBIT

FORM OF TAX ABATEMENT APPLICATION

HIDALGO COUNTY
APPLICATION FOR ECONOMIC INCENTIVE

I. APPLICANT INFORMATION

Applicant Name: _____ Date of Application: _____

Company/Project Name: _____

Mailing Address: _____ Office Phone: _____

_____ Mobile Phone: _____

E-Mail Address: _____ Fax Number: _____

Type of Entity: [ ] Corporation [ ] Partnership [ ] Proprietorship

[ ] Limited Liability Company [ ] Other (Specify)_____

State of Organization: _____

Applicant's Representative for contact regarding abatement request:

Name and Title: _____

Mailing Address: _____ Office Phone: _____

_____ Mobile Phone: _____

E-Mail Address: _____ Fax Number: _____

Property Owner Information **(if applicant is not the owner of the property):**

Property Owner: _____

Mailing Address: _____ Office Phone: _____

_____ Mobile Phone: _____

E-Mail Address: _____ Fax Number: _____

Type of Entity: [ ] Corporation [ ] Partnership [ ] Proprietorship

[ ] Limited Liability Company [ ] Other (Specify)_____

State of Organization: _____

Is there a lessee agreement between the owner and the applicant? [ ]Yes [ ]No

If yes, what is the agreement termination date? _____

II. TYPE OF INCENTIVE

___ Tax Abatement ___ 381 Agreement

III. PROPERTY AND PROJECT DESCRIPTION

Property Account Number(s): _____

Address and legal description of property to be considered for Tax Abatement

_____

_____

Project Description: _____

_____

_____

III. PROPERTY AND PROJECT DESCRIPTION (CON'T)

Description of activities, products, or services produced and/or provided at project location:

Specify whether any portion of the property is within an established reinvestment zone or enterprise zone.

State the location of the reinvestment or enterprise zone.

Current Assessed Value:

Real Property $ Personal Property $

Estimated start date of construction/site improvements:

Projected date of occupancy/commencement of operations at project site:

Location of applicant's existing facilities:

Requested level of Tax Abatement: % of eligible property for years.

Explain why tax abatement is necessary for the success of this project. Include business pro-formas or other information to substantiate your request.

Is any tax currently being abated with respect to any portion of the property? [ ] Yes [ ] No

If yes, state the date the tax abatement was received.

Has tax abatement been granted by any other taxing entity? [ ]Yes [ ]No

If yes, what taxing entity is granting the tax abatement?

Will a tax abatement be requested for the project from any other taxing entities? [ ] Yes [ ] No

If yes, list the entities:

IV. PROJECTED VALUE OF PROPOSED IMPROVEMENTS

Estimated Value of Proposed Real Property Improvements $

Estimated Value of Proposed Personal Property Improvements $

Detail any direct benefits to Hidalgo County as a result of this project(I.e.,inventory tax,etc.)

V. PROJECTED NUMBER OF FULL-TIME JOBS CREATED

Current Company/Project Location Employment

Current Number of Employees: Full-Time Part-Time

Number of employees transferring from other company locations:

New Employment of Hidalgo County Residents

Are the employees direct hire or are they contracted by a third party employment agency?

[ ] Direct Hire [ ] Third Party Employment Agency [ ] Both

Projected number of new full-time jobs created as a result of the proposed improvements.

Provide types of jobs created and average salary levels.

VI. ADDITIONAL INFORMATION (to be attached)

Attach additional criteria for abatement as required by the Hidalgo County Guidelines and Criteria Section IV.

_____ 1 Letter addressing section III (H) of the Hidalgo County Guidelines and Criteria.

_____ 2 Descriptive list of the improvements for which abatement is requested.List will include the class life of the improvements based on the Internal Revenue Service Code (Section 168) Modified Accelerated Cost Recovery System.

_____ 3 Description of methods of financing all estimated costs and the time when related costs or monetary obligations are to be incurred.

_____ 4 A five year history of financial statements and statements of revenue, expenses, net income and cash flow for the last five years of the project which has been audited, reviewed, or compiled by a Certified Public Accountant.

_____ 5 Plat/Map of Project Location with details as required by Section IV. (4).

_____ 6 Project time schedule for undertaking and completing the planned improvements.

_____ 7 Tax certificate verifying that no taxes are past due on property.

_____ 8 Correct legal description of the real property.

_____ 9 A copy of the underlying lease if applicant is a lessee of the facility.

_____ 10 Include a current copy of the Reinvestment Zone Map and identify the property location within the map.

_____ 11 Schedule showing the start date of annual payroll of new permanent positions, if applicable.

_____ 12 Provide copies of the immediately preceding quarterly reports filed with the Texas Workforce Commission, documenting the current number of permanent full-time employees.

_____ 13 Include a good standing certificate from the State of Texas, or the state where your company is organized.

_____ 14 Include any existing tax abatement agreements with respect to any property in Hidalgo County,

_____ 15 Include a check made payable to "Hidalgo County Treasurer" in the amount of $1,000.

Applicant understands and, by submitting an application agrees, that such fee is to partially offset the County's expenses in reviewing the Applicant's application and shall not be refunded in the event the application is withdrawn by Applicant or denied by the County.

In order to expedite the application process, all information listed above must be attached herein.

I certify the information contained in this application (including all attachments) to be true and correct to the best of my knowledge. I further certify that I have read the "Guidelines and Criteria for granting tax abatements in Hidalgo County, Texas" and agree to comply with the guidelines and criteria stated therein. I further understand Hidalgo County may request additional information as deemed necessary to determine eligibility.

_____ Signature

_____ Title

_____ Printed Name

_____ Date

ORDER ADOPTING AMENDMENT TO GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN HIDALGO COUNTY, TEXAS

WHEREAS, the Commissioners Court of Hidalgo County, Texas, adopted Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, effective December 22, 2014, (the "Guidelines") to allow Hidalgo County, on a case-by-case basis, to give consideration to providing tax abatement as a stimulation for economic development in Hidalgo County pursuant to chapter 312 of the Texas Tax Code (the "Property Redevelopment and Tax Abatement Act").

WHEREAS, the Commissioners Court of Hidalgo County desires to amend the Guidelines in order to better provide for the stimulation of economic development in Hidalgo County.

WHEREAS, pursuant to the Property Redevelopment and Tax Abatement Act, amending the Guidelines requires a vote of three-fourths of the governing body of Hidalgo County.

WHEREAS, the Commissioners Court of Hidalgo County voted to amend the Guidelines on December 15, 2015, but at the time the vote was taken less than three-quarters of the Commissioners Court was present at the meeting, and the Guidelines were therefore not amended.

NOW, THEREFORE IT IS HEREBY ORDERED that the Commissioners Court of Hidalgo County, Texas, hereby adopts the Amendment to Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, attached as Exhibit A.

PASSED, APPROVED, ADOPTED AND ORDERED this the 5th day of January, 2016, by the Commissioners Court of Hidalgo County, Texas.

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS OF THE HIDALGO COUNTY COMMISSIONERS COURT

_____
RAMON GARCIA
County Judge

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

_____
EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct.3

_____
JOSEPH PALACIOS
County Commissioner, Pct. 4

Attested to:

APPROVED AS TO FORM:

ATLAS AND HALL, L.L.P.

By: _____
STEPHEN L. CRAIN

_____
ARTURO GUAJARDO, JR.
County Clerk

EXHIBIT A

AMENDMENT EFFECTIVE JANUARY 5, 2016 TO

DECEMBER 22, 2014
GUIDELINES AND CRITERIA FOR
GRANTING TAX ABATEMENTS
IN HIDALGO COUNTY, TEXAS

I. Expansion of Projects onto Additional Property. In order to allow for the expansion of Projects for which tax abatement agreements are already in effect, the following changes are made to the Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, effective December 22, 2014 (the "Guidelines and Criteria"):

1. The following new definition is added to Section II of the Guidelines and Criteria as new definitions "L" and "GG", and all subsequent definitions are renumbered according:

   L. "Existing Project" means any Project for which there is an Agreement in existence between the County and an Owner and/or a Lessee with respect to which the Tax Abatement Period has not expired.

   GG. "Supplemental Project" means any Project that is an expansion of an Existing Project onto additional Property. Supplemental Projects must qualify as a Project without taking into account the related Existing Project, but may have different terms as set forth in Section III.G.(1) below.

2. Section III.G.(1)(a) is amended to read in its entirety as follows:

   (a) General. Except with respect to Extraordinary Impact Projects in which subsection III.G.(1)(b) below applies and Supplemental Projects, the percent of value to be abated will be determined by the greater percentage for which the Project qualifies as set forth below based on the Capital Cost expended by the Owner and/or Lessee, as the case may be, in the Project or the number of Jobs created:

Percent of Increase in Property Value to be Abated	**Capital Cost of the Project**	**Number of Jobs Created**
0%	Less than $1,500,001	0 – 25
25%	$1,500,001 up to and including $5,000,000	26 – 50
50%	Over $5,000,000 up to and including $10,000,000	51 – 100
80%	Over $10,000,000	101 or more

3. Section III.G.(1) is amended by adding the following new provision c immediately before Section III.G.(2):

(c) Supplemental Projects. With respect to Supplemental Projects, the percent of value to be abated will be determined by the County and shall not exceed the greater percentage for which the Supplemental Project qualifies as set forth below based on the Capital Cost expended by the Owner and/or Lessee, as the case may be, in the Supplemental Project or the number of Jobs created:

Maximum Percent of Increase in Property Value to be Abated	**Capital Cost of the Project***	**Number of Jobs Created***
0%	Less than $1,500,001	0 – 25
25%	$1,500,001 up to and including $5,000,000	26 – 50
50%	Over $5,000,000 up to and including $10,000,000	51 – 100
80%	Over $10,000,000	101 or more

*In the event of any irreconcilable dispute between the parties as to the allocation of Jobs and Capital Cost between an Existing Project and the related Supplemental Project, the County will make the final determination as to such allocation.

II. Except as expressly amended hereby, the Guidelines and Criteria are hereby ratified and confirmed. The full text of the Guidelines and Criteria, with these amendments incorporated, is attached below.

ATTACHMENT TO AMENDMENT EFFECTIVE JANUARY 5, 2016 TO HIDALGO COUNTY TAX ABATEMENT GUIDELINES AND CRITERIA

FULL TEXT OF DECEMBER 22, 2014 GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN HIDALGO COUNTY, TEXAS AS AMENDED JANUARY 5, 2016

GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN HIDALGO COUNTY, TEXAS

Effective December 22, 2014
As Amended January 5, 2016

I. General Purpose and Objectives

The County is committed to the promotion of high quality development in all parts of the County and to an ongoing improvement in the quality of life for its citizens. Certain types of investment result in the creation of new jobs, new income and provide for positive economic growth which is beneficial to the County as a whole. The County will, on a case-by-case basis, give consideration to providing tax abatement as a stimulation for economic development in the County. 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 County is not obligated to grant tax abatement to any applicant and nothing herein will imply or suggest that the County is under any obligation to provide tax abatement to any applicant or with respect to any project. All applicants will be considered on a case-by-case basis, and the decision to approve or deny tax abatement to any particular applicant will be at the discretion of the Commissioners Court of the County. As provided in section 312.002(d) of the Texas Tax Code, adoption of these guidelines and criteria does not (1) limit the discretion of the Commissioners Court to decide whether to enter into a specific tax abatement 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 tax abatement 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 tax abatement. Tax abatement agreements are made with the owners or lessees of real property to exempt from taxation a portion of the value of the real property or of tangible personal property, or both. The duration of an agreement may be for a period of time determined appropriate by the Commissioners Court of the County, based on the productive life of the improvements and consistent with the provisions of these Guidelines and Criteria, but, in accordance with state law, in no case will the term of the tax abatement extend for more than ten (10) years. Special terms and conditions may be set in the agreement governing each specific tax abatement.

II. Definitions

A."Abatement" means the full or partial exemption from ad valorem taxes of eligible properties in a reinvestment zone designated as such for economic development purposes.

B."Agreement" means a contractual agreement for the purpose of Abatement during a Tax Abatement Period between (i) an Owner and/or a Lessee of eligible property and (ii) a taxing authority.

C."Applicant" means the Owner and/or Lessee who submits an Application to the County in accordance with these Guidelines and Criteria.

D."Application" means the written application and all related materials submitted to the County by the Applicant to request an Abatement hereunder.

E. "Base Year Value" means the taxable value of the Applicant's real and Personal Property of a type eligible for Abatement (which excludes inventory and supplies) located in a designated reinvestment zone on January 1 of the year of the execution of the Agreement.

F. "Capital Cost" means the amount expended by the Owner or Lessee, as the case may be, on or after the date of the applicable Agreement on eligible Improvements to Real Property or acquisition of eligible Personal Property needed to commence a Project or operations. Capital Cost expressly excludes amounts expended by the County or other governmental entities and any amounts expended with respect to ineligible property.

G."Commissioners Court" means the elected governing body of the County.

H. "County" means the County of Hidalgo, a political subdivision of the State of Texas.

I. "Economic Life" means the number of years a property qualifies for depreciation under the Internal Revenue Service Code (Section 168) Modified Accelerated Cost Recovery System, which may be extended in the discretion of the County, upon evidence presented by the Applicant as to the expected Productive Life of the property.

J. "Eligible Education Facility" means new, expanded or modernized buildings and structures, including fixed machinery and equipment, which, when constructed or completed, will be leased to a public school district, community college district, or state-supported institution of higher education, for the entire term of the proposed Abatement, and which will contribute to the economic development of the County.

K."Eligible Facility" means a new, expanded or modernized building, structure or related buildings and structures, including fixed machinery and equipment, which is reasonably likely as a result of granting Abatement to contribute to the retention or expansion of Primary Employment or to attract major investment in the reinvestment zone that would be a benefit to the property and that would contribute to the economic development of the County, but does not include a Facility, other than a utility, which is intended primarily to provide goods or services to residents or existing businesses located in the County such as, but not limited to, a restaurant or a retail sales establishment.

L."Existing Project" means any Project for which there is an Agreement in existence between the County and an Owner and/or a Lessee with respect to which the Tax Abatement Period has not expired

M."Expansion" means the addition of buildings, structures, fixed machinery, and/or equipment for the purpose of increasing production capacity or revenues.

N."Extraordinary Impact" means a Project where the Capital Cost is at least equal to $25,000,000.00 or which creates at least 500 Jobs.

O."Facility" means property Improvements, including eligible Personal Property, completed or in the process of construction which together comprise an integral whole.

P."Guidelines and Criteria" mean these guidelines and criteria for granting Abatement in the County.

Q."Improvement" means a building, structure, fixture, or fence erected on or affixed to land, or a transportable structure designed to be occupied for residential or business purposes, whether or not it is affixed to land, if the owner of the structure owns or leases the land on which it is located, unless the structure is unoccupied and held for sale or normally is located at a particular place only temporarily.

R. "Initial Period" has the meaning set forth in Section III(G)(1)b below.

S."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, does not qualify as a "Job" for purposes of these Guidelines and Criteria.

T. "Lessee" means the tenant who is occupying and operating or will occupy and operate an Eligible Facility under a legally binding lease agreement with a Lessor. A lessee of Real Property on which the Eligible Facility exists or is constructed may also own the Facility.

U."Lessor" means the owner of an Eligible Facility or of the Real Property on which an Eligible Facility is located that has a binding lease with a Lessee who will occupy and operate the Facility.

V."Modernization" means the replacement and upgrading of existing Facilities which increase the productive input or output, updates the technology, or substantially lowers the unit costs of operation, and extends the economic life of the Facility. Modernization may result from the construction, alteration, or installation of buildings, structures, fixed machinery, or equipment. It will not be for the purpose of renovation, reconditioning, refurbishing, repairing, or completion of deferred maintenance, except in reinvestment zones established based on conditions of economic impairment.

W."New Facility" means a Facility on Real Property previously undeveloped, which is placed into service by means other than Expansion or Modernization.

X. "Newly Created Value" means the difference between the Taxable Property Value in the base year and the Taxable Property Value at the time the value is being newly calculated.

Y. "Owner" means the owner of Real Property on which an Eligible Facility is or will be located, who may also be the Lessor. Where the context requires, "Owner" means the owner of the Eligible Facility, who is the lessee of Real Property on which the Eligible Facility is or will be located; provided that a specific definition or other provision to the contrary in an Agreement controls over this sentence.

Z. "Personal Property" means property that is not Real Property, and consists of intangible and tangible personal property. Intangible Personal Property 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.

AA. "Primary Employment" means retention or creation of new Jobs for residents of the County as a result of new, expanded or modernized building Projects.

BB."Prior Application" has the meaning set forth in Section IV(A)(12)(a)(i) below.

CC. "Productive Life" means the number of years a property Improvements is expected to be in service in a Facility.

DD. "Project" means the proposed planned undertaking consisting of New Facilities and/or Modernization of Existing Facilities for which Abatement is requested.

EE."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.

FF."Reinvestment Zone" is (i) an area designated as such for the purpose of Abatement as authorized by the Property Redevelopment and Tax Abatement Act, Sections 312.401 or 312.201 of the Texas Tax Code or (ii) an area designated as an enterprise zone under

Chapter 2303 of the Texas Government Code as authorized by the Property Redevelopment and Tax Abatement Act, Section 312.4011 of the Texas Tax Code.

GG. "Supplemental Project" means any Project that is an expansion of an Existing Project onto additional Property. Supplemental Projects must qualify as a Project without taking into account the related Existing Project, but may have different terms as set forth in Section III.G.(1) below.

HH. "Tax Abatement Period" means the period not exceeding ten years commencing on the January 1st occurring after execution of the Agreement or such later January 1st in accordance with these Guidelines and Criteria as is specified in the Agreement.

II. "Taxable Property Value" means the value of the Property being valued as determined by deducting from the assessed value of such Property, as recorded by the Hidalgo County Appraisal District, the amount of any applicable exemption as defined by the Texas Property Tax Code.

III. Abatement Authorized

A. Eligible Facilities. Abatement may be granted for New Facilities and for Expansion or Modernization of Existing Facilities. The Economic Life of a Facility and/or eligible property must exceed the duration of the Abatement.

B. Eligible Property. Abatement may be applied to both Real and Personal Property used at an Eligible Facility for business purposes, excluding all ineligible property.

C. Ineligible Property. The following types of property will be fully taxable and ineligible for Abatement: (i) land, (ii) inventory, supplies, tools, furnishings and other forms of moveable Personal Property, (iii) housing, (iv) deferred maintenance, and (v) property to be rented or leased except as provided in subsection E. of this Section III. No reference to property (real or personal) herein shall be deemed to incorporate any ineligible property into any calculation of investment or Abatement.

D. New Value. Abatement may only be granted for the Newly Created Value of eligible property Improvements made subsequent to and specified in an agreement between the County and the Owner and/or Lessee, subject to such limitations as the County may impose.

E. Leased Facilities. If a leased Facility is granted Abatement, the agreement will be executed by the Lessee and, if required by the County, by the Lessor. If the County requires both Lessee and Lessor to be parties to the agreement, the agreement will not be in effect unless both Lessee and Lessor execute the agreement.

F. Eligibility Criteria. In order to be considered for Abatement, eligible Facilities must be located in a reinvestment zone and result in a minimum added value of $1,500,001 in real and business Personal Property or the creation of at least 26 full-time Jobs.

G. Criteria and Value of Abatement. Abatement may be granted for eligible Facilities on all or a portion of the Newly Created Value of eligible property according to the following:

(1) An Owner and/or Lessee, as the case may be, of Real Property where an Eligible Facility is located prior to the inception of the Project subject to an agreement or on which an Eligible Facility will be constructed as part of the Project, must agree to expend a designated sum of money as the Capital Cost of the Project and/or provide a certain number of Jobs in order to qualify for an Abatement and must expend at least the sum agreed to as the Capital Cost of the Project and provide at least the agreed number of Jobs in accordance with the agreement in order to receive such Abatement.

(a) General. Except with respect to Extraordinary Impact Projects in which subsection III.G.(1)(b) below applies and Supplemental Projects, the percent of value to be abated will be determined by the greater percentage for which the Project qualifies as set forth below based on the Capital Cost expended by the Owner and/or Lessee, as the case may be, in the Project or the number of Jobs created:

Percent of Increase in Property Value to be Abated	**Capital Cost of the Project**	**Number of Jobs Created**
0%	Less than $1,500,001	0 – 25
25%	$1,500,001 up to and including $5,000,000	26 – 50
50%	Over $5,000,000 up to and including $10,000,000	51 – 100
80%	Over $10,000,000	101 or more

(b) Extraordinary Impact Projects. The Owner and/or Lessee may, in lieu of the schedule set forth in subsection (a) above, opt for the following provisions if the Capital Cost is at least equal to $25,000,000.00 or the Project creates at least 500 Jobs:

Percent of Increase in Property Value to be Abated	During Year of Tax Abatement Period
100%	Initial Period
90%	First Year after Initial Period
80%	Second Year after Initial Period
70%	Third Year after Initial Period
60%	Fourth Year after Initial Period
50%	Fifth Year after Initial Period
40%	Sixth and subsequent Years after Initial Period

The "Initial Period" is the first one to four years of the Tax Abatement Period, determined as follows: the Initial Period commences on the January 1 following execution of the Agreement (or such later January 1 as may be agreed to in the Agreement, provided such January 1 is not more than 3 years after execution of the Agreement) and ends on the earlier of the fourth December 31 occurring after such January 1 and the December 31 occurring after substantial completion of construction of Improvements. Regardless of the length of the Initial Period, the Tax Abatement Period shall not exceed ten years. The Owner or Lessee (or both if both are parties to the Agreement) must make such election in the Agreement. In the event the parties have opted for this provision but it is later determined that the actual Capital Cost or Jobs do not qualify for this provision, the provisions of subsection (a) above will apply in lieu of the provisions of this subsection (b) and any taxes abated prior to the determination that this provision was inapplicable in excess of the amount that would have been abated pursuant to subsection (a) above shall be immediate recaptured and paid by Owner and/or Lessee.

(c) Supplemental Projects. With respect to Supplemental Projects, the percent of value to be abated will be determined by the County and shall not exceed the greater percentage for which the Supplemental Project qualifies as set forth below based on the Capital Cost expended by the Owner and/or Lessee, as the case may be, in the Supplemental Project or the number of Jobs created:

Maximum Percent of Increase in Property Value to be Abated	Capital Cost of the Project*	Number of Jobs Created*
0%	Less than $1,500,001	0 – 25
25%	$1,500,001 up to and including $5,000,000	26 – 50
50%	Over $5,000,000 up to and including $10,000,000	51 – 100
80%	Over $10,000,000	101 or more

*In the event of any irreconcilable dispute between the parties as to the allocation of Jobs and Capital Cost between an Existing Project and the related Supplemental Project, the County will make the final determination as to such allocation.

(2) Only the Newly Created Value will be eligible for Abatement. The applicable percentage set forth in subsection (G)(1) of this Section III (based on whether the Capital Cost of the Project or Job creation results in a higher percentage and whether, if applicable, the Extraordinary Impact provision was opted for in the Agreement) is applicable only to the Newly Created Value of Real Property at the Eligible Facility and of Personal Property owned by the Owner or the Lessee at the Eligible Facility as determined by the Hidalgo County Appraisal District and these Guidelines and Criteria.

(3) The length of the Tax Abatement Period shall not exceed ten (10) years. The Tax Abatement Period shall start on a January 1 not later than the later of (i) the third January 1 occurring after the successful completion of the development, redevelopment or Improvements of the Project as specified in the Agreement or (ii) the fourth January 1 occurring after execution of the Agreement. The Abatement of the Real and Personal Property during the Tax Abatement Period shall only be received to the extent its Taxable Property Value for that year exceeds its Taxable Property Value for the year in which the Agreement is executed, such that only Newly Created Value will be abated.

(4) As an additional incentive to create and sustain Jobs, any Abatement based upon Job creation will be subject to increases or decreases in subsequent tax years based on the level of Jobs added or lost. For example, a Project that initially creates thirty (30) Jobs is eligible for a 25% Abatement. In the second year of the Tax Abatement Period, if twenty-one (21) additional Jobs are added, the Abatement will then increase to 50% (although such increased Abatement shall not apply retroactively), and so on as Jobs are created during the Tax Abatement Period. Conversely, if Jobs are reduced, the percent of Abatement will also be reduced.

(5) With respect to any Abatement based upon Capital Cost, the percent of value to be abated may qualify for increases in subsequent tax years based upon additional capital Improvements. For example, a Project that initially has a Capital Cost of $2,500,000.00, is eligible for 25% Abatement. In the second year of the Tax Abatement Period, if additional qualifying capital Improvements are made in the total amount of $3,000,000, the Abatement may then increase to 50% upon Commissioners' Court approval (although such increased Abatement shall not apply retroactively).

(6) Improvements, Expansions or Modernizations must not be expected to solely or primarily have the effect of transferring employment from one part of the County to another part of the County.

(7) The Project must be expected to prevent the loss of payroll or retain, increase or create payroll on a permanent basis in the County

H. Standards of Tax Abatement. The following factors, among others, will be considered in determining whether to grant Abatement and, if so, the percentage of value to be abated and duration of Abatement.

(1) value of land and existing Improvements, if any;

(2) type and value of proposed Improvements;

(3) Productive Life of proposed Improvements;

(4) number of existing Jobs to be retained by proposed Improvements;

(5) number and type of new Jobs to be created by proposed Improvements;

(6) whether the new Jobs to be created will be filled by persons residing within the County;

(7) amount property tax base valuation will be increased during term of Abatement, which will include a definitive commitment that (i) such increase in valuation will not in any case be less than $1,500,001, or (ii) no less than 26 Jobs will be created;

(8) the costs to be incurred by the County to provide facilities or services directly resulting from the new Improvements;

(9) the amount of ad valorem taxes to be paid to the County during the Tax Abatement Period considering (a) the existing values, (b) the percentage of new value abated, (c) the Tax Abatement Period, and (d) the value after expiration of the Tax Abatement Period;

(10) the types and values of public improvements, if any, to be made by the Applicant seeking Abatement;

(11) whether the proposed Improvements compete with existing businesses to the detriment of the local economy;

(12) the impact on the business opportunities of existing businesses;

(13) the attraction of new businesses to the area;

(14) whether the Project is environmentally compatible with no adverse impact on quality of life, including whether the Project or portions thereof will meet U.S. Green Building Council Leadership in Energy and Environmental Design Program (LEED) Standards/Certification; and

(15) whether the Real Property is in an improvement project financed by tax increment bonds.

Each Eligible Facility will be reviewed on its merits utilizing the factors provided above. After such review, Abatement may be entirely denied or may be granted to the extent deemed appropriate after full evaluation.

I. In addition to other Abatements authorized hereunder, Abatement may be granted for an Eligible Education Facility as provided in this subsection I. The provisions of subsections III. G.(1), G.(2) (excluding the first sentence), G.(4), G.(5), and H.(7), of these Guidelines and Criteria will not apply to Abatements for Eligible Education Facilities. The term of the Abatement for an Eligible Education Facility will be established by the Commissioners Court at the time the Abatement is granted, but in no event will exceed the maximum term permitted under the Texas Tax Code.

IV. Procedural Guidelines

A. Preliminary Application Steps: Any person, organization, corporation or other entity meeting the Abatement guidelines may request Abatement by contacting the County Judge's Office Economic Development Division and filing a written Application with the County in conformance with the following procedural guidelines. Consideration will be given to written requests from Applicants for the confidentiality of proprietary information, consistent with state law, including without limitation Section 312.003 of the Texas Tax Code and Section 552 of the Texas Government Code.

(1) An Application form approved by the County and in the form attached to these Guidelines and Criteria must be completed and submitted to the appropriate office or any other office or official designated by the

County, with all of the information and documents specified therein and herein, prior to commencement of construction, alterations, or installation of Improvements related to a proposed Modernization, Expansion or new Facility by the Applicant. Commencement of construction is considered to have taken place when any one of the following has occurred:

(a) If more than ninety days has passed since an Abatement Agreement with the municipality has been executed (if applicable);

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

(c) If the Project's site has been cleared and prepared for development;

(d) If construction (including renovations or tenant finish-out) has begun;

(e) If site specific infrastructure has begun to be installed; or

(f) If equipment, inventory, or employees have been relocated to the new site.

A complete Application, with all of the information and documentation specified therein and herein, must be submitted to the appropriate office or any other office or official designated by the County 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.

(2) The Application will require such financial and other information as may be deemed appropriate for evaluating the financial capacity of the Applicant. This may include an economic feasibility study including a detailed list of estimated Improvements costs, a description of the methods of financing all estimated costs and the time when related costs or monetary obligations are to be incurred, and historical financial statements and statements of revenues, expenses, net income and cash flow for the first five years of the Project, which have been audited, reviewed or compiled by a certified public accountant.

(3) Applicant will prepare a descriptive list of the eligible Improvements for which Abatement is requested. This will include the class life of the Improvements based on the Internal Revenue Service Code (Section 168) Modified Accelerated Cost Recovery System and, if applicable,

any documentation supporting a longer Economic Life of such Improvements.

(4) Applicant will prepare a plat or map showing the precise location of the property, location of proposed Improvements, all roadways within five hundred feet (500') of the site, and all existing land uses and zoning within five hundred feet (500') of the site. The correct legal description of the Real Property must be provided.

(5) Applicant will address all criteria outlined in Section III.H. of these Guidelines and Criteria in letter format. In the case of a Modernization or Eligible Facility, Applicant will also include a statement of the Facility's current property value, stated separately for Real and Personal Property.

(6) Applicant will prepare a time schedule for undertaking and completing the planned Improvements.

(7) Applicant will provide a tax certificate verifying that no taxes are past due on Applicant's (and, if Applicant is not the Owner of the Real Property or Facility, the Owner's) property located within the proposed reinvestment zone; provided, however, that with respect to Extraordinary Impact Projects where Applicant is not the Owner of the Real Property on which the Facility is or will be located, Commissioners Court may opt to limit the Real Property for which such certificates are required if deemed appropriate under the circumstances.

(8) Applicant will provide a copy of the underlying lease if Applicant is a Lessee of the Facility.

(9) Applicant will provide a copy of the contract between the Applicant and any employment agency acting as the employer of the employees of eligible Jobs pursuant to such contract.

(10) Applicant will provide copies of the immediately preceding quarterly reports filled with the Texas Workforce Commission, documenting the current number of permanent full time employees.

(11) Applicant will provide a current copy of any Enterprise Zone Map identifying the property location.

(12) Applicant shall pay to the County a non-refundable application fee of $1,000 at the time of submission of the Application unless

(a) the Applicant meets all of the following criteria:

(i) during the twelve months immediately preceding the submission of the Application, the Applicant submitted an

Application for an Abatement to the County (the "Prior Application");

(ii) during such twelve month period, the Applicant paid the $1,000 fee to the County with respect to the Prior Application;

(iii) neither the Applicant nor any other party has received or will receive any Abatement with respect to such Prior Application; and

(iv) the Commissioners Court deems such new Application to be substantially similar to the Prior Application; or

(b) the total Abatement that the Applicant is requesting is less than and capped at (i) $1,000 per year and/or (ii) $10,000 in the aggregate over the life of the Abatement.

Applicant understands and, by submitting an Application agrees, that such fee is to partially offset the County's expenses in reviewing the Applicant's Application and shall not be refunded in the event the Application is withdrawn by Applicant or denied by the County. Applicant will submit along with the Application a copy of the receipt issued from the Hidalgo County Treasurer evidencing payment of the application fee.

B. Application Review Steps: Upon receipt of a completed Application, the County will distribute copies of the Application to the appropriate County departments for internal review and comments. The County may request additional information as needed to determine Applicant's eligibility for Abatement according to Sections III A., B. and F and to review the factors set forth in Section III.H.

C. Timing Provisions.

(1) Notwithstanding any provision to the contrary in Sections IV or V of these Guidelines and Criteria, to the extent allowable under applicable law, the Commissioners Court in its discretion may:

(i) allow additional time for compliance with the requirements in Sections IV and V of these Guidelines and Criteria with respect to any Applications received after October 1 of the calendar year and may consider, approve and enter into an Agreement during the calendar year in which the Application was received after October 1 if the Commissioners Court in its discretion determines the County had adequate time to review and consider the Application and the Agreement, and

(ii) consider and approve an Abatement and enter into an Agreement prior to receipt of all required information, provided that if such Abatement is granted the Agreement requires the Owner and/or Lessee, as the case may be, to comply with any such provisions within thirty days of the date of the Agreement and allows the County to terminate the Agreement in the event any conditions in the Agreement are not timely met.

(2) Provided commencement of construction as defined in Section IV.A.(1) above has not occurred prior to submission of the complete Application as set forth herein, the commencement of construction by (x) the taking of actions specified in Section IV.A.(1)(a-c) above by the Owner and/or Lessee or (y) the taking of any of the actions specified in Section IV.A.(1)(a-e) above by the Owner and/or Lessee after approval by the Commissioners Court of an Agreement but prior to execution of the Agreement shall not be a bar to the County subsequently executing the Agreement based on these Guidelines and Criteria and the terms approved by the Commissioners Court with the Owner and/or Lessee, as applicable; provided that (i) with respect to any such activity undertaken prior to Commissioners Court granting of an Abatement that the Abatement may not be granted at the discretion of the Commissioners Court and (ii) that the Applicant, Owner and/or Lessee, as the case may be, commence activity related to the Project at their own risk, and with respect to (y) above, in the event, prior to execution of the Agreement, any discrepancy or dispute over the terms of the Agreement arise that the Commissioners Court retains its discretion to not enter into such Agreement. For purposes of this subsection (2), a complete Application is an Application that, in the opinion of the County, meets all of the requirements of the Guidelines and Criteria excluding only any additional materials requested by the County but not expressly specified in the Guidelines and Criteria.

V. Consideration of Application and Adoption of Agreement

A. When the County considers an Abatement request, it will consider the feasibility and impact of the proposed Abatement by making an estimate of the economic effect of the Abatement of taxes and the benefit to the property to be covered by the Abatement and to the taxing authorities involved.

B. In accordance with Section 312.401(b) of the Texas Tax Code, the Commissioners Court may not designate an area as a reinvestment zone until it holds a public hearing on the designation and finds that the designation would contribute to the retention or expansion of Primary Employment or would attract major investment in the reinvestment zone that would be a benefit to the property to be included in the reinvestment zone and would contribute to the economic development of the County. At the hearing, interested

persons are entitled to speak and present evidence for or against the designation. Not later than the seventh day before the date of the hearing, the Commissioners Court will give notice of the hearing in accordance with Sections 312.401(b) and 312.201(d) of the Texas Tax Code. Pursuant to Section 312.4011, designation of an area as an enterprise zone under Chapter 2303, Texas Government Code, constitutes designation of the area as a reinvestment zone without further action by the County.

C. (1) The Commissioners Court may consider adoption of an Order approving the execution of an Agreement between the County and the Applicant governing the provision of the Abatement within the reinvestment zone only after the Applicant has forwarded all necessary information and documentation to the County. The County will notify the Applicant of approval or disapproval in writing as soon as such action has occurred. The County will not approve an Agreement if it finds that the request for the Abatement was filed after the commencement of construction, alterations, or installation of Improvements related to a proposed Modernization, Expansion or New Facility by the Applicant except as provided in subsection V.C.(2) below. Any Improvements performed by a taxing entity in anticipation of a Project will not be subject to this subsection C(1).

(2) The decision to provide any Abatement will be considered on a case by case basis, in accordance with these Guidelines and Criteria, and at the discretion of the Commissioners Court who, with respect to Applicants concerning Projects of Extraordinary Impact may waive Subsection IV(A)(1)(b) if reasonable proof is shown of why the waiver is needed and of the benefit to the County of granting the Abatement.

D. Not later than the seventh day before the date on which the County enters into an Agreement, the County will deliver, as provided by Section 312.2041 of the Tax Code, to the presiding officer of the governing body of each other taxing unit in which the property to be subject to the Agreement is located a written notice that the County intends to enter into the Agreement. The notice will include a copy of the proposed Agreement.

E. The governing bodies of the appropriate taxing authorities may consider ratification of and participation in the Agreement between the County and the Applicant.

F. After approval, the County will formally pass an Order and execute an Agreement with the Owner and/or Lessee of the Facility as required. Such Agreement prior to execution will be reviewed by legal counsel for the County and the Owner and/or Lessee, as applicable. Such Agreement shall be subject to the rights of holders of outstanding bonds of the County and shall be entered into by the County on the condition that the Owner and/or the Lessee, as applicable, makes specific Improvements or repairs to the property. Except as otherwise specified in these Guidelines and Criteria, the Abatement in each Agreement shall take effect on January 1 of the next tax year after the date the Improvements or repairs are substantially completed. Each Agreement must include the terms required under Section 312.205 or the Texas Tax Code and will address various issues, including, but not limited to, the following:

(1) General description of the Project;

(2) The percent of value to be abated each year;

(3) Estimated value of the Abatement including the Base Year Value;

(4) Duration of the Abatement, including the commencement date and the termination date;

(5) Legal description of the Real Property;

(6) Kind, number, location and timetable of planned Improvements;

(7) Specific terms and conditions to be met by Applicant;

(8) The proposed use of the Facility and nature of construction;

(9) A plat or map showing the precise location of the Real Property, including the location within the enterprise zone and Improvements and proposed Improvements on the Real Property;

(10) Contractual obligations in the event of default, violation of terms conditions, delinquent taxes, recapture, administration and assignment; and

(11) Size of investment and average number of new Jobs created.

VI. Denial of Abatement

A. All eligible Applications for Abatement will be considered on a case-by-case basis and except for the instances set forth in Section VI.B. herein, the decision to approve or deny Abatement will be made at the discretion of the Commissioners Court in accordance with these Guidelines and Criteria.

B. The Commissioners Court shall not authorize either a reinvestment zone or an Agreement if it is determined that:

(1) there would be an adverse impact on the provision of government service or tax base;

(2) the Applicant has insufficient financial capacity to complete the Project;

(3) planned or potential use of the property would constitute a hazard to public safety, health or morals;

(4) violation of other codes or laws exist;

(5) the property is in an improvement project financed by tax increment bonds; or

(6) there exists any other reason that is deemed appropriate by the Commissioners Court.

C. Nothing herein will imply or suggest that the County is under any obligations or duty to provide Abatement to any eligible Applicant, or that any Applicant has an entitlement to Abatement except as may be determined on a case-by-case basis by the Commissioners Court.

VII. Taxability

From the execution of the Agreement to the end of the Tax Abatement Period, taxes will be payable as follows:

(a) The value of ineligible property will be fully taxable;

(b) The Base Year Value of existing eligible property as determined each year will be fully taxable;

(c) The additional value of eligible property will be taxable in the manner and for the period provided for in the Agreement; and

(d) The additional value of eligible property will be fully taxable at the end of the Tax Abatement Period.

VIII. Recapture

A. The County will be entitled to terminate the Agreement and shall recapture all or part of the taxes abated, upon the occurrence of one or more of the following events:

(1) If the Owner or Lessee fails to commence operation of the Facility and the provision of the applicable product or service within the time provided in the Agreement.

(2) If, at any time after commencement of operation of the Facility, the Owner or Lessee voluntarily ceases to produce a product or service at the Facility or to otherwise operate the Facility for a continuous period of one (1) year or, with respect to Extraordinary Impact Projects in which the Agreement so provides, eighteen (18) months;

(2) If the Owner or Lessee allows its ad valorem taxes owed to the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest;

(3) If the Owner or Lessee relocates the Job creating activity outside the reinvestment zone;

(4) Upon the Owner's or Lessee's breach of the Agreement;

(5) As the County and the Owner and/or Lessee may otherwise agree in the Agreement; or

(6) In the case of an Abatement for an eligible educational Facility, the educational institution named in the Agreement terminates the lease on the property or otherwise ceases to use and occupy the property for educational purposes, and the property Owner fails to secure a new tenant that qualifies the Facility for continued Abatement under these Guidelines and Criteria within one hundred twenty (120) days of the expiration or other cessation of the use of the property for educational purposes.

B. Should the County determine that a party is in default according to the terms and conditions of the Agreement, the County will notify the party in writing at the address stated in the Agreement, and if such default is not cured within the applicable Cure Period (as defined below), then the Agreement may be terminated by the County pursuant to an Order adopted by the Commissioners Court as set forth in C below. The Cure Period is thirty (30) days from the date of the notice, or if so provided in the Agreement with respect to any Extraordinary Impact Project sixty (60) days and, if further provided in the Agreement, ninety (90) days with respect to a default caused by a force majeure event as such event is defined in the Agreement.

C. The County by an Order adopted by the Commissioners Court will have the right to terminate the Agreement and shall recapture all or a part of the abated taxes based on the following schedule and formula:

RECAPTURE SCHEDULE

YEAR OF TAX ABATEMENT PERIOD IN WHICH RECAPTURE EVENT OCCURS	*COUNTY WILL RECAPTURE FOLLOWING PERCENTAGE OF TOTAL TAXES PREVIOUSLY ABATED:*
1-5	100%
6	85%
7	75%
8	65%
9	55%
10	45%

FORMULA: The Recapture Formula Will Be:

Total Taxes Abated	X	Applicable Percentage from above schedule	=	Amount to be Recaptured

D. A Lessee or Owner who is a party to an Agreement that has been terminated or pursuant to which abated taxes have been ordered to be recaptured may appeal the Commissioners Court decision recapturing or terminating the Agreement. In order to make an appeal, the party to the Agreement must submit, within thirty (30) days of the Order by Commissioners Court recapturing or terminating the Agreement, a written notice to the County and to any other party to the Agreement specifying the grounds on which the party will be appealing the decision and requesting that the matter of the appeal be placed on the Commissioners Court agenda for the next Commissioners Court meeting occurring not less than three days following receipt by the County of the written request. The party appealing the decision may appear at the Commissioners Court meeting to discuss the appeal.

IX. Administration

A. Access to Facility. Each Agreement will stipulate that employees and/or designated representatives of the County will have access to the Facility during the term of the Agreement to inspect the Facility to determine if the terms and conditions of the Agreement are being met. The County may execute a contract with any other jurisdiction(s) to conduct such inspections of the Facility. All inspections will be conducted in a manner as to not unreasonably interfere with the construction and/or operation of the Facility; provided, however that the County may conduct "spot" inspections requiring no advance notification (unless appropriate personnel are usually not onsite at the Facility to allow safe access to the Facility and due to safety concerns escorts are needed for County personnel, in which event the Agreement shall provide for notice and for the Owner and/or Lessee to provide escorts on a timely basis). 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 and Lessees of Facilities for which Abatement is granted will annually certify to taxing authorities that they are in compliance with the terms of the Agreement. In addition, such 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, Owners and/or Lessees, as applicable, will provide taxing authorities with a final report

(i) describing all property for which Abatement is granted, (ii) providing documentation of the final Capital Cost and (iii) certifying 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. Taxing authorities will periodically evaluate each Facility receiving Abatement to ensure compliance with the Agreement and report possible violations of the Agreement. Taxing authorities will have the right to audit the books and records related to the eligible property and supporting the eligible property reports.

C. Transfer or Assignment. An Agreement for Abatement may be transferred or assigned by the original Applicant to a new Owner/Lessor or Lessee of the same Facility only upon the approval of the Commissioners Court, which will not grant such approval without (i) sufficient proof of the financial capacity of the transferee or assignee and (ii) all conditions and obligations in the Agreement being guaranteed by the execution of a new Agreement with the County. No assignment or transfer will be approved if any party to the existing Agreement or any proposed new party is (i) liable to any jurisdiction in the County for outstanding taxes or other obligations or (ii) delinquent in the payment of ad valorem taxes to any taxing unit located in the County. Approval of a transfer or assignment will not be unreasonably withheld. In addition, the Agreement for Abatement for an Extraordinary Impact Project may allow for collateral assignment in connection with the financing of the Project without obtaining such approval; provided the assignee is not delinquent on any taxes to the County and the Owner, Lessor or Lessee, as applicable, provides written notice to the County within thirty (30) days.

X. Tax Abatement by Other Taxing Units

A. Other Taxing Entities. Section 312.206(a) of the Tax Code allows the County, when a municipality has entered into an Agreement with an Owner and/or a Lessee, to enter into an Agreement with the same Owner and/or Lessee under different terms and conditions than those contained in the municipality's Agreement with the Owner and/or Lessee. When an Application for Abatement is originated with a taxing entity other than the County, the taxing entity desiring the County to provide Abatement to the same Applicant will cause the Applicant to file an Application requesting Abatement with the County and such Application will include the information requested by the County for Abatements originating with the County and shall also include a copy of the Agreement between the Applicant and the municipality or other taxing entity and such other documentation as may be requested by the County. Such Abatements will be considered in accordance with the provisions of these Guidelines and Criteria.

B. No obligation. The acceptance of an Application for Abatement will not be deemed as an obligation whatsoever of the County to grant any Abatement of taxes. Nothing in these Guidelines and Criteria or in any prior Abatement action by the County will obligate the County to provide Abatement to party.

C. Taxing Unit With Tax Rate Set by Commissioners Court. Pursuant to Section 312.004 of the Tax Code, in the event the Commissioners Court enters into an Agreement for the County, it may also enter into an Agreement applicable to the same property on behalf of

a taxing unit other than the County if by statute the ad valorem tax rate of the other taxing unit is approved by the Commissioners Court or the Commissioners Court is expressly required by statute to levy the ad valorem taxes of the other taxing unit. The Agreement entered into on behalf of the other taxing unit is not required to contain the same terms as the Agreement entered into on behalf of the County.

XI. Sunset Provision

These Guidelines and Criteria are effective upon the date of their adoption and will remain in force for two years unless amended by three-quarters vote of the Commissioners Court, at which time all reinvestment zones and 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.

XII. 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.

EXHIBIT

FORM OF TAX ABATEMENT APPLICATION

HIDALGO COUNTY
APPLICATION FOR ECONOMIC INCENTIVE

I. APPLICANT INFORMATION

Applicant Name: _____ Date of Application: _____

Company/Project Name: _____

Mailing Address: _____ Office Phone: _____

_____ Mobile Phone: _____

E-Mail Address: _____ Fax Number: _____

Type of Entity: [ ] Corporation [ ] Partnership [ ] Proprietorship

[ ] Limited Liability Company [ ] Other (Specify)_____

State of Organization: _____

Applicant's Representative for contact regarding abatement request:

Name and Title: _____

Mailing Address: _____ Office Phone: _____

_____ Mobile Phone: _____

E-Mail Address: _____ Fax Number: _____

Property Owner Information **(If applicant is not the owner of the property):**

Property Owner: _____

Mailing Address: _____ Office Phone: _____

_____ Mobile Phone: _____

E-Mail Address: _____ Fax Number: _____

Type of Entity: [ ] Corporation [ ] Partnership [ ] Proprietorship

[ ] Limited Liability Company [ ] Other (Specify)_____

State of Organization: _____

Is there a lessee agreement between the owner and the applicant? [ ]Yes [ ]No

If yes, what is the agreement termination date? _____

II. TYPE OF INCENTIVE

___ Tax Abatement ___ 381 Agreement

III. PROPERTY AND PROJECT DESCRIPTION

Property Account Number(s): _____

Address and legal description of property to be considered for Tax Abatement

_____

_____

Project Description: _____

_____

_____

III. PROPERTY AND PROJECT DESCRIPTION (CON'T)

Description of activities, products, or services produced and/or provided at project location:

Specify whether any portion of the property is within an established reinvestment zone or enterprise zone.

State the location of the reinvestment or enterprise zone.

Current Assessed Value:

Real Property $ _____ Personal Property $ _____

Estimated start date of construction/site improvements: _____

Projected date of occupancy/commencement of operations at project site: _____

Location of applicant's existing facilities: _____

Requested level of Tax Abatement: _____% of eligible property for _____ years.

Explain why tax abatement is necessary for the success of this project. Include business pro-formas or other information to substantiate your request.

Is any tax currently being abated with respect to any portion of the property? [ ] Yes [ ] No

If yes, state the date the tax abatement was received. _____

Has tax abatement been granted by any other taxing entity? [ ]Yes [ ]No

If yes, what taxing entity is granting the tax abatement? _____

Will a tax abatement be requested for the project from any other taxing entities? [ ] Yes [ ] No

If yes, list the entities:

IV. PROJECTED VALUE OF PROPOSED IMPROVEMENTS

Estimated Value of Proposed Real Property Improvements $ _____

Estimated Value of Proposed Personal Property Improvements $ _____

Detail any direct benefits to Hidalgo County as a result of this project(I.e.,inventory tax,etc.)

V. PROJECTED NUMBER OF FULL-TIME JOBS CREATED

Current Company/Project Location Employment

Current Number of Employees: Full-Time _____ Part-Time _____

Number of employees transferring from other company locations: _____

New Employment of Hidalgo County Residents

Are the employees direct hire or are they contracted by a third party employment agency?

[ ] Direct Hire [ ] Third Party Employment Agency [ ] Both

Projected number of new full-time jobs created as a result of the proposed improvements. _____

Provide types of jobs created and average salary levels. _____

VI. ADDITIONAL INFORMATION (to be attached)

Attach additional criteria for abatement as required by the Hidalgo County Guidelines and Criteria Section IV.

_____ 1 Letter addressing section III (H) of the Hidalgo County Guidelines and Criteria.

_____ 2 Descriptive list of the improvements for which abatement is requested.List will include the class life of the improvements based on the Internal Revenue Service Code (Section 168) Modified Accelerated Cost Recovery System.

_____ 3 Description of methods of financing all estimated costs and the time when related costs or monetary obligations are to be incurred.

_____ 4 A five year history of financial statements and statements of revenue, expenses, net income and cash flow for the last five years of the project which has been audited, reviewed, or compiled by a Certified Public Accountant.

_____ 5 Plat/Map of Project Location with details as required by Section IV. (4).

_____ 6 Project time schedule for undertaking and completing the planned improvements.

_____ 7 Tax certificate verifying that no taxes are past due on property.

_____ 8 Correct legal description of the real property.

_____ 9 A copy of the underlying lease if applicant is a lessee of the facility.

_____ 10 Include a current copy of the Reinvestment Zone Map and identify the property location within the map.

_____ 11 Schedule showing the start date of annual payroll of new permanent positions, if applicable.

_____ 12 Provide copies of the immediately preceding quarterly reports filed with the Texas Workforce Commission, documenting the current number of permanent full-time employees.

_____ 13 Include a good standing certificate from the State of Texas, or the state where your company is organized.

_____ 14 Include any existing tax abatement agreements with respect to any property in Hidalgo County,

_____ 15 Include a check made payable to "Hidalgo County Treasurer" in the amount of $1,000.

Applicant understands and, by submitting an application agrees, that such fee is to partially offset the County's expenses in reviewing the Applicant's application and shall not be refunded in the event the application is withdrawn by Applicant or denied by the County.

In order to expedite the application process, all information listed above must be attached herein.

I certify the information contained in this application (including all attachments) to be true and correct to the best of my knowledge. I further certify that I have read the "Guidelines and Criteria for granting tax abatements in Hidalgo County, Texas" and agree to comply with the guidelines and criteria stated therein. I further understand Hidalgo County may request additional information as deemed necessary to determine eligibility.

_____ Signature

_____ Title

_____ Printed Name

_____ Date

AI-52821

County Judge's Office 6. E.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted For: Michael Leo, COUNTY JUDGE Submitted By: Virginia Jones, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

1. Requesting approval to rescind action taken on 12/15/2015 on Amendment to Tax Abatement agreement between Hidalgo County and Hidalgo Wind Farm LLC, Phase I and Tax Abatement Agreement between Hidalgo County and Hidalgo Wind Farm LLC, Phase II and approve order on same.
2. Discussion and approval of Tax Abatement Agreement between Hidalgo County and Hidalgo Wind Farm (Phase II) and approve order on same.
3. Discussion and approval on Amendment to Tax Abatement Agreement effective 12/22/2014 between Hidalgo County and Hidalgo Wind Farm LLC (Phase I) and approve order on same.

BACKGROUND

Fiscal Impact

Attachments

1
2
3

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/30/2015 02:58 PM
Manuel Chapa	Manuel Chapa	12/30/2015 04:08 PM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Virginia Jones Started On: 12/30/2015 01:52 PM

Final Approval Date: 01/01/2016

ORDER APPROVING AMENDMENT TO TAX ABATEMENT AGREEMENT EFFECTIVE AS OF DECEMBER 22, 2014, BETWEEN HIDALGO COUNTY AND HIDALGO WIND FARM LLC (PHASE I)

WHEREAS, the Commissioners Court deemed it to be in the best interest of Hidalgo County, Texas (the "***County***") to enter into that certain Tax Abatement Agreement between Hidalgo County, and Hidalgo Wind Farm LLC effective December 22, 2014 (the "***Phase I Wind Farm Agreement***"), in accordance with the then effective Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas (as amended through the date hereof, the "***Guidelines and Criteria***"), and the County entered into the Phase I Wind Farm Agreement concerning the wind farm project;

WHEREAS, Hidalgo Wind Farm LLC (the "***Company***") has applied for tax abatement with respect to a Supplemental Project (as defined in the Guidelines and Criteria) as Phase II of their wind farm project, which would approximately double the number of wind turbines in the wind farm project in the County, and which would be governed by a separate tax abatement agreement to be entered into effective January 15, 2016 (the "***2016 Phase II Wind Farm Agreement***"); and

WHEREAS, the County and the Company now deem it necessary and appropriate to amend the Phase I Wind Farm Agreement to clarify that there will not be an overlap between the Phase I Wind Farm Agreement and the 2016 Phase II Wind Farm Agreement, all as set forth in that certain *Amendment to Tax Abatement Agreement Effective December 22, 2014 between Hidalgo County, Texas and Hidalgo Wind Farm LLC (Phase I)* (the "***2016 Phase I Amendment***") to be entered into effective January 15, 2016;

NOW THEREFORE:

BE IT ORDERED BY THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS:

SECTION 1. APPROVAL OF 2016 PHASE I AMENDMENT. The 2016 Phase I Amendment is hereby approved in substantially the form attached hereto as Exhibit "I", with such changes thereto as are approved by the County Judge of the County, with advice of the County's attorneys, and the County Judge is authorized to execute on or after the effective date of the 2016 Phase I Amendment, and the County Clerk is authorized to attest, the 2016 Phase I Amendment on behalf of the County and deliver same, and when executed and delivered, the 2016 Phase I Amendment shall become a valid and binding obligation of the County in accordance with its terms.

SECTION 2 EFFECTIVE DATE. This Order shall become effective immediately upon on the passage hereof.

PASSED, APPROVED, ADOPTED AND ORDERED this the 5th day of January, 2016, by the Commissioners Court of Hidalgo County, Texas.

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS OF THE HIDALGO COUNTY COMMISSIONERS COURT

RAMON GARCIA
County Judge

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

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct.3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attested to:

RODRIGUEZ, LLP

ARTURO GUAJARDO, JR.
County Clerk

APPROVED AS TO FORM:
ATLAS, HALL AND

By: _____
Stephen L. Crain

EXHIBIT A

AMENDMENT TO
TAX ABATEMENT AGREEMENT EFFECTIVE AS OF DECEMBER 22, 2014
BETWEEN HIDALGO COUNTY, TEXAS
AND
HIDALGO WIND FARM LLC
(Phase I)

AMENDMENT TO

TAX ABATEMENT AGREEMENT EFFECTIVE AS OF DECEMBER 22, 2014

BETWEEN HIDALGO COUNTY, TEXAS

AND

HIDALGO WIND FARM LLC

(Phase I)

This amendment (the "**Amendment**") is entered into effective as of January 15, 2016, between Hidalgo County, a political subdivision of the State of Texas (the "**County**"), duly acting herein by and through its duly authorized representatives, pursuant to an Order dated January 5, 2016, by the Hidalgo County Commissioners' Court (hereinafter referred to as the "**Commissioners Court**") and Hidalgo Wind Farm LLC, a Delaware limited liability company (the "**Company**"), and amends that certain Tax Abatement Agreement (the "**Agreement**") between the County and the Company entered into effective December 22, 2014.

WITNESSETH:

WHEREAS, the County is committed to the promotion of high quality development in the County, and desires to promote and encourage the types kinds of investment that result in the creation of new jobs, new income and positive economic growth, which is beneficial to the County as a whole;

WHEREAS, the County gives consideration on a case-by-case basis to providing tax abatement as a stimulation for economic development in the County in accordance with Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas;

WHEREAS, in order to maintain and enhance the commercial and industrial economic and employment base of the County, the Commissioners Court deemed it to be in the best interest of the County to enter into the Agreement with the Company in accordance with then effective Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas (as amended by the Commissioners Court on the date hereof, the "Guidelines and Criteria");

WHEREAS, pursuant to the Guidelines and Criteria and the Property Redevelopment and Tax Abatement Act, Subchapter C, V.A.T.C., Texas Tax Code §312 et seq., as amended ("**Act**"), the County entered into the Agreement concerning the Project (as defined in the Agreement);

WHEREAS, due to the nature of the Project as a wind farm, the description of the real property on which the Project will be constructed that was included as Exhibit B to the Agreement by necessity included real property that would not contain improvements as part of the Project, and the description of the Facility that was included on Exhibit D to the Agreement

was based on an approximation of the total megawatts that would be developed in Hidalgo County;

WHEREAS, some of the real property that was included on Exhibit B to the Agreement includes real property that may be part of a Supplemental Project (as defined in the Guidelines and Criteria); and

WHEREAS, to avoid confusion, the parties now desire to amend the Agreement in order to define the real property, personal property, and improvements that will be part of the Project and the Facility;

NOW, THEREFORE, the County and the Company, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby contract, covenant and agree as follows:

1. **Definitions**. All terms defined in the Agreement and used herein shall have the meaning set forth therein unless otherwise defined herein.

2. **Representations and Warranties**. The Company represents and warrants to the County as follows:

(a) (i) The Company is the Owner (as such term is defined in the Guidelines and Criteria) of the Facility and (ii) except as noted in the next sentence, the Company has, or will have prior to commencement of the Abatement Period, long-term lease interests and easement rights in the land on which the Facility will be located ("**Land**"), which is legally described in **Exhibit "B"**, which is attached to this Amendment and is made a part hereof for all purposes. With respect to two parcels of the Land (which are indicated on Exhibit B), the Company will be the fee owner of a portion of such parcel of the Land to be determined in the future and shall own a leasehold interest on all of such parcel of the Land not so owned by the Company. The Company is not, however, requesting a tax abatement on the Land, and tax abatement has not been granted by the County for the Land.

(b) The Company is duly qualified to conduct business in Texas, including, without limitation, building the improvements and operating the Facility.

(c) This Amendment constitutes the valid and enforceable obligation of Company in accordance with its terms.

(d) The Company has all necessary right, title, license and authority to enter into this Agreement and the execution and performance of this Agreement by the Company have been duly authorized by all necessary laws, resolutions and corporate or other entity action.

(e) In connection with Section IX.C. of the Guidelines and Criteria, the Company is not liable to any jurisdiction in the County for outstanding

taxes or other obligations or (ii) delinquent in the payment of ad valorem taxes to any taxing unit located in the County.

3. **Amendments to Agreement**. The Agreement is amended as follows:

(a) Exhibit B (legal description of the Land) of the Agreement is deleted and replaced with the new Exhibit B attached hereto.

(b) The map of the Project attached as Exhibit C to the Agreement is deleted and replaced with the new Exhibit C attached hereto.

(c) Exhibit D of the Agreement is deleted and replaced with the new Exhibit D attached hereto.

(d) The following new Section 1.10 is added at the end of Article I of the Agreement:

> 1.10 The parties acknowledge that this Agreement and that certain tax abatement agreement between the parties effective January 15, 2016 (the "**Second Agreement**"), are intended to cover different turbines and that the Land is not intended to overlap with any of the land included in the Second Agreement. In the event, however that any turbines could be part of both the Facility as defined under this Agreement and the Facility as defined under the Second Agreement (the "**Second Agreement Facility**"), because they are somehow located on parcels of land that are common to Land as defined in both agreements ("**Common Turbines**"), such Common Turbines shall be considered to be part of the Facility as defined under this Agreement only until fifty-two (52) turbines, including Common Turbines, have been allocated to the Facility as defined under this Agreement.

(e) The following new Section 3.06 is added at the end of Article III of the Agreement:

> 3.06 Company acknowledges and agrees that the tax abatement under this Agreement and the Second Agreement shall be calculated independently of each other and that different Tax Abatement Percentages may apply in accordance with their respective terms. Without limiting the generality of the foregoing, none of the investment pursuant to the Second Agreement shall be included in calculating Capital Cost for purposes of this Agreement. With respect to the allocation of Capital Cost pursuant to Section III.G.(1)(c) of the Guidelines and Criteria, the parties acknowledge that Capital Cost for the turbines that are part of the Facility are intended to be allocated to this Agreement, but Capital Cost under this Agreement shall not include the cost of the turbines that are part of the Second Agreement Facility.

4. **Current Tax.** The Company has provided tax certificates verifying that no taxes are past due with respect to all real property owned by the Company within the Zone.

5. **Commissioners Court Authorization.** This Amendment was authorized by Order of the Commissioners Court dated the 5th day of January 2016, authorizing the County Judge to execute this Agreement on behalf of the County.

6. **Severability.** In the event any paragraph, subparagraph, sentence, phrase or word herein is held invalid, illegal, or unenforceable, the balance of this Amendment and the Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid paragraph, subparagraph, sentence, phrase and word. In such event there shall be substituted for such deleted provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

7. **Applicable Law.** This Amendment shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

8. **Ratification of Tax Abatement Agreement.** The Agreement, as modified hereby, is ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

EXECUTED IN DUPLICATE ORIGINALS as of the 15th day of January, 2016.

HIDALGO WIND FARM LLC

By: _____
Steve Irvin
Executive Vice President - Central Region

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia
Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM FOR COUNTY:

Atlas, Hall & Rodriguez, L.L.P

By: _____
Stephen L. Crain

Exhibit B

The Land includes those portions of the following tracts of land located in Hidalgo County. The Land owned by the Company is indicated by an *.

Property ID	Legal Description
223137	LOS GUAGES & MAGUELLES SEC 11 E 200 AC
223138	LOS GUAGES & MAGUELLES W4709.5' SEC 12 & E618.75' SEC 13 AKA TR 2 573.46AC GR 568.86AC NET
223140	LOS GUAGES & MAGUELLES W 97.68 AC SEC 18 AKA TR 4
223141	LOS GUAGES & MAGUELLES SE 1/4 SEC 28 160.0 AC NE 1/4 SEC 28 160.0 AC E 1/2 SEC 33 320.0 AC 640.0 AC
223142	LOS GUAGES & MAGUELLES SEC 19 E 120 AC OF W 400 AC
223143	LOS GUAGES & MAGUELLES E79.995AC-S319.979AC SEC 19 & 68.498AC-W69.995AC-S319.979AC SEC 20 148.493AC GR 140.135AC NET
223144	LOS GUAGES & MAGUELLES UND 1/2 INT SEC 19 E120-N 1/2 & W40 E120-S160AC 80.0AC
223146	LOS GUAGES & MAGUELLES SEC 20 - E100-S320 AC
223147	LOS GUAGES & MAGUELLES SEC 20 E150-W220-S320 AC
223149	LOS GUAGES & MAGUELLES SEC 21 S1/2-E1/2 160 AC
223150	LOS GUAGES & MAGUELLES SEC. 21 N1/2 E1/2 160 AC.
223151	LOS GUAGES & MAGUELLES UND 1/2 INTEREST IN 640ACRE TR SEC 22
223155	LOS GUAGES & MAGUELLES SEC 23 1.0AC-E1700.39'-N1590.86' 1.0AC NET
223156	LOS GUAGES & MAGUELLES 32.51AC TRNGLE TR-E8500'-N3205.15' SEC 27
223157	LOS GUAGES & MAGUELLES SEC 28 W 1/2 ALL SEC 30 960 AC
223158	LOS GUAGES & MAGUELLES SEC 29 640AC GR 630.27AC NET
223165	LOS GUAGES & MAGUELLES SEC 33 W 1/2 - 320 AC
233153	LOS GUAGES & MAGUELLES S3181.74'-E2973.5' SEC 23 217.00AC
245263	H.C.S.L. (G O NEWMAN) SEC 3 1.0 AC-S 100 SW 1-4TH- 100.0 AC N LGE 3 1.0 AC
245265	H.C.S.L. (G O NEWMAN) SE1/4-SEC 3 EXC 1.0AC & S30' N60AC-SW1/4-SEC 3 EXC 1.68AC LGE 3 215.57AC
245268	H.C.S.L. (G O NEWMAN) SEC 3-NE1/4 EXC 1AC LGE 3 155.36 AC NET
245269	H.C.S.L. (G O NEWMAN) 4.5 AC - 5.5 AC - NW 1/4 SEC 3 LGE 3 (4.5 AC NET)
245270	H.C.S.L. (G O NEWMAN) SEC 3-NW1/4 EXC 9.53AC LGE 3 160 AC 150.47AC NET
245273	H.C.S.L. (G O NEWMAN) SEC 4 LGE 3 294 AC EXC N193'-E395' 292 .51 AC NET
245276	H.C.S.L. (G O NEWMAN) SEC 5-S PT EXC 1AC & S98/N147AC LGE 3 236.90 AC.
245278	H.C.S.L. (G O NEWMAN) N779' SEC 5 LGE 3 49AC NET
245291	H.C.S.L. (G O NEWMAN) E1115.06'-W2973.5' & E150'-W1636.75'-S288' SEC 6 LGE 3 120.99 AC GR 119.67 AC NET
245310	NEWMAN'S, G.O SEC 8 LGE 3-2 AC OUT OF 640ACS 2 AC FOR BLDG
245314	H.C.S.L. (G O NEWMAN)-S612.94ACS-EXC SE23.53AC SEC 3 & S284.73AC SEC 4 LGE 4 874.14AC GR 861.87AC NET
245315	H.C.S.L. (G O NEWMAN) SEC 5-FRACL. 294 ACS SEC 6-W1/2 320 ACS LGE 4 614 AC NET
245316	H.C.S.L. (G O NEWMAN) SEC 6 N40AC/NE1/4 LGE 4

245320	H.C.S.L. (G O NEWMAN) SEC 6-SE1/4 EXC 1AC LGE 4 159 AC 156.36 AC NET
245321	H.C.S.L. (G O NEWMAN) SEC 6 S40AC/N80AC/NE1/4 LGE 4
344860	NEWMAN'S, G.O SEC 2 - SW 1-4TH & SEC 6 - N1/2 LGE. 1, 480 ACS.
528295	NEWMAN'S, G.O 0.50AC-1AC-SE 1/4 SEC 3 LGE 3 0.50AC NET
543466	LOS GUAGES & MAGUELLES N1590.86'-W1273.11'-E2973.5' & S3181.74'-E137.5'-W2973.5' SEC 23 62.23AC GR 60.90AC NET
543473	LOS GUAGES & MAGUELLES E2268.80'-W2836' SEC 23 234.03AC NET
551146	LOS GUAGES & MAGUELLES 640AC SEC 1 & S29AC SOUTH OF LOTS 29 & 30 EL BENADITO;598.29AC SEC 2 & S18.66AC SOUTH OF LOTS 30 & 31 EL BENADITO; SE 3.95AC SEC 3; E104.47AC PT IN SEC 8; 640AC SEC 9 640AC SEC 10 2674.37AC GR 2635.03AC NET
588487	LOS GUAGES & MAGUELLES 37.43AC IRR TR-E1300'-S1482.35' SEC 27
607987	H.C.S.L. (G O NEWMAN) E371.69'-W1858.44' EXC S288'-W150' SEC 6 LGE 3 39.01AC GR 38.74AC NET
690356	LOS GUAGES & MAGUELLES W4090.8' SEC 11 & E1237.5' SEC 12 AKA TR 3 573.46AC GR 571.01AC NET
690357	LOS GUAGES & MAGUELLES BNG AN IRR TR W2473.8'-E3092.56' SEC 13 AKA PT OF TR 1 & SEC 18 EXC W97.68AC & EXC 3093' AKA TR4 226.87AC NET
690360	LOS GUAGES & MAGUELLES E2849.76'-W5704.35' AKA TR 5 SEC 18 301.02AC GR 298.26AC NET
690361	LOS GUAGES & MAGUELLES E242.8' SEC 18 AKA PT OF TR 6 & W2650' SEC 19 300.15AC NET
692793	LOS GUAGES & MAGUELLES W475'-N475' LOT 21 5.18AC NET
729721	LOS GUAGES & MAGUELLES 320 AC-N1/2 SEC 20
729722	LOS GUAGES & MAGUELLES 320 AC-W1/2 EXC W475'-N475' SEC 21 314.81 AC
*	A tract of land containing 10.0 acres situated in the County Hidalgo, Texas, being a part or portion of a certain (300.98-acre) tract out of Sections 18 and 19 of the Subdivision of Los Guages and Los Maguelles Grants, according to the plat thereof recorded in Volume 10, Page 4, Hidalgo County, Map Records...said 10.0 acres also being more particularly described as follows: COMMENCING at the Southwest corner of said (300.98-acre) tract; THENCE, S 80° 34' 04" E along the South line of said (300.98-acre) tract and within the right-of-way F.M. Road 490, at a distance of 242.80 feet pass the Southeast corner of said Section 18 and the Southwest corner of said Section 19, continuing a total distance of 1523.51 feet; THENCE, N 09° 15' 27" E a distance of 40.00 feet to a point on the North right-of-way line of F.M. Road 490, for the Southwest corner and POINT OF BEGINNING of this herein described tract; 1. THENCE, N 09° 15' 27" E a distance of 660.00 feet to the Northwest corner of this tract; 2. THENCE, S 80° 34' 04" E a distance of 600.00 feet to a point on the East boundary line of said (300.98-acre) tract, for the Northeast corner of this tract; 3. THENCE, S 09° 15' 27" W along the East boundary line of said (300.98-acre) tract, a distance of 660.00 feet to a point on the North right-of-way line of F.M. Road 490, for the Southeast corner of this tract; 4. THENCE, N 80° 34' 00" W along the North right-of-way line of F.M. Road 490, a distance of 660.00 feet to the POINT OF BEGINNING and containing 10.00 acres of land, more or less

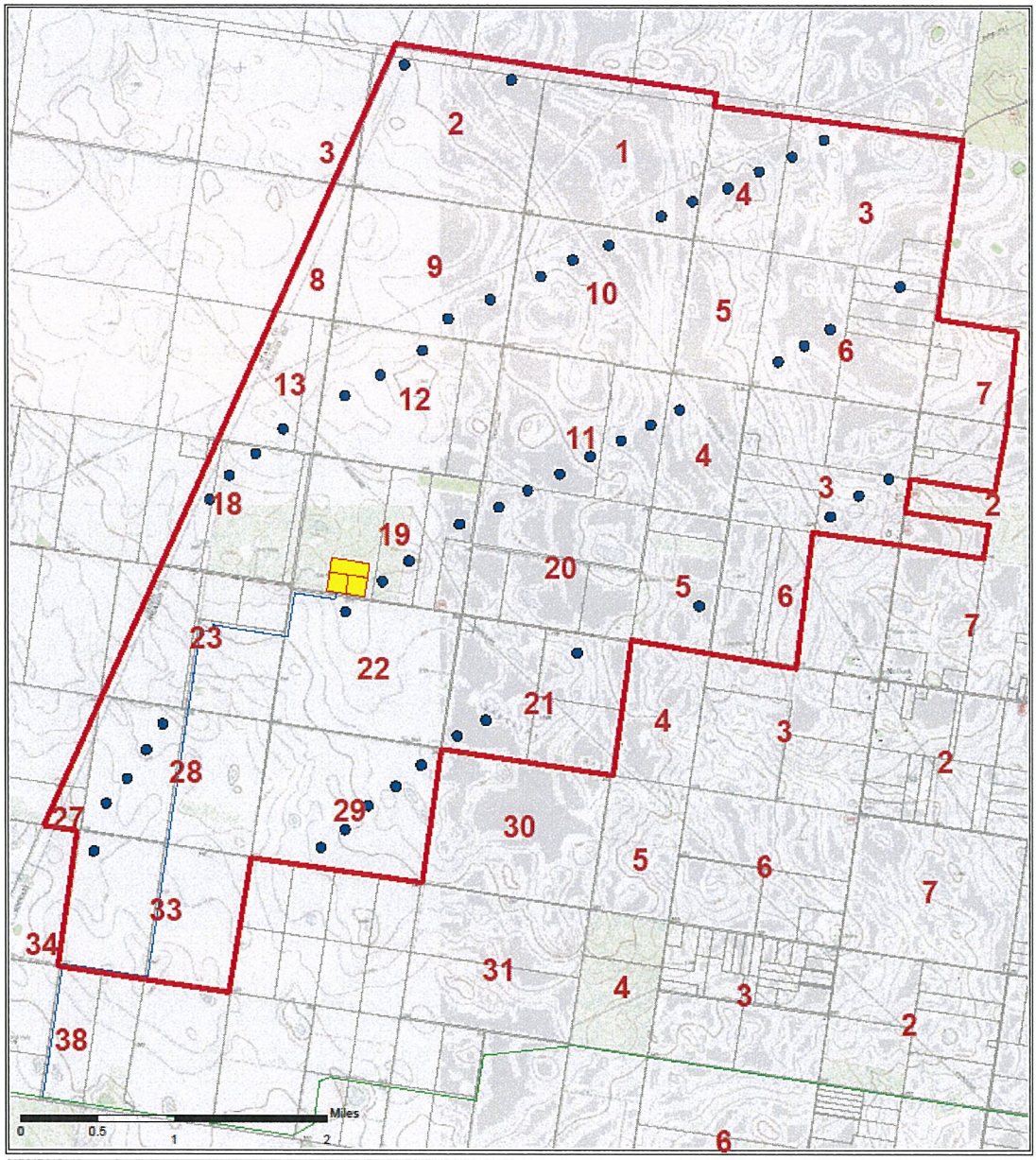
*	A tract of land containing 10.0 acres situated in the County Hidalgo, Texas, being a part or portion of a certain (300.98-acre) tract out of Sections 18 and 19 of the Subdivision of Los Guages and Los Maguelles Grants, according to the plat thereof recorded in Volume 10, Page 4, Hidalgo County, Map Records...said 10.0 acres also being more particularly described as follows: COMMENCING at the Southwest corner of said (300.98-acre) tract; THENCE, S 80° 34' 04" E along the South line of said (300.98-acre) tract and within the right-of-way F.M. Road 490, at a distance of 242.80 feet pass the Southeast corner of said Section 18 and the Southwest corner of said Section 19, continuing a total distance of 2183.51 feet; THENCE, N 09° 15' 27" E a distance of 40.00 feet to a point on the North right-of-way line of F.M. Road 490, for the Southwest corner and POINT OF BEGINNING of this herein described tract; 1. THENCE, N 09° 15' 27" E a distance of 660.00 feet to the Northwest corner of this tract; 2. THENCE, S 80° 34' 04" E a distance of 600.00 feet to a point on the East boundary line of said (300.98-acre) tract, for the Northeast corner of this tract; 3. THENCE, S 09° 15' 27" W along the East boundary line of said (300.98-acre) tract, a distance of 660.00 feet to a point on the North right-of-way line of F.M. Road 490, for the Southeast corner of this tract; THENCE, N 80° 34' 00" W along the North right-of-way line of F.M. Road 490, a distance of 660.00 feet to the POINT OF BEGINNING and containing 10.00 acres of land, more or less

[1] Two parcels (indicated as *), within this property will be sold to Hidalgo Wind Farm, LLC for the project substation and operations & maintenance building. These parcels are yet to be purchased, and will be assigned new parcel IDs upon closing of the sale.

EXHIBIT
C

Hidalgo County
Project Property

Map depicting land parcels and project infrastructure



Turbines

- Turbines
- HDL_150MW_Boundary (07/2014)
- Project Interconnection Line
- ETT Laredo - North Edinburg 345 kV
- Project Substation Facility
- Landowner Parcels

Author: SFK
Date / Time: 03 December 2015 / 08:41 AM
Version: n/a

Datum: North American 1983
Projection: NAD 1983 StatePlane Texas South FIPS 4205 Feet
Scale: 1:39,516

Sources: EDPR, ESRI

edp renewables

Exhibit D

Schedule of Building, Improvements, and Eligible Personal Property for the New Facility

- 52 Vestas V110 2.0 MW turbines and supporting towers;
- 52 reinforced concrete foundations supporting the turbines and turbine towers;
- Underground and overhead electrical collections system for transporting electricity from turbines to the project substation;
- Approximately 5 miles of 345 kV transmission line to the interconnect switchyard;
- Collection substation; and
- Operations and Maintenance building.

ORDER APPROVING
TAX ABATEMENT AGREEMENT
BETWEEN HIDALGO COUNTY AND HIDALGO WIND FARM LLC
(PHASE II)

WHEREAS, the Commissioners Court of Hidalgo County, Texas, adopted Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, effective December 22, 2014 (as amended on the date hereof, the "***Guidelines and Criteria***"), to allow Hidalgo County, on a case-by-case basis, to give consideration to providing tax abatement as a stimulation for economic development in Hidalgo County pursuant to Chapter 312 of the Texas Tax Code;

WHEREAS, the Commissioners Court deemed it to be in the best interest of Hidalgo County, Texas (the "***County***") to enter into that certain Tax Abatement Agreement between Hidalgo County, and Hidalgo Wind Farm LLC effective December 22, 2014 (as amended through the date hereof, the "***Phase I Wind Farm Agreement***"), in accordance with the then effective Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, and the County entered into the Phase I Wind Farm Agreement concerning the wind farm project;

WHEREAS, Hidalgo Wind Farm LLC (the "***Company***") has applied for tax abatement with respect to a Supplemental Project (as defined in the Guidelines and Criteria) as Phase II of the wind farm project, which would approximately double the number of wind turbines in the wind farm project in the County; and

WHEREAS, the Commissioners Court of Hidalgo County finds that the proposed tax abatement for Phase II of the wind farm project meets the Guidelines and Criteria, and has determined to grant tax abatement on the terms and conditions set forth in the proposed *Tax Abatement Agreement between Hidalgo County, Texas and Hidalgo Wind Farm LLC (Phase II)* (the "***2016 Phase II Tax Abatement Agreement***"), including without limitation that the economic life of the proposed facility exceeds the duration of the proposed tax abatement, that the Company will not be required to provide tax certificates with respect to real property owned by other parties, that the maximum tax abatement percentage will be seventy percent and that the 2016 Phase II Tax Abatement Agreement will be effective January 15, 2016.

NOW THEREFORE:

BE IT ORDERED BY THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS:

SECTION 1. APPROVAL OF 2016 PHASE II TAX ABATEMENT AGREEMENT. The 2016 Phase II Tax Abatement Agreement is hereby approved in substantially the form attached hereto as Exhibit "I", with such changes thereto as are approved by the County Judge of the County, with advice of the County's attorneys, and the County Judge is authorized to execute on or after the effective date of the Phase II Tax Abatement Agreement, and the County Clerk is authorized to attest, the 2016 Phase II Tax Abatement Agreement on behalf of the County and deliver same, and when executed and delivered, the 2016 Phase II Tax Abatement Agreement shall become a valid and binding obligation of the County in accordance with its terms.

SECTION 2. EFFECTIVE DATE. This Order shall become effective immediately upon on the passage hereof.

PASSED, APPROVED, ADOPTED AND ORDERED this the 5th day of January, 2016, by the Commissioners Court of Hidalgo County, Texas.

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS OF THE HIDALGO COUNTY COMMISSIONERS COURT

RAMON GARCIA
County Judge

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

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct.3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attested to:

RODRIGUEZ, LLP

ARTURO GUAJARDO, JR.
County Clerk

APPROVED AS TO FORM:
ATLAS, HALL AND

By: _____
Stephen L. Crain

EXHIBIT A

TAX ABATEMENT AGREEMENT BETWEEN HIDALGO COUNTY, TEXAS

AND

HIDALGO WIND FARM LLC

(Phase II)

TAX ABATEMENT AGREEMENT BETWEEN HIDALGO COUNTY, TEXAS

AND

HIDALGO WIND FARM LLC

(Phase II)

This Tax Abatement Agreement ("**Agreement**") is entered into effective as of January 15, 2016, by and between Hidalgo County, a political subdivision of the State of Texas ("**County**") duly acting herein by and through its duly authorized representatives, pursuant to an order dated January 5, 2016, by the Hidalgo County Commissioners Court ("**Commissioners Court**"), and Hidalgo Wind Farm LLC, a Delaware limited liability company ("**Company**").

WITNESSETH:

WHEREAS, on the 16th day of December, 2014, County adopted Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, which were amended by the Commissioners Court on January 5, 2016, and, as so amended, are attached hereto as **Exhibit "A"** and incorporated herein for all purposes (the "**Guidelines and Criteria**"); and

WHEREAS, the Land (as defined below) is within an area designated as an Enterprise Zone under the Texas Enterprise Zone Act, Subchapter C, V.A.T.C., Texas Government Code §2303 et seq., as amended, which area is therefore designated as a reinvestment zone ("**Zone**"), by the Property Redevelopment and Tax Abatement Act, Subchapter C, V.A.T.C., Texas Tax Code §312 et seq., as amended ("**Act**"); and

WHEREAS, the Guidelines and Criteria govern tax abatement agreements to be entered into by County under the Act; and

WHEREAS, in order to maintain and enhance the commercial and industrial economic and employment base of County, it is in the best interest of County to enter into this Agreement in accordance with said Act; and

WHEREAS, Company intends to develop a wind power project in Hidalgo County, Texas (the "**Hidalgo Wind Farm**); and

WHEREAS, on December 22, 2014, Company and County entered into a tax abatement agreement covering approximately 100 megawatts of the Hidalgo Wind Farm, and amended that agreement effective December 22, 2015 (the agreement and amendment are attached as **Exhibit "E"**, and hereafter referred to as "**First Agreement**"), which at the time the First Agreement was executed, was the only portion of the Hidalgo Wind Farm Company planned to develop; and

WHEREAS, Company now intends to develop approximately 100 additional megawatts in Hidalgo County (the "**Project**") as part of the Hidalgo Wind Farm, on the property designated on the map attached as **Exhibit "C"**; and

WHEREAS, Commissioners Court finds that the contemplated use of the Land, the contemplated improvements Company will construct on the Land, which will require expenditures by Company in the minimum amount as set forth in this Agreement and projected expenditures by Company in the County in excess of seventy million dollars, and the other terms hereof are consistent with encouraging development of the Zone in accordance with the purposes for its creation and are in compliance with the Act; and

WHEREAS, Company has submitted evidence to the County that the economic life of the Facility and eligible property exceeds the duration of the proposed tax abatement, and based on such evidence and the representations contained herein Commissioners Court has determined, in accordance with the Guidelines and Criteria that the economic life of the Facility and eligible property exceeds the duration of the tax abatement granted herein; and

WHEREAS, Commissioners Court has determined based on information provided by Company that the Project is eligible for tax abatement as a Supplemental Project, as defined in the Guidelines and Procedures; and

WHEREAS, Commissioners Court has determined that it would be in the best interest of County to enter into an agreement with Company, pursuant to the Act, to abate a portion of the value of the improvements Company constructs on the Land, as well as a portion of the value of all personal property located on the Land and used in connection with operations on the Land that is eligible for abatement under the Guidelines and Criteria, excluding the Land itself (such improvements and personal property eligible for abatement hereunder are hereafter referred to as the "**Facility**," as described more specifically in **Exhibit "D"**).

NOW, THEREFORE, County for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged (which consideration includes the attraction of major investment in the Zone and the expansion of primary employment that contributes to the economic development of County and the enhancement of the tax base in County), and Company for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged (which consideration includes the tax abatement set forth herein, as authorized by the Act), do hereby contract, covenant and agree as follows:

ARTICLE I

GENERAL PROVISIONS

1.01 Terms defined in the Guidelines and Criteria and used herein shall have the meaning given such terms in the Guidelines and Criteria unless otherwise defined herein.

1.02 Company represents and warrants that (i) Company is the Owner (as such term is defined in the Guidelines and Criteria) of the Facility and (ii) Company has, or will have prior to commencement of the Abatement Period, long-term lease interests and easement rights in the land on which the Facility will be located ("**Land**"), which is legally described in **Exhibit "B"**, which is attached hereto and is made a part hereof for all purposes.

1.03 Notwithstanding anything to the contrary contained herein, the abatement granted in this Agreement only applies to the abatement of newly created value (as defined in the Guidelines

and Criteria) resulting from improvements after the date hereof that Company makes to the Land and eligible personal property Company purchases and installs or builds upon the Land in constructing the Facility in accordance with the terms hereof, and excludes the value of the Land. The Project, the Facility and the Land are located within the Zone and are within County's taxing jurisdiction. Company understands and agrees that the Project is not covered by the First Agreement, and that any property covered by the First Agreement is not considered part of the Project or the Facility for purposes of this Agreement.

1.04 The parties acknowledge that this Agreement and the First Agreement are intended to cover different turbines and that the Land is not intended to overlap with any of the land included in the First Agreement. In the event, however that any turbines could be part of both the Facility as defined under this Agreement and the Facility as defined under the First Agreement, because they are somehow located on parcels of land that are common to Land as defined in both agreements (**"Common Turbines"**), such Common Turbines shall be considered to be part of the Facility as defined under the First Agreement only until fifty-two (52) turbines, including Common Turbines, have been allocated to the Facility as defined by the First Agreement (the "**First Agreement Facility**"). Common Turbines shall only be considered part of the Facility as defined under this Agreement—and not part of the First Agreement Facility—after the First Agreement Facility includes fifty-two (52) turbines (the "**First Facility Turbines**").

1.05 Company understands that, in accordance with the Guidelines and Criteria, tax abatements are granted by County based on the Capital Cost of the improvements made or on Jobs created, and as this Project is not expected to qualify based on Jobs created, that the tax abatement hereunder shall be granted based on the Capital Cost of improvements made on or after the date of execution of this Agreement by Company with respect to this Project (and will not include any investment made with respect to the First Agreement), as may be reasonably determined by the Hidalgo County Appraisal District and County.

1.06 Company represents and warrants that the Land is not included in an improvement project financed either in whole or in part with tax increment bonds or notes.

1.07 This Agreement is entered into subject to the rights of holders of outstanding County bonds.

1.08 Company represents and warrants that no interest in the Land or the Facility is presently owned or leased by a member of Commissioners Court, and Company agrees that it shall not sell or lease an interest in the Land or the Facility to any County officer or employee, or any member of the governing body of any taxing unit joining in or adopting this Agreement, until the earlier of the expiration of the Abatement Period (as defined in Section 3.02) or the termination of this Agreement.

1.09 Company represents and warrants as follows:

(a) with respect to the Project, Company has not executed or received, as of the date of this Agreement, a tax abatement or other economic development incentive or agreement with or from any government body other than County;

(b) Company filed the application for tax abatement with County prior to commencement of construction as defined in Section IV.A.(1)(a)-(f) of the Guidelines and Criteria and that such commencement has not yet occurred;

(c) Company is duly qualified to conduct business in Texas, including, without limitation, building the improvements and operating the Facility;

(d) this Agreement constitutes the valid and enforceable obligation of Company in accordance with its terms; and

(e) Company has all necessary right, title, license and authority to enter into this Agreement and the execution and performance of this Agreement by Company have been duly authorized by all necessary laws, resolutions and corporate or other entity action.

1.10 Company has provided tax certificates verifying that no taxes are past due with respect to all real property owned by Company within the Hidalgo Wind Farm Property, all of which is land covered by the First Agreement and none of which is Land included within this Agreement. County is not requiring Company to produce tax certificates with respect to real property owned by other parties.

ARTICLE II

IMPROVEMENTS; JOBS

2.01 (a) Company agrees to construct or cause to be constructed an Eligible Facility (as defined in the Guidelines and Criteria) on the Land, and to acquire, construct, or cause to be constructed real property improvements, machinery, and equipment necessary to operate the Facility.

(b) The cost of the real and personal property improvements Company proposes to make on the Land and that are eligible for abatement under this Agreement in accordance with the Guidelines and Criteria (which real and personal property is described in the definition of the Facility in Exhibit D hereto), including architectural and related fees, shall be approximately Seventy Million Dollars ($70,000,000), at least Seventy Million Dollars ($70,000,000) of which is expected to be listed on Hidalgo County Appraisal District's tax rolls, and none of which is included in Company's investment pursuant to the First Agreement. For the avoidance of doubt, Company agrees that, at a minimum, Capital Costs (as that term is defined in the Guidelines and Criteria) of the Facility will exceed Twenty Five Million Dollars ($25,000,000) and therefore qualifies as an Extraordinary Impact project (as such term is defined in the Guidelines and Criteria). The approximate location of the Facility is reflected on a preliminary site plan attached hereto as Exhibit "C" and made a part hereof for all purposes. Company reserves the right to revise the attached preliminary site plan as Company deems necessary and appropriate.

2.02 Company shall submit, which may be through use of an agent, reports to County in accordance with Section IX.B. of the Guidelines and Criteria.

2.03 Company covenants and agrees that the Facility shall be a renewable energy facility. Attached hereto as **Exhibit "D"** is a schedule of improvements, equipment, machinery, and

eligible personal property that Company will construct or purchase and install to develop the Facility, subject to improvements to facilitate power storage, and such non-substantive changes as Company may determine in its sole discretion are necessary during the course of construction of the Facility on the Land. Company agrees to continuously operate the Facility on the Land during the Abatement Period; provided, however, that failure to operate continuously due to a contingency, cause, action, or event described in Sections 5.02 (1), (4), (5), or 5.06 shall not constitute a breach of this Agreement except as may be provided in those provisions.

2.04 Company covenants and agrees to begin constructing the Facility in the Zone on or before December 31, 2016.

2.05 Company represents that the economic life of the Facility and eligible property will exceed ten years. Based on such representation and evidence submitted by Company to the County, the County determines in accordance with the Guidelines and Criteria that the economic life of the Facility and eligible property exceeds ten years.

2.06 Company acknowledges that, as it may be difficult to allocate Jobs created or maintained at the Hidalgo Wind Farm between this Agreement and the First Agreement, no such Jobs will be allocated to this Agreement unless such Job has no connection to the First Agreement's facility.

ARTICLE III

PROPERTY SUBJECT TO TAX ABATEMENT

RATE OF TAX ABATEMENT

TERM OF TAX ABATEMENT AND RELATED PROVISIONS

3.01 Subject to the terms of this Agreement, County shall abate Company's County ad valorem taxes in each year of the Abatement Period in an amount equal to the Tax Abatement Percentage (as defined below) multiplied by the Facility's newly created value determined in accordance with the Guidelines and Criteria, but only to the extent that such newly created value is reflected on County's tax rolls in each such year.

3.02 In accordance with the Guidelines and Criteria, the applicable Tax Abatement Percentage under this Agreement shall be determined pursuant to Section 3.04 below based on the Capital Cost, and shall be fixed by the parties through an addendum to this Agreement after evidence of the Capital Cost of the improvements constructed or installed by the Company at the Facility (excluding any investment pursuant to the First Agreement) is certified by the Company and approved by County. In the event the initial Capital Cost qualifies the Facility for less than the maximum Tax Abatement Percentage (seventy percent (70%)), additional investments constituting Capital Costs that are made in accordance with this Agreement may be added to the initial Capital Cost, and such revised Capital Cost shall be used to determine the applicable Tax Abatement Percentage for the remainder of the Abatement Period commencing with the first ad valorem tax year commencing after such revised Capital Cost is certified by Company and approved by County. Any such increase in the Tax Abatement Percentage (up to a maximum of 70%) shall be fixed by the parties through an additional addendum to this Agreement after

evidence of the additional Capital Cost of the additional improvements constructed or installed by Company for the Facility is certified by Company and approved by County.

3.03 The abatement of ad valorem taxes shall be for a period (the "**Abatement Period**") that shall

(a) commence on the commencement of the first ad valorem tax year after each of the following events have occurred:

(i) construction of the Facility has been completed,

(ii) Company has provided documentation confirming the Capital Cost of the Project and, in the event there are any Jobs that are clearly allocated only to this Project and not to the First Agreement, the number of Jobs created;

(iii) the Capital Cost or Jobs created meets or exceeds the minimum amount required by the Guidelines and Criteria for granting tax abatements; and

(iv) the newly created value may be ascertained from the tax rolls of the Hidalgo County Appraisal District, and

(b) end on the earlier of:

(i) ten (10) years following such commencement,

(ii) December 31, 2030,

(iii) the occurrence of any event which would terminate this Agreement by operation of law,

(iv) Company's breach of any provision of this Agreement, which breach is not cured within the Cure Period, (as defined below), or

(v) Company's failure to comply with any provision of the Guidelines and Criteria as discussed in Article V of this Agreement.

3.04 The percent of increase in newly created value (as reflected in the tax rolls of the Hidalgo County Appraisal District) to be abated (the "**Tax Abatement Percentage**") is the greater of the abatement percentage determined by the Capital Cost involved in the Project, or the abatement percentage determined by the number of full-time jobs created, as set forth in the following table:

Percent of Increase in Newly Created Value To be Abated	Capital Cost of the Project	Number of Jobs Created
0%	Less than $1,500,001	0-25
25%	$1,500,001 up to and including $5,000,000	26-50

50%	Over $5,000,000 up to and including $10,000,000	51-100
70%	Over $10,000,000	101 or more

The estimated value of the abatement (as such term is defined below), based on the Company's good faith estimate of how the Hidalgo County Appraisal District will value the eligible improvements, is Three Million Fifty Four Thousand One Hundred Thirty Nine Dollars and Eighty-Eight Cents ($3,054,139.88.00). "**Estimated value of the abatement**" means the additional property taxes that would be due to the County from the Company but for the tax abatement granted in this Agreement.

3.05 This Agreement does not change any right of Company to protest or contest, in accordance with applicable law, any and all appraisals of, or assessments of taxes on, the Facility, and the tax abatement provided for herein for such Facility shall be applied to the amount of taxes finally determined as a result of such protest or contest, to be due for such property.

3.06 Company acknowledges and agrees that the tax abatement under this Agreement and the First Agreement shall be calculated independently of each other and that different Tax Abatement Percentages may apply in accordance with their respective terms. Without limiting the generality of the foregoing, none of the investment pursuant to the First Agreement shall be included in calculating Capital Cost for purposes of this Agreement. With respect to the allocation of Capital Cost pursuant to Section III.G.(1)(c) of the Guidelines and Criteria, the parties acknowledge that Capital Cost for the turbines that are part of the Facility are intended to be allocated to this Agreement, but Capital Cost under this Agreement shall not include the cost of the First Facility Turbines.

ARTICLE IV

FILING OF PLANS, CERTIFICATION OF COSTS, COUNTY ACCESS TO PREMISES AND USE OF PREMISES AND IMPROVEMENTS

4.01 Company shall file construction plans for the Facility with County by June 1, 2016. The construction plans as filed shall be deemed to be incorporated herein by reference and made a part hereof for all purposes, and the Facility shall be completed in substantial conformity to said plans. Company may elect to amend or modify the construction plans, provided the amendments or modifications comply with all applicable codes, rules and ordinances, and are not otherwise contrary to this Agreement.

4.02 Upon completion of the Facility, Company shall file (i) "as built" construction plans with County, which plans shall detail improvements (which shall be certified by the architect if Company uses an architect) on the Land, including purchases of personal property and related expenditures made to construct the Facility, (ii) the manufacturer's certificate of completion with respect to the manufacture of the wind turbines installed at the Facility and (iii) the general contractor's certification as to the completion of construction of the Facility (including the detail

specified above). At the time of filing the as built construction plans, Company shall also provide County with reports as required by Section IX.B. of the Guidelines and Criteria. On or before January 31, of each year of the Abatement Period (and the year immediately following the end thereof), Company shall provide County with reports supporting job creation as of December 31 of each year of the Abatement Period, as required by Section IX.B. of the Guidelines and Criteria. On an annual basis, Company shall also provide County a detailed list of Company's eligible personal property at the Facility and the estimated value of each item.

4.04 Company agrees to supply audited reports to the County and the Hidalgo County Appraisal District to establish the construction cost of improvements constructed pursuant to this Agreement and/or the jobs created.

4.05 Company represents that it anticipates that appropriate personnel to escort County personnel will not always be available onsite to allow safe access to the Facility for inspections. In order to facilitate inspections, Company agrees to provide County employees and/or designated representatives of the County escorted access to the Facility during the term of this Agreement, including the Abatement Period, with at least two (2) business days' advanced notice, to inspect the Facility and the Land to determine if Company is in compliance with the terms and conditions of the Agreement. Upon completion of construction, County has the right to annually evaluate the Facility to ensure compliance with the Agreement. Company shall provide County with an escort for all such inspections.

ARTICLE V

BREACH

5.01 In the event Company fails to commence constructing the Facility in the Zone on or before December 31, 2016, this Agreement shall terminate effective as of the original date of this Agreement and County shall be entitled to recapture and collect payment of all ad valorem taxes abated under this Agreement by any and all means allowed by law, and as provided herein.

5.02 In the event the Facility is completed and begins operation, and Company:

1. voluntarily ceases to operate the Facility for a continuous period of eighteen (18) months;

2. allows ad valorem taxes owed to County to become delinquent;

3. relocates the Facility or the job creating activity outside the Zone;

4. breaches or fails to comply with any material term, condition, or representation contained in this Agreement; or

5. uses or allows the use of the Facility for any purpose not related to the generation, storage and/or transmission of renewable energy for a period greater than 180 days in any calendar year of the Abatement Period,

County may elect to terminate this Agreement and recapture abated taxes in accordance with Section 5.05 of this Agreement and the Guidelines and Criteria, unless such breach is cured within the Cure Period, as defined in Section 5.03. Company shall pay recaptured taxes to County within sixty (60) days from the date the Agreement terminates.

5.03 Should County determine that Company has breached this Agreement or the Guidelines and Criteria, County shall notify Company in writing via certified or registered mail to the following address:

Leslie Frieman
General Counsel
Hidalgo Wind Farm, LLC
808 Travis Street, Suite 700
Houston, Texas 77002
Email: legalnotices@edpr.com

with a courtesy copy to:

Renn Neilson
Baker Botts L.L.P.
910 Louisiana Street
Houston, Texas 77002

or to such other address, or to the attention of such person, as Company may, from time to time, designate in writing. If such breach is not cured within sixty (60) days from the date of such notice (the "**Cure Period**"), then this Agreement may be terminated by order of the Commissioners Court.

5.04 If Company and County disagree as to whether a breach has occurred or been timely cured, venue for an action to determine Company's and County's rights will lie in Hidalgo County, Texas. The period for Company to cure any breach of this Agreement shall be tolled from the filing of any official action to resolve questions arising from an attempt at cure to the final resolution of any such action.

5.05 If County terminates this Agreement, County shall have the right to recapture a percentage of the total taxes previously abated in accordance with the recapture schedule in Section VIII of the Guidelines and Criteria.

5.06 Notwithstanding any other provision of this Agreement, County may not terminate this Agreement if Company's breach is caused by force majeure and Company cures such breach within ninety (90) days following the end of the force majeure event. Force majeure means any contingency or cause beyond Company's control, including, without limitation, acts of God or public enemy, war, sabotage, vandalism, riot, civil commotion, insurrection, governmental acts, fires, storms, explosions, floods, tornadoes, strikes, and broad-based extraordinary economic events.

ARTICLE VI

SALE, ASSIGNMENT OR LEASE OF PROPERTY

6.01 It is contemplated by the parties hereto that the Company's purpose for making the improvements set forth in Article II is for the creation and operation of a renewable energy generation project.

6.02 In accordance with Section IX.C. of the Guidelines and Criteria, Company shall not have the right, without the written consent of County, to assign all or part of its interest in the Land, the Project, or this Agreement and maintain the tax abatement hereunder. Such consent shall not be unreasonably withheld. It shall be deemed reasonable for County to withhold consent with respect to any party that is delinquent in the payment of any taxes to County. Notwithstanding the foregoing, Company shall have the right without the consent of the County to collaterally assign its interest in the Land, Project, or this Agreement in connection with any financing of the Project; provided (i) such assignee is not delinquent in the payment of any taxes to the County, (ii) the County is given prompt notice of such assignment and (iii) Company remains liable under this Agreement.

ARTICLE VII

COMMISSIONERS COURT AUTHORIZATION

7.01 This Agreement was authorized by order of the Commissioners Court dated the 5th day of January, 2016, authorizing the County Judge to execute this Agreement on behalf of the County.

ARTICLE VIII

SEVERABILITY

8.01 In the event any section, subsection, paragraph, subparagraph, sentence, phrase or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, and word. In such event there shall be substituted for such deleted provision as similar in terms and in effect to such deleted provision as may be valid, legal, and enforceable.

ARTICLE IX

APPLICABLE LAW

9.01 This Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas. Venue for any action related to this Agreement shall be in Hidalgo County, Texas.

ARTICLE X

COUNTERPART EXECUTION

10.01 This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which in the aggregate shall constitute one agreement.

EXECUTED and made effective as of this the 15th day of January, 2016.

HIDALGO COUNTY, TEXAS

ATTEST:

By:_____
Name: Ramon Garcia
Title: Hidalgo County Judge

_____
Arturo Guajardo, Jr.
County Clerk

APPROVED AS TO FORM FOR COUNTY:

Atlas, Hall & Rodriguez, L.L.P

By: _____
Stephen L. Crain

HIDALGO WIND FARM LLC

By: _____
Name: Steve Irvin
Title: Executive Vice President – Central Region

Exhibit A

2014 TAX ABATEMENT GUIDELINES AND CRITERIA

(as amended January 5, 2016)

GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN HIDALGO COUNTY, TEXAS

Effective December 22, 2014
As Amended January 5, 2016

I. General Purpose and Objectives

The County is committed to the promotion of high quality development in all parts of the County and to an ongoing improvement in the quality of life for its citizens. Certain types of investment result in the creation of new jobs, new income and provide for positive economic growth which is beneficial to the County as a whole. The County will, on a case-by-case basis, give consideration to providing tax abatement as a stimulation for economic development in the County. 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 County is not obligated to grant tax abatement to any applicant and nothing herein will imply or suggest that the County is under any obligation to provide tax abatement to any applicant or with respect to any project. All applicants will be considered on a case-by-case basis, and the decision to approve or deny tax abatement to any particular applicant will be at the discretion of the Commissioners Court of the County. As provided in section 312.002(d) of the Texas Tax Code, adoption of these guidelines and criteria does not (1) limit the discretion of the Commissioners Court to decide whether to enter into a specific tax abatement 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 tax abatement 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 tax abatement. Tax abatement agreements are made with the owners or lessees of real property to exempt from taxation a portion of the value of the real property or of tangible personal property, or both. The duration of an agreement may be for a period of time determined appropriate by the Commissioners Court of the County, based on the productive life of the improvements and consistent with the provisions of these Guidelines and Criteria, but, in accordance with state law, in no case will the term of the tax abatement extend for more than ten (10) years. Special terms and conditions may be set in the agreement governing each specific tax abatement.

II. Definitions

A."Abatement" means the full or partial exemption from ad valorem taxes of eligible properties in a reinvestment zone designated as such for economic development purposes.

B."Agreement" means a contractual agreement for the purpose of Abatement during a Tax Abatement Period between (i) an Owner and/or a Lessee of eligible property and (ii) a taxing authority.

C."Applicant" means the Owner and/or Lessee who submits an Application to the County in accordance with these Guidelines and Criteria.

D."Application" means the written application and all related materials submitted to the County by the Applicant to request an Abatement hereunder.

E. "Base Year Value" means the taxable value of the Applicant's real and Personal Property of a type eligible for Abatement (which excludes inventory and supplies) located in a designated reinvestment zone on January 1 of the year of the execution of the Agreement.

F. "Capital Cost" means the amount expended by the Owner or Lessee, as the case may be, on or after the date of the applicable Agreement on eligible Improvements to Real Property or acquisition of eligible Personal Property needed to commence a Project or operations. Capital Cost expressly excludes amounts expended by the County or other governmental entities and any amounts expended with respect to ineligible property.

G."Commissioners Court" means the elected governing body of the County.

H. "County" means the County of Hidalgo, a political subdivision of the State of Texas.

I. "Economic Life" means the number of years a property qualifies for depreciation under the Internal Revenue Service Code (Section 168) Modified Accelerated Cost Recovery System, which may be extended in the discretion of the County, upon evidence presented by the Applicant as to the expected Productive Life of the property.

J. "Eligible Education Facility" means new, expanded or modernized buildings and structures, including fixed machinery and equipment, which, when constructed or completed, will be leased to a public school district, community college district, or state-supported institution of higher education, for the entire term of the proposed Abatement, and which will contribute to the economic development of the County.

K."Eligible Facility" means a new, expanded or modernized building, structure or related buildings and structures, including fixed machinery and equipment, which is reasonably likely as a result of granting Abatement to contribute to the retention or expansion of Primary Employment or to attract major investment in the reinvestment zone that would be a benefit to the property and that would contribute to the economic development of the County, but does not include a Facility, other than a utility, which is intended primarily to provide goods or services to residents or existing businesses located in the County such as, but not limited to, a restaurant or a retail sales establishment.

L."Existing Project" means any Project for which there is an Agreement in existence between the County and an Owner and/or a Lessee with respect to which the Tax Abatement Period has not expired

M."Expansion" means the addition of buildings, structures, fixed machinery, and/or equipment for the purpose of increasing production capacity or revenues.

N."Extraordinary Impact" means a Project where the Capital Cost is at least equal to $25,000,000.00 or which creates at least 500 Jobs.

O."Facility" means property Improvements, including eligible Personal Property, completed or in the process of construction which together comprise an integral whole.

P."Guidelines and Criteria" mean these guidelines and criteria for granting Abatement in the County.

Q."Improvement" means a building, structure, fixture, or fence erected on or affixed to land, or a transportable structure designed to be occupied for residential or business purposes, whether or not it is affixed to land, if the owner of the structure owns or leases the land on which it is located, unless the structure is unoccupied and held for sale or normally is located at a particular place only temporarily.

R. "Initial Period" has the meaning set forth in Section III(G)(1)b below.

S."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, does not qualify as a "Job" for purposes of these Guidelines and Criteria.

T. "Lessee" means the tenant who is occupying and operating or will occupy and operate an Eligible Facility under a legally binding lease agreement with a Lessor. A lessee of Real Property on which the Eligible Facility exists or is constructed may also own the Facility.

U."Lessor" means the owner of an Eligible Facility or of the Real Property on which an Eligible Facility is located that has a binding lease with a Lessee who will occupy and operate the Facility.

V."Modernization" means the replacement and upgrading of existing Facilities which increase the productive input or output, updates the technology, or substantially lowers the unit costs of operation, and extends the economic life of the Facility. Modernization may result from the construction, alteration, or installation of buildings, structures, fixed machinery, or equipment. It will not be for the purpose of renovation, reconditioning, refurbishing, repairing, or completion of deferred maintenance, except in reinvestment zones established based on conditions of economic impairment.

W."New Facility" means a Facility on Real Property previously undeveloped, which is placed into service by means other than Expansion or Modernization.

X. "Newly Created Value" means the difference between the Taxable Property Value in the base year and the Taxable Property Value at the time the value is being newly calculated.

Y. "Owner" means the owner of Real Property on which an Eligible Facility is or will be located, who may also be the Lessor. Where the context requires, "Owner" means the owner of the Eligible Facility, who is the lessee of Real Property on which the Eligible Facility is or will be located; provided that a specific definition or other provision to the contrary in an Agreement controls over this sentence.

Z. "Personal Property" means property that is not Real Property, and consists of intangible and tangible personal property. Intangible Personal Property 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.

AA. "Primary Employment" means retention or creation of new Jobs for residents of the County as a result of new, expanded or modernized building Projects.

BB."Prior Application" has the meaning set forth in Section IV(A)(12)(a)(i) below.

CC. "Productive Life" means the number of years a property Improvements is expected to be in service in a Facility.

DD. "Project" means the proposed planned undertaking consisting of New Facilities and/or Modernization of Existing Facilities for which Abatement is requested.

EE."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.

FF."Reinvestment Zone" is (i) an area designated as such for the purpose of Abatement as authorized by the Property Redevelopment and Tax Abatement Act, Sections 312.401 or 312.201 of the Texas Tax Code or (ii) an area designated as an enterprise zone under

Chapter 2303 of the Texas Government Code as authorized by the Property Redevelopment and Tax Abatement Act, Section 312.4011 of the Texas Tax Code.

GG. "Supplemental Project" means any Project that is an expansion of an Existing Project onto additional Property. Supplemental Projects must qualify as a Project without taking into account the related Existing Project, but may have different terms as set forth in Section III.G.(1) below.

HH. "Tax Abatement Period" means the period not exceeding ten years commencing on the January 1st occurring after execution of the Agreement or such later January 1st in accordance with these Guidelines and Criteria as is specified in the Agreement.

II. "Taxable Property Value" means the value of the Property being valued as determined by deducting from the assessed value of such Property, as recorded by the Hidalgo County Appraisal District, the amount of any applicable exemption as defined by the Texas Property Tax Code.

III. Abatement Authorized

A. Eligible Facilities. Abatement may be granted for New Facilities and for Expansion or Modernization of Existing Facilities. The Economic Life of a Facility and/or eligible property must exceed the duration of the Abatement.

B. Eligible Property. Abatement may be applied to both Real and Personal Property used at an Eligible Facility for business purposes, excluding all ineligible property.

C. Ineligible Property. The following types of property will be fully taxable and ineligible for Abatement: (i) land, (ii) inventory, supplies, tools, furnishings and other forms of moveable Personal Property, (iii) housing, (iv) deferred maintenance, and (v) property to be rented or leased except as provided in subsection E. of this Section III. No reference to property (real or personal) herein shall be deemed to incorporate any ineligible property into any calculation of investment or Abatement.

D. New Value. Abatement may only be granted for the Newly Created Value of eligible property Improvements made subsequent to and specified in an agreement between the County and the Owner and/or Lessee, subject to such limitations as the County may impose.

E. Leased Facilities. If a leased Facility is granted Abatement, the agreement will be executed by the Lessee and, if required by the County, by the Lessor. If the County requires both Lessee and Lessor to be parties to the agreement, the agreement will not be in effect unless both Lessee and Lessor execute the agreement.

F. Eligibility Criteria. In order to be considered for Abatement, eligible Facilities must be located in a reinvestment zone and result in a minimum added value of $1,500,001 in real and business Personal Property or the creation of at least 26 full-time Jobs.

G. Criteria and Value of Abatement. Abatement may be granted for eligible Facilities on all or a portion of the Newly Created Value of eligible property according to the following:

(1) An Owner and/or Lessee, as the case may be, of Real Property where an Eligible Facility is located prior to the inception of the Project subject to an agreement or on which an Eligible Facility will be constructed as part of the Project, must agree to expend a designated sum of money as the Capital Cost of the Project and/or provide a certain number of Jobs in order to qualify for an Abatement and must expend at least the sum agreed to as the Capital Cost of the Project and provide at least the agreed number of Jobs in accordance with the agreement in order to receive such Abatement.

(a) General. Except with respect to Extraordinary Impact Projects in which subsection III.G.(1)(b) below applies and Supplemental Projects, the percent of value to be abated will be determined by the greater percentage for which the Project qualifies as set forth below based on the Capital Cost expended by the Owner and/or Lessee, as the case may be, in the Project or the number of Jobs created:

Percent of Increase in Property Value to be Abated	**Capital Cost of the Project**	**Number of Jobs Created**
0%	Less than $1,500,001	0 – 25
25%	$1,500,001 up to and including $5,000,000	26 – 50
50%	Over $5,000,000 up to and including $10,000,000	51 – 100
80%	Over $10,000,000	101 or more

(b) Extraordinary Impact Projects. The Owner and/or Lessee may, in lieu of the schedule set forth in subsection (a) above, opt for the following provisions if the Capital Cost is at least equal to $25,000,000.00 or the Project creates at least 500 Jobs:

Percent of Increase in Property Value to be Abated	**During Year of Tax Abatement Period**
100%	Initial Period
90%	First Year after Initial Period
80%	Second Year after Initial Period
70%	Third Year after Initial Period
60%	Fourth Year after Initial Period
50%	Fifth Year after Initial Period
40%	Sixth and subsequent Years after Initial Period

The "Initial Period" is the first one to four years of the Tax Abatement Period, determined as follows: the Initial Period commences on the January 1 following execution of the Agreement (or such later January 1 as may be agreed to in the Agreement, provided such January 1 is not more than 3 years after execution of the Agreement) and ends on the earlier of the fourth December 31 occurring after such January 1 and the December 31 occurring after substantial completion of construction of Improvements. Regardless of the length of the Initial Period, the Tax Abatement Period shall not exceed ten years. The Owner or Lessee (or both if both are parties to the Agreement) must make such election in the Agreement. In the event the parties have opted for this provision but it is later determined that the actual Capital Cost or Jobs do not qualify for this provision, the provisions of subsection (a) above will apply in lieu of the provisions of this subsection (b) and any taxes abated prior to the determination that this provision was inapplicable in excess of the amount that would have been abated pursuant to subsection (a) above shall be immediate recaptured and paid by Owner and/or Lessee.

(c) Supplemental Projects. With respect to Supplemental Projects, the percent of value to be abated will be determined by the County and shall not exceed the greater percentage for which the Supplemental Project qualifies as set forth below based on the Capital Cost expended by the Owner and/or Lessee, as the case may be, in the Supplemental Project or the number of Jobs created:

Maximum Percent of Increase in Property Value to be Abated	Capital Cost of the Project*	Number of Jobs Created*
0%	Less than $1,500,001	0 – 25
25%	$1,500,001 up to and including $5,000,000	26 – 50
50%	Over $5,000,000 up to and including $10,000,000	51 – 100
80%	Over $10,000,000	101 or more

*In the event of any irreconcilable dispute between the parties as to the allocation of Jobs and Capital Cost between an Existing Project and the related Supplemental Project, the County will make the final determination as to such allocation.

(2) Only the Newly Created Value will be eligible for Abatement. The applicable percentage set forth in subsection (G)(1) of this Section III (based on whether the Capital Cost of the Project or Job creation results in a higher percentage and whether, if applicable, the Extraordinary Impact provision was opted for in the Agreement) is applicable only to the Newly Created Value of Real Property at the Eligible Facility and of Personal Property owned by the Owner or the Lessee at the Eligible Facility as determined by the Hidalgo County Appraisal District and these Guidelines and Criteria.

(3) The length of the Tax Abatement Period shall not exceed ten (10) years. The Tax Abatement Period shall start on a January 1 not later than the later of (i) the third January 1 occurring after the successful completion of the development, redevelopment or Improvements of the Project as specified in the Agreement or (ii) the fourth January 1 occurring after execution of the Agreement. The Abatement of the Real and Personal Property during the Tax Abatement Period shall only be received to the extent its Taxable Property Value for that year exceeds its Taxable Property Value for the year in which the Agreement is executed, such that only Newly Created Value will be abated.

(4) As an additional incentive to create and sustain Jobs, any Abatement based upon Job creation will be subject to increases or decreases in subsequent tax years based on the level of Jobs added or lost. For example, a Project that initially creates thirty (30) Jobs is eligible for a 25% Abatement. In the second year of the Tax Abatement Period, if twenty-one (21) additional Jobs are added, the Abatement will then increase to 50% (although such increased Abatement shall not apply retroactively), and so on as Jobs are created during the Tax Abatement Period. Conversely, if Jobs are reduced, the percent of Abatement will also be reduced.

(5) With respect to any Abatement based upon Capital Cost, the percent of value to be abated may qualify for increases in subsequent tax years based upon additional capital Improvements. For example, a Project that initially has a Capital Cost of $2,500,000.00, is eligible for 25% Abatement. In the second year of the Tax Abatement Period, if additional qualifying capital Improvements are made in the total amount of $3,000,000, the Abatement may then increase to 50% upon Commissioners' Court approval (although such increased Abatement shall not apply retroactively).

(6) Improvements, Expansions or Modernizations must not be expected to solely or primarily have the effect of transferring employment from one part of the County to another part of the County.

(7) The Project must be expected to prevent the loss of payroll or retain, increase or create payroll on a permanent basis in the County

H. Standards of Tax Abatement. The following factors, among others, will be considered in determining whether to grant Abatement and, if so, the percentage of value to be abated and duration of Abatement.

(1) value of land and existing Improvements, if any;

(2) type and value of proposed Improvements;

(3) Productive Life of proposed Improvements;

(4) number of existing Jobs to be retained by proposed Improvements;

(5) number and type of new Jobs to be created by proposed Improvements;

(6) whether the new Jobs to be created will be filled by persons residing within the County;

(7) amount property tax base valuation will be increased during term of Abatement, which will include a definitive commitment that (i) such increase in valuation will not in any case be less than $1,500,001, or (ii) no less than 26 Jobs will be created;

(8) the costs to be incurred by the County to provide facilities or services directly resulting from the new Improvements;

(9) the amount of ad valorem taxes to be paid to the County during the Tax Abatement Period considering (a) the existing values, (b) the percentage of new value abated, (c) the Tax Abatement Period, and (d) the value after expiration of the Tax Abatement Period;

(10) the types and values of public improvements, if any, to be made by the Applicant seeking Abatement;

(11) whether the proposed Improvements compete with existing businesses to the detriment of the local economy;

(12) the impact on the business opportunities of existing businesses;

(13) the attraction of new businesses to the area;

(14) whether the Project is environmentally compatible with no adverse impact on quality of life, including whether the Project or portions thereof will meet U.S. Green Building Council Leadership in Energy and Environmental Design Program (LEED) Standards/Certification; and

(15) whether the Real Property is in an improvement project financed by tax increment bonds.

Each Eligible Facility will be reviewed on its merits utilizing the factors provided above. After such review, Abatement may be entirely denied or may be granted to the extent deemed appropriate after full evaluation.

I. In addition to other Abatements authorized hereunder, Abatement may be granted for an Eligible Education Facility as provided in this subsection I. The provisions of subsections III. G.(1), G.(2) (excluding the first sentence), G.(4), G.(5), and H.(7), of these Guidelines and Criteria will not apply to Abatements for Eligible Education Facilities. The term of the Abatement for an Eligible Education Facility will be established by the Commissioners Court at the time the Abatement is granted, but in no event will exceed the maximum term permitted under the Texas Tax Code.

IV. Procedural Guidelines

A. Preliminary Application Steps: Any person, organization, corporation or other entity meeting the Abatement guidelines may request Abatement by contacting the County Judge's Office Economic Development Division and filing a written Application with the County in conformance with the following procedural guidelines. Consideration will be given to written requests from Applicants for the confidentiality of proprietary information, consistent with state law, including without limitation Section 312.003 of the Texas Tax Code and Section 552 of the Texas Government Code.

(1) An Application form approved by the County and in the form attached to these Guidelines and Criteria must be completed and submitted to the appropriate office or any other office or official designated by the

County, with all of the information and documents specified therein and herein, prior to commencement of construction, alterations, or installation of Improvements related to a proposed Modernization, Expansion or new Facility by the Applicant. Commencement of construction is considered to have taken place when any one of the following has occurred:

(a) If more than ninety days has passed since an Abatement Agreement with the municipality has been executed (if applicable);

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

(c) If the Project's site has been cleared and prepared for development;

(d) If construction (including renovations or tenant finish-out) has begun;

(e) If site specific infrastructure has begun to be installed; or

(f) If equipment, inventory, or employees have been relocated to the new site.

A complete Application, with all of the information and documentation specified therein and herein, must be submitted to the appropriate office or any other office or official designated by the County 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.

(2) The Application will require such financial and other information as may be deemed appropriate for evaluating the financial capacity of the Applicant. This may include an economic feasibility study including a detailed list of estimated Improvements costs, a description of the methods of financing all estimated costs and the time when related costs or monetary obligations are to be incurred, and historical financial statements and statements of revenues, expenses, net income and cash flow for the first five years of the Project, which have been audited, reviewed or compiled by a certified public accountant.

(3) Applicant will prepare a descriptive list of the eligible Improvements for which Abatement is requested. This will include the class life of the Improvements based on the Internal Revenue Service Code (Section 168) Modified Accelerated Cost Recovery System and, if applicable,

any documentation supporting a longer Economic Life of such Improvements.

(4) Applicant will prepare a plat or map showing the precise location of the property, location of proposed Improvements, all roadways within five hundred feet (500') of the site, and all existing land uses and zoning within five hundred feet (500') of the site. The correct legal description of the Real Property must be provided.

(5) Applicant will address all criteria outlined in Section III.H. of these Guidelines and Criteria in letter format. In the case of a Modernization or Eligible Facility, Applicant will also include a statement of the Facility's current property value, stated separately for Real and Personal Property.

(6) Applicant will prepare a time schedule for undertaking and completing the planned Improvements.

(7) Applicant will provide a tax certificate verifying that no taxes are past due on Applicant's (and, if Applicant is not the Owner of the Real Property or Facility, the Owner's) property located within the proposed reinvestment zone; provided, however, that with respect to Extraordinary Impact Projects where Applicant is not the Owner of the Real Property on which the Facility is or will be located, Commissioners Court may opt to limit the Real Property for which such certificates are required if deemed appropriate under the circumstances.

(8) Applicant will provide a copy of the underlying lease if Applicant is a Lessee of the Facility.

(9) Applicant will provide a copy of the contract between the Applicant and any employment agency acting as the employer of the employees of eligible Jobs pursuant to such contract.

(10) Applicant will provide copies of the immediately preceding quarterly reports filled with the Texas Workforce Commission, documenting the current number of permanent full time employees.

(11) Applicant will provide a current copy of any Enterprise Zone Map identifying the property location.

(12) Applicant shall pay to the County a non-refundable application fee of $1,000 at the time of submission of the Application unless

(a) the Applicant meets all of the following criteria:

(i) during the twelve months immediately preceding the submission of the Application, the Applicant submitted an

Application for an Abatement to the County (the "Prior Application");

(ii) during such twelve month period, the Applicant paid the $1,000 fee to the County with respect to the Prior Application;

(iii) neither the Applicant nor any other party has received or will receive any Abatement with respect to such Prior Application; and

(iv) the Commissioners Court deems such new Application to be substantially similar to the Prior Application; or

(b) the total Abatement that the Applicant is requesting is less than and capped at (i) $1,000 per year and/or (ii) $10,000 in the aggregate over the life of the Abatement.

Applicant understands and, by submitting an Application agrees, that such fee is to partially offset the County's expenses in reviewing the Applicant's Application and shall not be refunded in the event the Application is withdrawn by Applicant or denied by the County. Applicant will submit along with the Application a copy of the receipt issued from the Hidalgo County Treasurer evidencing payment of the application fee.

B. Application Review Steps: Upon receipt of a completed Application, the County will distribute copies of the Application to the appropriate County departments for internal review and comments. The County may request additional information as needed to determine Applicant's eligibility for Abatement according to Sections III A., B. and F and to review the factors set forth in Section III.H.

C. Timing Provisions.

(1) Notwithstanding any provision to the contrary in Sections IV or V of these Guidelines and Criteria, to the extent allowable under applicable law, the Commissioners Court in its discretion may:

(i) allow additional time for compliance with the requirements in Sections IV and V of these Guidelines and Criteria with respect to any Applications received after October 1 of the calendar year and may consider, approve and enter into an Agreement during the calendar year in which the Application was received after October 1 if the Commissioners Court in its discretion determines the County had adequate time to review and consider the Application and the Agreement, and

(ii) consider and approve an Abatement and enter into an Agreement prior to receipt of all required information, provided that if such Abatement is granted the Agreement requires the Owner and/or Lessee, as the case may be, to comply with any such provisions within thirty days of the date of the Agreement and allows the County to terminate the Agreement in the event any conditions in the Agreement are not timely met.

(2) Provided commencement of construction as defined in Section IV.A.(1) above has not occurred prior to submission of the complete Application as set forth herein, the commencement of construction by (x) the taking of actions specified in Section IV.A.(1)(a-c) above by the Owner and/or Lessee or (y) the taking of any of the actions specified in Section IV.A.(1)(a-e) above by the Owner and/or Lessee after approval by the Commissioners Court of an Agreement but prior to execution of the Agreement shall not be a bar to the County subsequently executing the Agreement based on these Guidelines and Criteria and the terms approved by the Commissioners Court with the Owner and/or Lessee, as applicable; provided that (i) with respect to any such activity undertaken prior to Commissioners Court granting of an Abatement that the Abatement may not be granted at the discretion of the Commissioners Court and (ii) that the Applicant, Owner and/or Lessee, as the case may be, commence activity related to the Project at their own risk, and with respect to (y) above, in the event, prior to execution of the Agreement, any discrepancy or dispute over the terms of the Agreement arise that the Commissioners Court retains its discretion to not enter into such Agreement. For purposes of this subsection (2), a complete Application is an Application that, in the opinion of the County, meets all of the requirements of the Guidelines and Criteria excluding only any additional materials requested by the County but not expressly specified in the Guidelines and Criteria.

V. Consideration of Application and Adoption of Agreement

A. When the County considers an Abatement request, it will consider the feasibility and impact of the proposed Abatement by making an estimate of the economic effect of the Abatement of taxes and the benefit to the property to be covered by the Abatement and to the taxing authorities involved.

B. In accordance with Section 312.401(b) of the Texas Tax Code, the Commissioners Court may not designate an area as a reinvestment zone until it holds a public hearing on the designation and finds that the designation would contribute to the retention or expansion of Primary Employment or would attract major investment in the reinvestment zone that would be a benefit to the property to be included in the reinvestment zone and would contribute to the economic development of the County. At the hearing, interested

persons are entitled to speak and present evidence for or against the designation. Not later than the seventh day before the date of the hearing, the Commissioners Court will give notice of the hearing in accordance with Sections 312.401(b) and 312.201(d) of the Texas Tax Code. Pursuant to Section 312.4011, designation of an area as an enterprise zone under Chapter 2303, Texas Government Code, constitutes designation of the area as a reinvestment zone without further action by the County.

C. (1) The Commissioners Court may consider adoption of an Order approving the execution of an Agreement between the County and the Applicant governing the provision of the Abatement within the reinvestment zone only after the Applicant has forwarded all necessary information and documentation to the County. The County will notify the Applicant of approval or disapproval in writing as soon as such action has occurred. The County will not approve an Agreement if it finds that the request for the Abatement was filed after the commencement of construction, alterations, or installation of Improvements related to a proposed Modernization, Expansion or New Facility by the Applicant except as provided in subsection V.C.(2) below. Any Improvements performed by a taxing entity in anticipation of a Project will not be subject to this subsection C(1).

(2) The decision to provide any Abatement will be considered on a case by case basis, in accordance with these Guidelines and Criteria, and at the discretion of the Commissioners Court who, with respect to Applicants concerning Projects of Extraordinary Impact may waive Subsection IV(A)(1)(b) if reasonable proof is shown of why the waiver is needed and of the benefit to the County of granting the Abatement.

D. Not later than the seventh day before the date on which the County enters into an Agreement, the County will deliver, as provided by Section 312.2041 of the Tax Code, to the presiding officer of the governing body of each other taxing unit in which the property to be subject to the Agreement is located a written notice that the County intends to enter into the Agreement. The notice will include a copy of the proposed Agreement.

E. The governing bodies of the appropriate taxing authorities may consider ratification of and participation in the Agreement between the County and the Applicant.

F. After approval, the County will formally pass an Order and execute an Agreement with the Owner and/or Lessee of the Facility as required. Such Agreement prior to execution will be reviewed by legal counsel for the County and the Owner and/or Lessee, as applicable. Such Agreement shall be subject to the rights of holders of outstanding bonds of the County and shall be entered into by the County on the condition that the Owner and/or the Lessee, as applicable, makes specific Improvements or repairs to the property. Except as otherwise specified in these Guidelines and Criteria, the Abatement in each Agreement shall take effect on January 1 of the next tax year after the date the Improvements or repairs are substantially completed. Each Agreement must include the terms required under Section 312.205 or the Texas Tax Code and will address various issues, including, but not limited to, the following:

(1) General description of the Project;

(2) The percent of value to be abated each year;

(3) Estimated value of the Abatement including the Base Year Value;

(4) Duration of the Abatement, including the commencement date and the termination date;

(5) Legal description of the Real Property;

(6) Kind, number, location and timetable of planned Improvements;

(7) Specific terms and conditions to be met by Applicant;

(8) The proposed use of the Facility and nature of construction;

(9) A plat or map showing the precise location of the Real Property, including the location within the enterprise zone and Improvements and proposed Improvements on the Real Property;

(10) Contractual obligations in the event of default, violation of terms conditions, delinquent taxes, recapture, administration and assignment; and

(11) Size of investment and average number of new Jobs created.

VI. Denial of Abatement

A. All eligible Applications for Abatement will be considered on a case-by-case basis and except for the instances set forth in Section VI.B. herein, the decision to approve or deny Abatement will be made at the discretion of the Commissioners Court in accordance with these Guidelines and Criteria.

B. The Commissioners Court shall not authorize either a reinvestment zone or an Agreement if it is determined that:

(1) there would be an adverse impact on the provision of government service or tax base;

(2) the Applicant has insufficient financial capacity to complete the Project;

(3) planned or potential use of the property would constitute a hazard to public safety, health or morals;

(4) violation of other codes or laws exist;

(5) the property is in an improvement project financed by tax increment bonds; or

(6) there exists any other reason that is deemed appropriate by the Commissioners Court.

C. Nothing herein will imply or suggest that the County is under any obligations or duty to provide Abatement to any eligible Applicant, or that any Applicant has an entitlement to Abatement except as may be determined on a case-by-case basis by the Commissioners Court.

VII. Taxability

From the execution of the Agreement to the end of the Tax Abatement Period, taxes will be payable as follows:

(a) The value of ineligible property will be fully taxable;

(b) The Base Year Value of existing eligible property as determined each year will be fully taxable;

(c) The additional value of eligible property will be taxable in the manner and for the period provided for in the Agreement; and

(d) The additional value of eligible property will be fully taxable at the end of the Tax Abatement Period.

VIII. Recapture

A. The County will be entitled to terminate the Agreement and shall recapture all or part of the taxes abated, upon the occurrence of one or more of the following events:

(1) If the Owner or Lessee fails to commence operation of the Facility and the provision of the applicable product or service within the time provided in the Agreement.

(2) If, at any time after commencement of operation of the Facility, the Owner or Lessee voluntarily ceases to produce a product or service at the Facility or to otherwise operate the Facility for a continuous period of one (1) year or, with respect to Extraordinary Impact Projects in which the Agreement so provides, eighteen (18) months;

(2) If the Owner or Lessee allows its ad valorem taxes owed to the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest;

(3) If the Owner or Lessee relocates the Job creating activity outside the reinvestment zone;

(4) Upon the Owner's or Lessee's breach of the Agreement;

(5) As the County and the Owner and/or Lessee may otherwise agree in the Agreement; or

(6) In the case of an Abatement for an eligible educational Facility, the educational institution named in the Agreement terminates the lease on the property or otherwise ceases to use and occupy the property for educational purposes, and the property Owner fails to secure a new tenant that qualifies the Facility for continued Abatement under these Guidelines and Criteria within one hundred twenty (120) days of the expiration or other cessation of the use of the property for educational purposes.

B. Should the County determine that a party is in default according to the terms and conditions of the Agreement, the County will notify the party in writing at the address stated in the Agreement, and if such default is not cured within the applicable Cure Period (as defined below), then the Agreement may be terminated by the County pursuant to an Order adopted by the Commissioners Court as set forth in C below. The Cure Period is thirty (30) days from the date of the notice, or if so provided in the Agreement with respect to any Extraordinary Impact Project sixty (60) days and, if further provided in the Agreement, ninety (90) days with respect to a default caused by a force majeure event as such event is defined in the Agreement.

C. The County by an Order adopted by the Commissioners Court will have the right to terminate the Agreement and shall recapture all or a part of the abated taxes based on the following schedule and formula:

RECAPTURE SCHEDULE

YEAR OF TAX ABATEMENT PERIOD IN WHICH RECAPTURE EVENT OCCURS	*COUNTY WILL RECAPTURE FOLLOWING PERCENTAGE OF TOTAL TAXES PREVIOUSLY ABATED:*
1-5	100%
6	85%
7	75%
8	65%
9	55%
10	45%

FORMULA: The Recapture Formula Will Be:

Total Taxes Abated	**X**	Applicable Percentage from above schedule	=	Amount to be Recaptured

D. A Lessee or Owner who is a party to an Agreement that has been terminated or pursuant to which abated taxes have been ordered to be recaptured may appeal the Commissioners Court decision recapturing or terminating the Agreement. In order to make an appeal, the party to the Agreement must submit, within thirty (30) days of the Order by Commissioners Court recapturing or terminating the Agreement, a written notice to the County and to any other party to the Agreement specifying the grounds on which the party will be appealing the decision and requesting that the matter of the appeal be placed on the Commissioners Court agenda for the next Commissioners Court meeting occurring not less than three days following receipt by the County of the written request. The party appealing the decision may appear at the Commissioners Court meeting to discuss the appeal.

IX. Administration

A. Access to Facility. Each Agreement will stipulate that employees and/or designated representatives of the County will have access to the Facility during the term of the Agreement to inspect the Facility to determine if the terms and conditions of the Agreement are being met. The County may execute a contract with any other jurisdiction(s) to conduct such inspections of the Facility. All inspections will be conducted in a manner as to not unreasonably interfere with the construction and/or operation of the Facility; provided, however that the County may conduct "spot" inspections requiring no advance notification (unless appropriate personnel are usually not onsite at the Facility to allow safe access to the Facility and due to safety concerns escorts are needed for County personnel, in which event the Agreement shall provide for notice and for the Owner and/or Lessee to provide escorts on a timely basis). 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 and Lessees of Facilities for which Abatement is granted will annually certify to taxing authorities that they are in compliance with the terms of the Agreement. In addition, such 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, Owners and/or Lessees, as applicable, will provide taxing authorities with a final report

(i) describing all property for which Abatement is granted, (ii) providing documentation of the final Capital Cost and (iii) certifying 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. Taxing authorities will periodically evaluate each Facility receiving Abatement to ensure compliance with the Agreement and report possible violations of the Agreement. Taxing authorities will have the right to audit the books and records related to the eligible property and supporting the eligible property reports.

C. Transfer or Assignment. An Agreement for Abatement may be transferred or assigned by the original Applicant to a new Owner/Lessor or Lessee of the same Facility only upon the approval of the Commissioners Court, which will not grant such approval without (i) sufficient proof of the financial capacity of the transferee or assignee and (ii) all conditions and obligations in the Agreement being guaranteed by the execution of a new Agreement with the County. No assignment or transfer will be approved if any party to the existing Agreement or any proposed new party is (i) liable to any jurisdiction in the County for outstanding taxes or other obligations or (ii) delinquent in the payment of ad valorem taxes to any taxing unit located in the County. Approval of a transfer or assignment will not be unreasonably withheld. In addition, the Agreement for Abatement for an Extraordinary Impact Project may allow for collateral assignment in connection with the financing of the Project without obtaining such approval; provided the assignee is not delinquent on any taxes to the County and the Owner, Lessor or Lessee, as applicable, provides written notice to the County within thirty (30) days.

X. Tax Abatement by Other Taxing Units

A. Other Taxing Entities. Section 312.206(a) of the Tax Code allows the County, when a municipality has entered into an Agreement with an Owner and/or a Lessee, to enter into an Agreement with the same Owner and/or Lessee under different terms and conditions than those contained in the municipality's Agreement with the Owner and/or Lessee. When an Application for Abatement is originated with a taxing entity other than the County, the taxing entity desiring the County to provide Abatement to the same Applicant will cause the Applicant to file an Application requesting Abatement with the County and such Application will include the information requested by the County for Abatements originating with the County and shall also include a copy of the Agreement between the Applicant and the municipality or other taxing entity and such other documentation as may be requested by the County. Such Abatements will be considered in accordance with the provisions of these Guidelines and Criteria.

B. No obligation. The acceptance of an Application for Abatement will not be deemed as an obligation whatsoever of the County to grant any Abatement of taxes. Nothing in these Guidelines and Criteria or in any prior Abatement action by the County will obligate the County to provide Abatement to party.

C. Taxing Unit With Tax Rate Set by Commissioners Court. Pursuant to Section 312.004 of the Tax Code, in the event the Commissioners Court enters into an Agreement for the County, it may also enter into an Agreement applicable to the same property on behalf of

a taxing unit other than the County if by statute the ad valorem tax rate of the other taxing unit is approved by the Commissioners Court or the Commissioners Court is expressly required by statute to levy the ad valorem taxes of the other taxing unit. The Agreement entered into on behalf of the other taxing unit is not required to contain the same terms as the Agreement entered into on behalf of the County.

XI. Sunset Provision

These Guidelines and Criteria are effective upon the date of their adoption and will remain in force for two years unless amended by three-quarters vote of the Commissioners Court, at which time all reinvestment zones and 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.

XII. 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.

EXHIBIT

FORM OF TAX ABATEMENT APPLICATION

HIDALGO COUNTY
APPLICATION FOR ECONOMIC INCENTIVE

I. APPLICANT INFORMATION

Applicant Name: _____ Date of Application: _____

Company/Project Name: _____

Mailing Address: _____ Office Phone: _____

_____ Mobile Phone: _____

E-Mail Address: _____ Fax Number: _____

Type of Entity: [ ] Corporation [ ] Partnership [ ] Proprietorship

[ ] Limited Liability Company [ ] Other (Specify)_____

State of Organization: _____

Applicant's Representative for contact regarding abatement request:

Name and Title: _____

Mailing Address: _____ Office Phone: _____

_____ Mobile Phone: _____

E-Mail Address: _____ Fax Number: _____

Property Owner Information (if applicant is not the owner of the property):

Property Owner: _____

Mailing Address: _____ Office Phone: _____

_____ Mobile Phone: _____

E-Mail Address: _____ Fax Number: _____

Type of Entity: [ ] Corporation [ ] Partnership [ ] Proprietorship

[ ] Limited Liability Company [ ] Other (Specify)_____

State of Organization: _____

Is there a lessee agreement between the owner and the applicant? [ ]Yes [ ]No

If yes, what is the agreement termination date? _____

II. TYPE OF INCENTIVE

___ Tax Abatement ___ 381 Agreement

III. PROPERTY AND PROJECT DESCRIPTION

Property Account Number(s): _____

Address and legal description of property to be considered for Tax Abatement

_____

_____

Project Description: _____

_____

_____

III. PROPERTY AND PROJECT DESCRIPTION (CON'T)

Description of activities, products, or services produced and/or provided at project location:

Specify whether any portion of the property is within an established reinvestment zone or enterprise zone.

State the location of the reinvestment or enterprise zone.

Current Assessed Value:

Real Property $_____ Personal Property $_____

Estimated start date of construction/site improvements: _____

Projected date of occupancy/commencement of operations at project site: _____

Location of applicant's existing facilities: _____

Requested level of Tax Abatement: _____% of eligible property for _____ years.

Explain why tax abatement is necessary for the success of this project. Include business pro-formas or other information to substantiate your request.

Is any tax currently being abated with respect to any portion of the property? [ ] Yes [ ] No

If yes, state the date the tax abatement was received. _____

Has tax abatement been granted by any other taxing entity? [ ]Yes [ ]No

If yes, what taxing entity is granting the tax abatement? _____

Will a tax abatement be requested for the project from any other taxing entities? [ ] Yes [ ] No

If yes, list the entities:

IV. PROJECTED VALUE OF PROPOSED IMPROVEMENTS

Estimated Value of Proposed Real Property Improvements $_____

Estimated Value of Proposed Personal Property Improvements $_____

Detail any direct benefits to Hidalgo County as a result of this project(i.e.,inventory tax,etc.)

V. PROJECTED NUMBER OF FULL-TIME JOBS CREATED

Current Company/Project Location Employment

Current Number of Employees: Full-Time_____ Part-Time_____

Number of employees transferring from other company locations: _____

New Employment of Hidalgo County Residents

Are the employees direct hire or are they contracted by a third party employment agency?

[ ] Direct Hire [ ] Third Party Employment Agency [ ] Both

Projected number of new full-time jobs created as a result of the proposed improvements. _____

Provide types of jobs created and average salary levels. _____

VI. ADDITIONAL INFORMATION (to be attached)

Attach additional criteria for abatement as required by the Hidalgo County Guidelines and Criteria Section IV.

_____ 1 Letter addressing section III (H) of the Hidalgo County Guidelines and Criteria.

_____ 2 Descriptive list of the improvements for which abatement is requested. List will include the class life of the improvements based on the Internal Revenue Service Code (Section 168) Modified Accelerated Cost Recovery System.

_____ 3 Description of methods of financing all estimated costs and the time when related costs or monetary obligations are to be incurred.

_____ 4 A five year history of financial statements and statements of revenue, expenses, net income and cash flow for the last five years of the project which has been audited, reviewed, or compiled by a Certified Public Accountant.

_____ 5 Plat/Map of Project Location with details as required by Section IV. (4).

_____ 6 Project time schedule for undertaking and completing the planned improvements.

_____ 7 Tax certificate verifying that no taxes are past due on property.

_____ 8 Correct legal description of the real property.

_____ 9 A copy of the underlying lease if applicant is a lessee of the facility.

_____ 10 Include a current copy of the Reinvestment Zone Map and identify the property location within the map.

_____ 11 Schedule showing the start date of annual payroll of new permanent positions, if applicable.

_____ 12 Provide copies of the immediately preceding quarterly reports filed with the Texas Workforce Commission, documenting the current number of permanent full-time employees.

_____ 13 Include a good standing certificate from the State of Texas, or the state where your company is organized.

_____ 14 Include any existing tax abatement agreements with respect to any property in Hidalgo County.

_____ 15 Include a check made payable to "Hidalgo County Treasurer" in the amount of $1,000.

Applicant understands and, by submitting an application agrees, that such fee is to partially offset the County's expenses in reviewing the Applicant's application and shall not be refunded in the event the application is withdrawn by Applicant or denied by the County.

In order to expedite the application process, all information listed above must be attached herein.

I certify the information contained in this application (including all attachments) to be true and correct to the best of my knowledge. I further certify that I have read the "Guidelines and Criteria for granting tax abatements in Hidalgo County, Texas" and agree to comply with the guidelines and criteria stated therein. I further understand Hidalgo County may request additional information as deemed necessary to determine eligibility.

_____ Signature

_____ Title

_____ Printed Name

_____ Date

Exhibit B

The Land

Account ID	Legal Description
1048774	NEWMAN'S, G.O SEC 2 - SW 1-4TH & SEC 6 - N1/2 LGE. 1, 480 ACS
988006	NEWMAN'S, G.O N1/2 SEC 1 LGE 2 320AC NET
1048774	NEWMAN'S, G.O SEC1-W1/2,SEC2-E1/2 & N1/2-SW 1/4,SEC7-E80AC-NE1/4 & W1/2- E1/2,SEC8-EXC 2AC 1591.68ACNET
1048774	NEWMAN'S, G.O SEC 8 LGE 3-2 AC OUT OF 640ACS 2 AC FOR BLDG
651640	NEWMAN'S, G.O SEC 2 LGE 2 N582.94'-S1171.88'-W1486.85' 20AC
608699	NEWMAN'S, G.O S117.22'-W113.60' & S50'-E5833.40' SEC 2 LGE 2 7.01AC NET
449293	NEWMAN'S, G.O E10/NW1/4 SEC 2 LEG. 2
562998	NEWMAN'S, G.O SE 1/4-SEC 3 LGE 1 EXC NE 1.50AC FOR IMP 158.50AC
650329	NEWMAN'S, G.O SEC 2 LGE 2 A/K/A TR 1&2 N1171.88'-S2343.76'-W1488.85' 40.0AC GR 38.92AC NET
975117	NEWMAN'S, G.O N526.25'-W2973.5' EXC S501.25'-W1630' SEC 7 LGE1 AKA TR 10 17.16AC GR 17.14AC NET
588601	NEWMAN'S, G.O SEC. 3 - SW1-4TH - 160. AC LGE. 160.00 ACS NET
265496	NEWMAN'S, G.O E10AC-NW40AC SEC 2 LGE 2 10AC
282800	NEWMAN'S, G.O SEC 7 640AC EXC 1.24AC H/S LGE 2 637.5AC
282800	NEWMAN'S, G.O SEC 7 1.24AC-640AC TR LGE 2 1.24AC NET
1003373	NEWMAN'S, G.O N1562.5' SEC 8 LGE 2 213.32AC GR 212.61AC NET A/K/A TR-1
1003373	NEWMAN'S, G.O S1953.11'-N3515.61' SEC 8 LGE 2 266.65AC GR 265.76AC NET A/K/A TR-2
350610	NEWMAN'S, G.O S390.63' SEC 8 LGE 2 53.33AC GR 50.43AC NET A/K/A TR-5
1031719	NEWMAN'S, G.O N210'-S2340.05'-E311.15'-SE 1/4-SEC 3 LGE 1 FOR IMPS
1044409	NEWMAN'S, G.O SEC 1-SE1/4 LGE 2 EXC S330'-N4151.45' & EXC N319.41'-S2293.75'-E1400' 139.73 AC
414161	NEWMAN'S, G.O S830'-W226.31'-E1124.75' EXC 1AC FOR IMPS & N308.2'-E1486.75' SEC 7 LGE 3 A/K/A TRS 1 & 2 13.832AC GR 13.406AC NET
946802	VALLEY FARMS N300'-W800' LOT 68 5.51 AC GR 5.37 AC NET
470641	VALLEY FARMS LOT 32 & 49 - 200. AC.
327178	NEWMAN'S, G.O S558.93'-N1611.43'-W2973.5' EXC S538.93'-W1630' SEC 7 LGE1 AKA TR 12 18.17AC GR 18.15AC NE
327178	NEWMAN'S, G.O S526.25'-N1052.5'-W2973' EXC N501.25'-W1630' SEC 7 LGE 1 AKA TR 11 17.16AC GR 17.14AC NET
938252	NEWMAN'S, G.O S208.715'-W200'-E828'-W1/2 SEC 7 LGE 3 0.96AC GR 0.87AC NET
409679	NEWMAN'S, G.O E379.70'-W2331.19'-N2294.44'-S2344.44' SEC 2 LGE 2 20.00AC
1054167	NEWMAN'S, G.O N436'-E1056.65' NE 1/4 LGE 1 SEC 3 AKA TR 5 10.58AC GR 9.65AC NE
1011670	TEX-MEX SURVEY W3475.2'- N3482' - SEC 29 T.C.R.R. 277.70 AC NET

965967	TEX-MEX SURVEY S220.22AC EXC W6829'-S1819.32'-SH 3 SEC 36 SE 521.20AC SH 3 EXC 100AC 356.20AC NET
951663	TEX-MEX SURVEY NE 145.5 AC OF SEC 29 & NW 123.1 AC OF SEC 36, 268.6 AC
1011365	TEX-MEX SURVEY W6829'-S1819.32' SH 3 SEC 29 285.22AC
682688	NEWMAN'S, G.O N721'-S771'-E1509.90' SEC 2 LGE 2 25AC GR 24.67AC NET
73062	NEWMAN'S, G.O SEC. 8 - NE 1-4TH - 160. AC. LGE 1, 160 AC NET
710987	NEWMAN'S, G.O SEC 7-1 AC-SW 1/4 160 AC LGE 1 1 AC
710987	NEWMAN'S, G.O SEC-7159 AC-SW 1/4 160 AC LGE1 159 AC
345206	NEWMAN'S, G.O SEC. 7, LGE. 3, SW 3 AC. OF S1/2 OF E 1-4TH, 3 ACS NET
431571	VALLEY FARMS LOT 88 LOT 93 200AC GR 196.68AC NET
679007	TEX-MEX SURVEY 1AC-IMPS-E4252.63' SEC 204 1.0 AC NET
679007	TEX-MEX SURVEY E4252.63' EXC 1.0-IMPS SEC 204 360.84AC NET
930978	NEWMAN'S, G.O SEC 8 LGE 1-S 320AC 320AC NE
532283	VALLEY FARMS S735.91'-N1471.88 LOT 90 40AC GR
532288	VALLEY FARMS S735.97'-E1183.74' LOT 91 20AC GR 19.46AC NET
693903	VALLEY FARMS LOT 91-S1471.94'-W1183.74' 40AC GR 39.46AC NET
534547	VALLEY FARMS LOT 91-2AC/E50AC 2.0AC NET
532286	VALLEY FARMS S368.04'-E1183.74' LOT 90 N367.93'-E1183.74' LOT 91 20AC GR
532287	VALLEY FARMS N735.97'-S1471.9'-E1183.74' LOT 91 20.00AC
128424	NEWMAN'S, G.O SEC 1-1AC/E200/N1/2 LGE 1 1AC 1AC NET
128424	NEWMAN'S, G.O SEC 1-E200/N1/2 EXC 1AC LGE 1 199 AC 199 AC NET
930978	LOS GUAGES & MAGUELLES SEC 33 W 1/2 - 320 AC
317104	VALLEY FARMS LOT 9-N95 AC 95 AC NET
703457	VALLEY FARMS LOT 12-S10, LOT 29-EXC 2AC
703457	VALLEY FARMS 2AC-100AC TR LOT 29 2.0AC NET
161058	TEX-MEX SURVEY 1AC/S50/N100 SEC 202 1.0 AC NET
161058	TEX-MEX SURVEY E50/N100 EXC 1.0AC SEC 202 49.0 AC NET
1006253	TEX-MEX SURVEY-S525.4'- N3610.7'- E1658' SEC 202 20AC NET
982829	VALLEY FARMS N1839.92'- E1578.32' LOT 92 66.66AC GR 64.33AC NET
1018275	VALLEY FARMS 200.00 AC EXC 2.00 AC & EXC 1.00 AC LOTS 69 & 72 197.00 AC NET
1018275	VALLEY FARMS 1.00 AC OUT OF 198.00 LOTS 69 & 72 1.00 AC NET
1018275	VALLEY FARMS LOT 89-1AC 1 AC NET
1018275	VALLEY FARMS LOT 89 EXC 1.0AC & W789.16' LOT 92 132.34AC GR 131.37AC NET
596357	TEX-MEX SURVEY 7AC/N137/S337-SEC 202 7.0 AC NET
596357	TEX-MEX SURVEY N110AC-N137AC SECTION 202 110 AC
128426	TEX-MEX SURVEY NE 1.0AC FOR H/S-4AC-S 50AC-N200AC SEC 202 1.0AC
128426	TEX-MEX SURVEY S50/S100/N200 EXC 4AC SEC 202 46 AC
128426	TEX-MEX SURVEY 4AC-S 50AC-S100AC-N200AC SEC 202 EXC 1AC FOR H/S 3.0AC
161060	TEX-MEX SURVEY SEC 202-2.67AC/S20AC 2.67 AC NET
559975	TEX-MEX SURVEY N1146.66'-S2173.6'-W1905.45 SEC 202 50.0 AC NET
259943	TEX-MEX SURVEY N50AC-S100AC-N200AC SEC 202 48.5 AC NET
593512	TEX-MEX SURVEY N50 AC SEC 202 50 AC NET

1043269	NEWMAN'S, G.O 5AC FOR TANKS & 1AC-NW 1/4; W160AC-N 1/2 EXC 33AC IN VAR TRS SEC 2 LGE 2 & NW120AC-E 1/2 & N80AC-W 1/2 SEC 3 LGE 2 329ACS NET
1043269	NEWMAN'S, G.O 5AC FOR TANKS & 1AC-NW 1/4; W160AC-N 1/2 EXC 33AC IN VAR TRS SEC 2 LGE 2 & NW120AC-E 1/2 & N80AC-W 1/2 SEC 3 LGE 2 329ACS NET
696095	NEWMAN'S, G.O SEC. 3 S240 AC OF W1/2 LGE 2 240 AC NET
161060	TEX-MEX SURVEY SEC 202-2.67AC/S20AC 2.67 AC NET
307713	TEX-MEX SURVEY EAST ARM SEC 202 65.07 AC GR 58.61 AC NET
1032283	VALLEY FARMS LOTS 51, 70 AND 71 299.99AC NET
999945	TEX-MEX SURVEY 1,897.8AC OF SEC 199;SEC 200;SEC 201 1,836.10AC NE
1042086	NEWMAN'S, G.O SEC LGE 3 319.88AC GR EXC N550'-S2052'-E526.58' & EXC W443'-E1243'-S180' 311.328 AC NET
1020391	NEWMAN'S, G.O N577'-S2343.47'-E1509.90' SEC 2 LGE 2 20AC GR 19.74AC NET
390159	NEWMAN'S, G.O SEC 2-N70 LGE 1 70.0 AC NET
450072	VALLEY FARMS LOTS 8 & 13 EXC 1.0 AC 199.0AC GR 197.32AC NET
450072	VALLEY FARMS 1.00 OUT OF 200.00 AC LOT 8 & 13 1.00 AC NET
482307	NEWMAN'S, G.O SEC 1 N100 AC. E1/2, LGE. 3
991063	NEWMAN'S, G.O S1054.76'- N2519.70'- E2973.50' LGE 3 SEC 1 72AC GR 71.52AC NET
345209	NEWMAN'S, G.O SEC 8 1AC-E 1/2-S 1/2 LGE 4 1.0 AC NET
991051	NEWMAN'S, G.O N1113.04'- S2167.80'- E2973.50' SEC 1 LGE 3 75.98AC GR 75.47 AC NET
722375	NEWMAN'S, G.O SEC 6-1AC OUT OF SE1/4 & SW1/4 LGE 1 1AC NET
932270	NEWMAN'S, G.O SEC 6-SW1/4 & SE1/4 EXC 31AC LGE 1 289 AC NET
661004	NEWMAN'S, G.O SW 1/4 SEC 1 LGE 2 160 AC NET
991053	NEWMAN'S, G.O S1054.76'- N4687.50'- E2975.50' LGE 3 SEC 1 72AC GR 71.52AC NET
1050158	VALLEY FARMS LOTS 10 & 11 200AC NET
458573	NEWMAN'S, G.O W361.5'- N361.5' NW 1/4 SEC 2 LGE 2 3.0 AC NET
973297	NEWMAN'S, G.O E828'-S740.36'-W1/2 EXC W200'-S208.715' SEC 7 LGE 3 13.11AC GR 12.83AC NET
984828	NEWMAN'S, G.O SEC 1 - 4AC-SE 1/4 LGE 2 S330'-N4151.45' 10.30 AC GR 10.0 AC NET
265487	NEWMAN'S, G.O N390.63'-S1171.89' SEC 8 LGE 2 53.33AC GR 53.16AC NET A/K/A TR-3
694423	NEWMAN'S, G.O SEC 3-NW1/4 & 1/2 UND INT NE1/4 LGE 1 AKA TR 6 W514'-E1570.65' N849' 10.02AC NET
694423	NEWMAN'S, G.O S435'-N1334'-E1143.65'-NE 1/4 LGE 1 SEC 3 AKA TR 3 11.42 AC
960312	NEWMAN'S, G.O N 1/2 SEC 6 LGE 2 1/3 UND INT 320AC 106.67AC NET
960312	NEWMAN'S, G.O N 1/2 SEC 6 LGE 2 1/3 UND INT 320AC 106.67AC NET
960312	NEWMAN'S, G.O N 1/2 SEC 6 LGE 2 1/3 UND INT 320AC 106.67AC NET
996441	NEWMAN'S, G.O SEC 2- N100-E1/2. 100.00AC LGE 1
1018134	VALLEY FARMS LOT 90 S368.04'-W1183.74' & N367.93'-W1183.74' LOT 91 20AC GR
1000679	NEWMAN'S, G.O S585.94'-W1486.85' EXC AN IRR TR S117.23' SEC 2 LGE 2 18.05AC GR 17.60AC NET
997646	NEWMAN'S, G.O SEC 1-W40AC-W120AC-N1/2 LGE 1 38.55 AC NET
997646	VALLEY FARMS LOT 33-S1/2 LOT 48 EXC 3.0 AC & EXC N 24 & EXC S 24.0 AC 99.0 AC NET
997646	VALLEY FARMS LOT 48-3AC/100AC TR 3.0AC NET

396222	NEWMAN'S, G.O S2035.53'-E1486.75' EXC S418.85'-W312' & EXC S830'-W226.31'-E1124.75' SEC 7 LGE 3 AKA TR-3 62.163AC GR 60.056AC NET
73047	NEWMAN'S, G.O SEC 1-W40AC/E80AC/W120/N1/2 LGE 1 39.66 AC NET
114895	VALLEY FARMS LOT 28 & N1/2 33-150. AC
167430	VALLEY FARMS N24AC BEING PT OF S 1/2-LT 33 & LOT 48 24.0AC NET
167430	VALLEY FARMS S 24.0 OF N 48.0 AC BEING S 1/2 OF LOT 33 & ALL LOT 48 24.0 AC NET
601348	VALLEY FARMS 99ACRES-LOT 73
128419	TEX-MEX SURVEY W 100.0 AC OUT OF E 469.94 AC SEC 204 100.0 AC NET
161066	TEX-MEX SURVEY W0.50AC FOR H/S-1.0AC-200AC-W PT SEC 204 0.50AC
161066	TEX-MEX SURVEY W200.0AC EXC 1.0AC-H/S OUT OF W PT SEC 204 199.0 AC NET
161066	TEX-MEX SURVEY E 0.50AC FOR IMPS 1.0AC-200AC-W PT SEC 204 0.50AC
163007	LOS GUAGES & MAGUELLES SEC 28 W 1/2, ALL SEC 30 960 AC
310602	TEX-MEX SURVEY SEC 30, SEC 35 & SEC 198 DRYLAND 1627.00 ACS NET
982234	NEWMAN'S, G.O 264.11AC W1/2 SEC 7 LGE 3 EXC 3.75AC FOR HS 260.88AC NET
982234	VALLEY FARMS LOT 9-S5AC & LOT 12-N90 AC 95 AC NET
982234	VALLEY FARMS LOT 52, LOT 53 & LOT 68 EXC N300'-W800'-LOT 68 287 AC NET
982234	NEWMAN'S, G.O S1171.88'- W2974.10' SEC 1 LGE 1 80AC
937031	NEWMAN'S, G.O S401'-N426'-W1630' SEC 7 LGE 1 15.01 AC GR 14.64 AC NET
724814	NEWMAN'S, G.O W1621.80'-E3615.82'-N2294.44'-S2344.44' LGE 2 SEC 2 85.43AC NET
967151	NEWMAN'S, G.O E464.64'-W1951.49'-N2393.75'-S2343.75' SEC 2 LGE 24.47AC
599984	NEWMAN'S, G.O N585.94'-W2974.10' SEC 8 LGE 1 40AC NET
602689	NEWMAN'S, G.O W2974.10'-S585.94'-N1171.88' SEC 8 LGE 1 40.00AC GR 39.73AC NET
379329	TEX-MEX SURVEY W2799.33'-N4355.44' SEC 210 279.89AC NET
379329	TEX-MEX SURVEY SEC 205, 208 & 209 2013.37 AC GR 2001.43 AC NET
379329	TEX-MEX SURVEY ALL LOTS 206 & 207 1413.61 AC GR 1406.35 AC NET
429713	NEWMAN'S, G.O 6.685AC-N550'-S1593.59'-E882.04' EXC S381.42'-W195' & S83.95'-E295' & N200.68'-E265' SEC 1 LGE 1
368885	NEWMAN'S, G.O N1171.88'-S2343.76'-W2974.10'&N1046.22'-S2343.66'-W1496.82'-E2973.46'EXC S751.37'-E538.76'&N294.85'-S2343.76'-E1476.64' EXC 5AC SEC 1 LGE 1 111.66AC
559360	NEWMAN'S, G.O 1.75AC OUT OF N550'-S1593.59'-E882.04' SEC 1 LGE 1 1.75AC NET
368885	NEWMAN'S, G.O 5AC-N1171.88'-S2343.76'-W2974.10'&-N1046.22'-S2343.66'-W1496.82'-E2973.46'EXC S751.37'-E538.76'&-N294.85'-S2343.76'-E1476.64' SEC 1 LGE 1
431322	NEWMAN'S, G.O N542.34'-S1097.44'-W2286.42'-E2933.46'EXC E195'-S404.44'&N549.73'-S1043.59'-E882.04'EXC W587.04'-N83.95' SEC 1 LGE 1 36.66AC
1051715	NEWMAN'S, G.O 0.50AC HS-S555.10'-E2091.42'-W2933.46' & -S493.66'-E842.04' SEC 1 LGE 1
1051715	NEWMAN'S, G.O AN IRR TR N341.65'-S1316.5'-E687.21' EXC S83.95'-E295' SEC 1 LGE 1 4.94AC NET
143451	NEWMAN'S, G.O N1171.88'-S3515.64'-W2974.10' SEC 8&S555.10'-E2091.42'-W2933.46'&S493.66'-E882.04' SEC 1 LGE 1 EXC 0.50AC HS 116.16AC
1059156	NEWMAN'S, G.O 36.66AC-IRR TRS-E2933.46' SEC 1 LGE 1 AC 36.66AC
732163	NEWMAN'S, G.O SEC 2-S100/E1/2 LGE 1 100 AC NET
245256	NEWMAN'S, G.O S1054.76'- N4687.50'- E2975.50' LGE 3 SEC 1 72AC GR 71.52AC

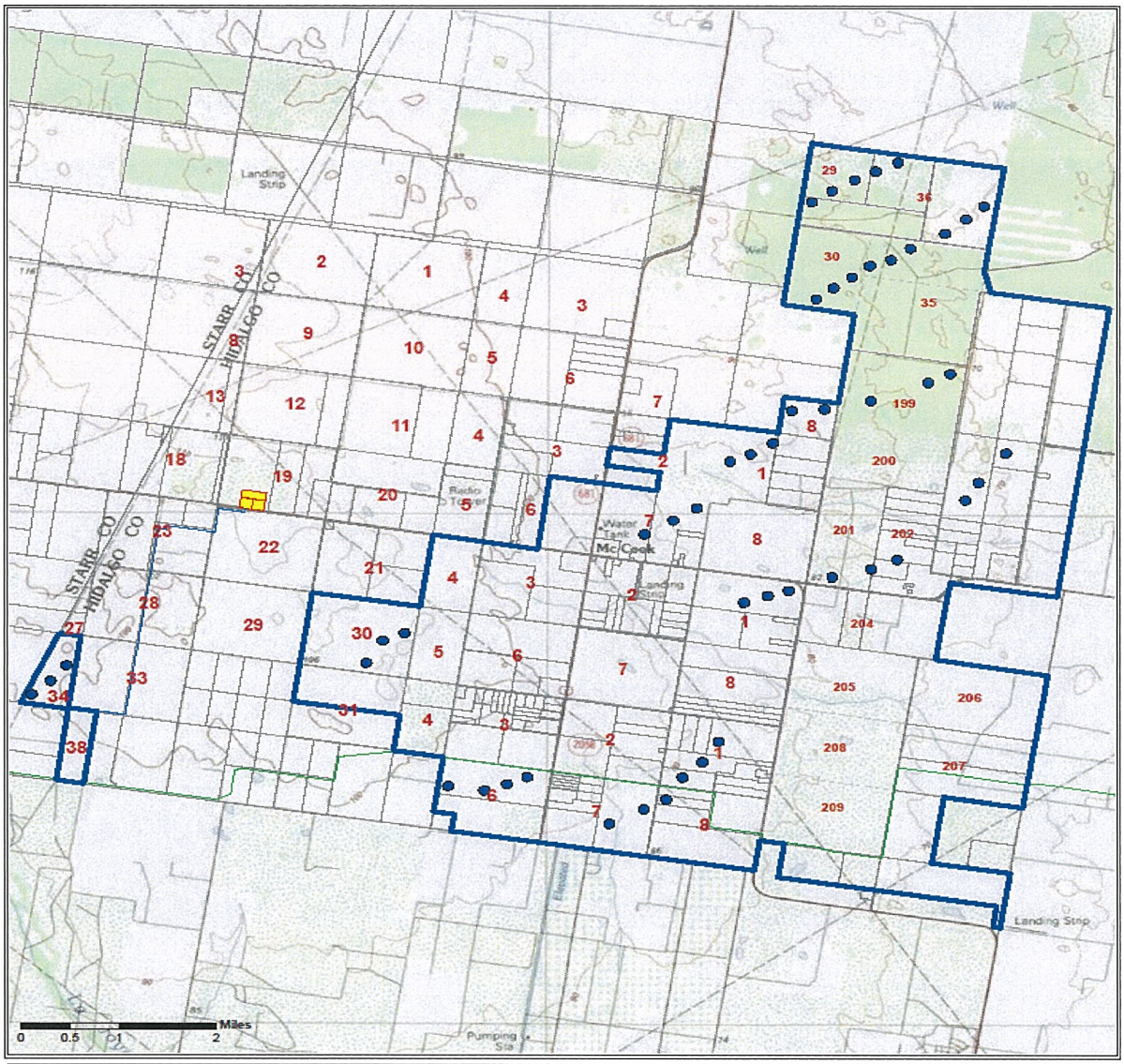
	NET
143475	NEWMAN'S, G.O S1171.88'-E1486.75' SEC 6 LGE 2 38.23AC NET
945292	NEWMAN'S, G.O SEC 3 2AC/S1/2/E1/2 LGE 2 2 AC N
518681	NEWMAN'S, G.O SEC 6-SE 1-4TH - 160. AC. LGE. 2 EXC E680'-N250'-S938' & EXC S1171.88' - E1486.75 112.83AC NET
73061	NEWMAN'S, G.O SEC 7-NW 1/4 39.00AC EXC 1AC LGE 1 39.00AC
73061	NEWMAN'S, G.O SEC 7-1.00AC-NW 1/4 160AC LGE 1 1.00AC
73068	NEWMAN'S, G.O SEC 6-SW1-4TH LGE NO 2 160 AC 157.55 AC NET
451899	NEWMAN'S, G.O SEC 3-S1/2/E1/2 EXC 4AC LGE 2 156 AC NET
366381	NEWMAN'S, G.O N390.6'-S781.26' SEC 8 LGE 2 53.33AC GR 53.16AC NET A/K/A TR-4
1003229	NEWMAN'S, G.O 0.50AC-1AC-SE 1/4 SEC 3 LGE 3 0.50AC NET
114914	NEWMAN'S, G.O SEC 3 LGE 2 NE1/4-NE1/4 EXC 7AC FOR GIN & EXC 1.0AC 32.00AC NET
67207	LOS GUAGES & MAGUELLES SE 1/4 SEC 28 160.0 AC NE 1/4 SEC 28 160.0 AC E 1/2 SEC 33 320.0 AC 640.0 AC
67207	LOS GUAGES & MAGUELLES SE 1/4 SEC 28 160.0 AC NE 1/4 SEC 28 160.0 AC E 1/2 SEC 33 320.0 AC 640.0 AC
1049825	NEWMAN'S, G.O S401'-N1027.5'-W1630' SEC 7 LGE 1 15.00 AC GR 14.63 AC NET
635783	VALLEY FARMS LOT 30,31,50-300. AC.
678502	NEWMAN'S, G.O SEC 3-NW1/4 LGE 1 64.38AC
678502	NEWMAN'S, G.O SEC 3-NW1/4 LGE 1 64.38AC
679956	NEWMAN'S, G.O SEC 3 LGE 1 N W1/4 AKA TR 16 N782'-W557.5' 10.00AC GR 9.38 AC NET
678502	NEWMAN'S, G.O SEC 3-NW1/4 LGE 1 64.38AC
1003713	NEWMAN'S, G.O S413'-N849'-E1056.65' NE 1/2 LGE 1 SEC 3 AKA TR 4 10.02 AC GR 9.64 AC NET
679956	NEWMAN'S, G.O SEC 3 W1455'-E2598.65'-S280'-N1664' & E1193.65'-S50'-N1434' LGE 1 AKA TR 28 10.69 AC GR 10.64 AC NET
678502	NEWMAN'S, G.O SEC 3 NE1/4 LGE 1 3 TRACTS 5.51AC NET
558361	NEWMAN'S, G.O N2294.44'-S2344.44'-W484.12'-E1994.02' SEC 2 LGE 2 25.50AC
558361	NEWMAN'S, G.O N418.32'-S1189.32'-E1509.90' SEC 2 LGE 2 14.50AC GR 14.31AC NET
990168	LOS GUAGES & MAGUELLES SEC 34 PT IN DIST 205.38 AC
657391	NEWMAN'S, G.O N577'-S1766.47'-E1509.90' SEC 2 LGE 2 20.00AC GR 19.74AC NET
1052708	LOS GUAGES & MAGUELLES W1486.75' SEC 38 160AC
73048	NEWMAN'S, G.O SEC 1-E40AC/W120/N1/2 LGE 1 39.66 AC NET
947103	NEWMAN'S, G.O 294ACS SEC 4 & 294ACS SEC 5 LGE 2 5.88AC GR 576.27AC NET
947103	NEWMAN'S, G.O 185AC-294AC SEC 4 LGE 1 185AC GR 182.31AC NET
947103	LOS GUAGES & MAGUELLES SEC 31 - N 1/2 - 320 AC
947103	NEWMAN'S, G.O NW 1/4-SEC 2 LGE 1 160AC
532281	VALLEY FARMS N 735.97' LOT 90 40AC GR
959281	NEWMAN'S, G.O E 1/2 SEC 7-LGE 1 319.89AC GR 319.07AC NET
933029	NEWMAN'S, G.O UND 1/2 INT SEC 7 SW1/4-SW1/4 EXC 13.715 AC LGE 3 13.715 AC NET
933029	NEWMAN'S, G.O SEC 7 SW1/4-SW1/4 EXC 16.715AC LGE 3 10.715AC NET
933029	NEWMAN'S, G.O SEC 7 1 AC -SW 1/4 SW 1/4 LGE 3 1 AC NET

933029	NEWMAN'S, G.O 0.50AC FOR IMPS-SW 1.50AC SEC 7 LGE 3 0.50AC NET
933029	NEWMAN'S, G.O 1AC FOR HS-SW 1.50AC SEC 7 LGE 3 1.0AC NET
597038	NEWMAN'S, G.O SEC 7 LGE 3 W700'-N250.58'-S565.53'&W189'-N14'-S446' 3.00AC

EXHIBIT
C

Hidalgo County
Project Property

Map depicting land parcels and project infrastructure



- Turbines (052)
- HDL_100MW_ExpBoundary (10/2015)
- Project Interconnection Line
- ETT Laredo - North Edinburg 345 kV
- Project Substation Facility
- Landowner Parcels

Author: SFK
Date / Time: 03 December 2015 / 10:54 AM
Version: n/a

Datum: North American 1983
Projection: NAD 1983 StatePlane Texas South FIPS 4205 Feet
Scale: 1:87,749

Sources: EDPR, ESRI

edp renewables

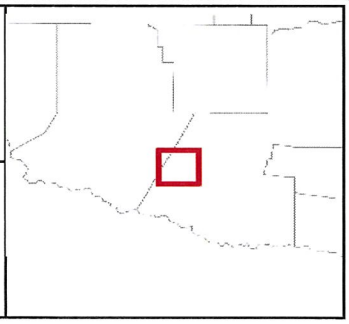


Exhibit D

Schedule of Building, Improvements, and Eligible Personal Property for the New Facility

- Approximately 50 Vestas V110 2.0 MW turbines and supporting towers;
- Approximately 50 reinforced concrete foundations supporting the turbines and turbine towers;
- Underground and overhead electrical collections system for transporting electricity from turbines to the project substation;
- 345 kV transmission line to the interconnect switchyard;

Exhibit E

FIRST AGREEMENT

(Phase I)

TAX ABATEMENT AGREEMENT BETWEEN HIDALGO COUNTY, TEXAS

AND

HIDALGO WIND FARM LLC

This Tax Abatement Agreement ("**Agreement**") is entered into effective as of December 22, 2014, by and between Hidalgo County, a political subdivision of the State of Texas ("**County**") duly acting herein by and through its duly authorized representatives, pursuant to an order dated December 22, 2014, by the Hidalgo County Commissioners Court ("**Commissioners Court**"), and Hidalgo Wind Farm LLC, a Delaware limited liability company ("**Company**").

WITNESSETH:

WHEREAS, on the 16th day of December, 2014, County adopted Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, attached hereto as **Exhibit "A"** and incorporated herein for all purposes (the "**Guidelines and Criteria**"); and

WHEREAS, the Land (as defined below) is within an area designated as an Enterprise Zone under the Texas Enterprise Zone Act, Subchapter C, V.A.T.C., Texas Government Code §2303 et seq., as amended, which area is therefore designated as a reinvestment zone ("**Zone**"), by the Property Redevelopment and Tax Abatement Act, Subchapter C, V.A.T.C., Texas Tax Code §312 et seq., as amended ("**Act**"); and

WHEREAS, the Guidelines and Criteria govern tax abatement agreements to be entered into by County under the Act; and

WHEREAS, in order to maintain and enhance the commercial and industrial economic and employment base of County, it is in the best interest of County to enter into this Agreement in accordance with said Act; and

WHEREAS, Company intends to develop a wind power project, in Hidalgo and Starr Counties, Texas (the "**Hidalgo/Starr Wind Farm**", and the portion of the Hidalgo/Starr Wind Farm located in Hidalgo County, the "**Project**"), on the property designated on the map included in **Exhibit "C"**, approximately 100 megawatts of which will be located in Hidalgo County; and

WHEREAS, Commissioners Court finds that the contemplated use of the Land, the contemplated improvements Company will construct on the Land, which will require expenditures by Company in the minimum amount as set forth in this Agreement and projected expenditures by Company in the County in excess of one hundred million dollars, and the other terms hereof are consistent with encouraging development of the Zone in accordance with the purposes for its creation and are in compliance with the Act; and

WHEREAS, Company has submitted evidence to the County that the economic life of the Facility and eligible property exceeds the duration of the proposed tax abatement, and based on such evidence and the representations contained herein Commissioners Court has determined, in accordance with the Guidelines and Criteria that the economic life of the Facility and eligible property exceeds the duration of the tax abatement granted herein; and

WHEREAS, Commissioners Court has determined that it would be in the best interest of County to enter into an agreement with Company, pursuant to the Act, to abate a portion of the value of the improvements Company constructs on the Land, as well as a portion of the value of all personal property located on the Land and used in connection with operations on the Land that is eligible for abatement under the Guidelines and Criteria, excluding the Land itself (such improvements and personal property eligible for abatement hereunder are hereafter referred to as the "**Facility**," as described more specifically in **Exhibit "D"**).

NOW, THEREFORE, County for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged (which consideration includes the attraction of major investment in the Zone and the expansion of primary employment that contributes to the economic development of County and the enhancement of the tax base in County, and Company for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged (which consideration includes the tax abatement set forth herein, as authorized by the Act), do hereby contract, covenant and agree as follows:

ARTICLE I

GENERAL PROVISIONS

1.01 Terms defined in the Guidelines and Criteria and used herein shall have the meaning given such terms in the Guidelines and Criteria unless otherwise defined herein.

1.02 Company represents and warrants that (i) Company is the Owner (as such term is defined in the Guidelines and Criteria) of the Facility and (ii) except as noted in the next sentence Company has, or will have prior to commencement of the Abatement Period, long-term lease interests and easement rights in the land on which the Facility will be located ("**Land**"), which is legally described in **Exhibit "B"**, which is attached hereto and is made a part hereof for all purposes. Company represents and warrants that with respect to two parcels of the Land (which are indicated on Exhibit B), Company will be the fee owner of a portion of such parcel of the Land to be determined in the future and shall own a leasehold interest on all of such parcel of the Land not so owned by Company. Company is not, however, requesting a tax abatement hereunder on the Land.

1.03 Notwithstanding anything to the contrary contained herein, the abatement granted in this Agreement only applies to the abatement of newly created value (as defined in the Guidelines and Criteria) resulting from improvements after the date hereof that Company makes to the Land and eligible personal property Company purchases and installs or builds upon the Land in constructing the Facility in accordance with the terms hereof, and excludes the value of the Land. The Project, the Facility and the Land are located within the Zone and are within County's taxing jurisdiction. Company understands and agrees that the portions of the Hidalgo/Starr Wind Farm located outside of Hidalgo County are not considered part of the Project, the Facility or the Land for purposes of this Agreement.

1.04 Company understands that, in accordance with the Guidelines and Criteria, tax abatements are granted by County based on the Capital Cost of the improvements made

or on Jobs created, and as this Project is not expected to qualify based on Jobs created, that the tax abatement hereunder shall be granted based on the Capital Cost of improvements made on or after the date of execution of this Agreement by the Project as a whole as may be reasonably determined by the Hidalgo County Appraisal District and County.

1.05 Company represents and warrants that the Land is not included in an improvement project financed either in whole or in part with tax increment bonds or notes.

1.06 This Agreement is entered into subject to the rights of holders of outstanding County bonds.

1.07 Company represents and warrants that no interest in the Land or the Facility is presently owned or leased by a member of Commissioners Court, and Company agrees that it shall not sell or lease an interest in the Land or the Facility to any County officer or employee, or any member of the governing body of any taxing unit joining in or adopting this Agreement, until the earlier of the expiration of the Abatement Period (as defined in Section 3.02) or the termination of this Agreement.

1.08 Company represents and warrants as follows:

(a) with respect to the Hidalgo/Starr Wind Farm, Company has not executed or received, as of the date of this Agreement, a tax abatement or other economic development incentive or agreement with or from any government body other than County; except for (i) the tax abatement agreement executed as of March 24, 2014, with Starr County, Texas, between Company and Starr County for the portion of the Hidalgo/Starr Wind Farm located in Starr County and (ii) Company has applied for economic development incentives from Edinburg Consolidated Independent School District and Rio Grande City Consolidated Independent School District.

(b) Company filed the application for tax abatement with County prior to commencement of construction as defined in Section IV.A.(1)(a)-(f) of the Guidelines and Criteria and that such commencement has not yet occurred;

(c) Company is duly qualified to conduct business in Texas, including, without limitation, building the improvements and operating the Facility;

(d) this Agreement constitutes the valid and enforceable obligation of Company in accordance with its terms; and

(e) Company has all necessary right, title, license and authority to enter into this Agreement and the execution and performance of this Agreement by Company have been duly authorized by all necessary laws, resolutions and corporate or other entity action.

1.09 Company has provided tax certificates verifying that no taxes are past due with respect to all real property owned by Company within the Zone and agrees not to allow any taxes on real property it owns within the Zone to become past due, subject only to timely appeals during the

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pendency of such appeal, during the term hereof. The County is not requiring Company to produce tax certificates with respect to real property owned by other parties.

ARTICLE II

IMPROVEMENTS; JOBS

2.01 (a) Company agrees to construct or cause to be constructed an Eligible Facility (as defined in the Guidelines and Criteria) on the Land, and to acquire, construct, or cause to be constructed real property improvements, machinery, and equipment necessary to operate the Facility.

(b) The cost of the real and personal property improvements Company proposes to make on the Land and that are eligible for abatement in accordance with the Guidelines and Criteria (which real and personal property is described in the definition of the Facility in Exhibit D hereto), including architectural and related fees, shall be approximately One Hundred Fifty Million Dollars ($150,000,000), at least One Hundred Million Dollars ($100,000,000) of which is expected to be listed on Hidalgo County Appraisal District's tax rolls. For the avoidance of doubt, Company agrees that, at a minimum, Capital Costs (as that term is defined in the Guidelines and Criteria) of the Facility will exceed Twenty Five Million Dollars ($25,000,000) and therefore qualifies as an Extraordinary Impact project (as such term is defined in the Guidelines and Criteria). The approximate location of the Facility is reflected on a preliminary site plan attached hereto as Exhibit "C" and made a part hereof for all purposes. Company reserves the right to revise the attached preliminary site plan as Company deems necessary and appropriate.

(c) Company represents and warrants that the Facility is expected to create three (3) new Jobs (as defined in Section II.R. of the Guidelines and Criteria). Company currently offers, and agrees to maintain during the Abatement Period, a competitive compensation and benefits package with respect to all jobs at the Facility, in accordance with wind energy industry practices.

2.02 Company shall submit, which may be through use of an agent, reports to County in accordance with Section IX.B. of the Guidelines and Criteria.

2.03 Company covenants and agrees that the Facility shall be a renewable energy facility. Attached hereto as **Exhibit "D"** is a schedule of improvements, equipment, machinery, and eligible personal property that Company will construct or purchase and install to develop the Facility, subject to improvements to facilitate power storage, and such non-substantive changes as Company may determine in its sole discretion are necessary during the course of construction of the Facility on the Land. Company agrees to continuously operate the Facility on the Land during the Abatement Period; provided, however, that failure to operate continuously due to a contingency, cause, action, or event described in Sections 5.02 (1), (4), (5), or 5.06 shall not constitute a breach of this Agreement except as may be provided in those provisions.

2.04 Company covenants and agrees to begin constructing the Facility in the Zone on or before October 15, 2016.

MW

2.05 Company represents that the economic life of the Facility and eligible property will exceed ten years. Based on such representation and evidence submitted by Company to the County, the County determines in accordance with the Guidelines and Criteria that the economic life of the Facility and eligible property exceeds ten years.

ARTICLE III

PROPERTY SUBJECT TO TAX ABATEMENT

RATE OF TAX ABATEMENT

TERM OF TAX ABATEMENT AND RELATED PROVISIONS

3.01 Subject to the terms of this Agreement, County shall abate Company's County ad valorem taxes in each year of the Abatement Period in an amount equal to the Tax Abatement Percentage (as defined below) multiplied by the Facility's newly created value determined in accordance with the Guidelines and Criteria, but only to the extent that such newly created value is reflected on County's tax rolls in each such year.

3.02 The applicable Tax Abatement Percentage under this Agreement shall be in accordance with the Guidelines and Criteria and shall be fixed by the parties through an addendum to this Agreement after evidence of the Capital Cost of the improvements constructed or installed by Company for the Facility is certified by Company and approved by County. Based on the projected amount to be invested in the Project, the Company and County anticipate that the applicable Tax Abatement Percentage pursuant to the Guidelines and Criteria in each year of the Abatement Period will be the maximum Tax Abatement Percentage (eighty percent (80%)) of the newly created value. In the event the initial Capital Cost qualifies the Facility for less than the maximum Tax Abatement Percentage, additional investments constituting Capital Costs that are made in accordance with this Agreement may be added to the initial Capital Cost, and such revised Capital Cost shall be used to determine the applicable Tax Abatement Percentage for the remainder of the Abatement Period commencing with the first ad valorem tax year commencing after such revised Capital Cost is certified by Company and approved by County. Any such increase in the Tax Abatement Percentage shall be fixed by the parties through an additional addendum to this Agreement after evidence of the additional Capital Cost of the additional improvements constructed or installed by Company for the Facility is certified by Company and approved by County.

3.03 The abatement of ad valorem taxes shall be for a period (the "**Abatement Period**") that shall

(a) commence on the commencement of the first ad valorem tax year after each of the following events have occurred:

(i) construction of the Facility has been completed,

(ii) Company has provided documentation confirming the Capital Cost of the Project and the number of Jobs created;

(iii) the Capital Cost or Jobs created meets or exceeds the minimum amount required by the Guidelines and Criteria for granting tax abatements; and

(iv) the newly created value may be ascertained from the tax rolls of the Hidalgo County Appraisal District, and

(b) end on the earlier of:

(i) ten (10) years following such commencement,

(ii) December 31, 2030,

(iii) the occurrence of any event which would terminate this Agreement by operation of law,

(iv) Company's breach of any provision of this Agreement, which breach is not cured within the Cure Period, (as defined below), or

(v) Company's failure to comply with any provision of the Guidelines and Criteria as discussed in Article V of this Agreement.

3.04 The percent of increase in newly created value (as reflected in the tax rolls of the Hidalgo County Appraisal District) to be abated (the **"Tax Abatement Percentage"**) is the greater of the abatement percentage determined by the Capital Cost involved in the Project, or the abatement percentage determined by the number of full-time jobs created, as set forth in the following table:

Percent of Increase in Newly Created Value To be Abated	Capital Cost of the Project	Number of Jobs Created
0%	Less than $1,500,001	0-25
25%	$1,500,001 up to and including $5,000,000	26-50
50%	Over $5,000,000 up to and including $10,000,000	51-100
80%	Over $10,000,000	101 or more

The estimated value of the abatement (as such term is defined below), based on the Company's good faith estimate of how the Hidalgo County Appraisal District will value the eligible improvements, is Four Million Six Hundred Eighty Two Thousand Two Hundred Forty Dollars ($4,682,240.00). **"Estimated value of the abatement"** means the additional property taxes that would be due to the County from the Company but for the tax abatement granted in this Agreement.

3.05 This Agreement does not change any right of Company to protest or contest, in accordance with applicable law, any and all appraisals of, or assessments of taxes on, the Facility, and the tax abatement provided for herein for such Facility shall be applied to the amount of taxes finally determined as a result of such protest or contest, to be due for such property.

ARTICLE IV

FILING OF PLANS, CERTIFICATION OF COSTS, COUNTY ACCESS TO PREMISES AND USE OF PREMISES AND IMPROVEMENTS

4.01 Company shall file construction plans for the Facility with County by June 1, 2016. The construction plans as filed shall be deemed to be incorporated herein by reference and made a part hereof for all purposes, and the Facility shall be completed in substantial conformity to said plans. Company may elect to amend or modify the construction plans, provided the amendments or modifications comply with all applicable codes, rules and ordinances, and are not otherwise contrary to this Agreement.

4.02 Upon completion of the Facility, Company shall file (i) "as built" construction plans with County, which plans shall detail improvements (which shall be certified by the architect if Company uses an architect) on the Land, including purchases of personal property and related expenditures made to construct the Facility, (ii) the manufacturer's certificate of completion with respect to the manufacture of the wind turbines installed at the Facility and (iii) the general contractor's certification as to the completion of construction of the Facility (including the detail specified above). At the time of filing the as built construction plans, Company shall also provide County with reports as required by Section IX.B. of the Guidelines and Criteria. On or before January 31, of each year of the Abatement Period (and the year immediately following the end thereof), Company shall provide County with reports supporting job creation as of December 31 of each year of the Abatement Period, as required by Section IX.B. of the Guidelines and Criteria. On an annual basis, Company shall also provide County a detailed list of Company's eligible personal property at the Facility and the estimated value of each item.

4.04 Company agrees to supply audited reports to the County and the Hidalgo County Appraisal District to establish the construction cost of improvements constructed pursuant to this Agreement and/or the jobs created.

4.05 Company represents that it anticipates that appropriate personnel to escort County personnel will not always be available onsite to allow safe access to the Facility for inspections. In order to facilitate inspections, Company agrees to provide County employees and/or designated representatives of the County escorted access to the Facility during the term of this Agreement, including the Abatement Period, with at least two (2) business days' advanced notice, to inspect the Facility and the Land to determine if Company is in compliance with the terms and conditions of the Agreement. Upon completion of construction, County has the right to annually evaluate the Facility to ensure compliance with the Agreement. Company shall provide County with an escort for all such inspections.

ARTICLE V

BREACH

5.01 In the event Company fails to commence constructing the Facility in the Zone on or before October 15, 2016, this Agreement shall terminate effective as of the original date of this Agreement and County shall be entitled to recapture and collect payment of all ad valorem taxes abated under this Agreement by any and all means allowed by law, and as provided herein.

5.02 In the event the Facility is completed and begins operation, and Company:

1. voluntarily ceases to operate the Facility for a continuous period of eighteen (18) months;

2. allows ad valorem taxes owed to County to become delinquent;

3. relocates the Facility or the job creating activity outside the Zone;

4. breaches or fails to comply with any material term, condition, or representation contained in this Agreement; or

5. uses or allows the use of the Facility for any purpose not related to the generation, storage and/or transmission of renewable energy for a period greater than 180 days in any calendar year of the Abatement Period,

County may elect to terminate this Agreement and recapture abated taxes in accordance with Section 5.05 of this Agreement and the Guidelines and Criteria, unless such breach is cured within the Cure Period, as defined in Section 5.03. Company shall pay recaptured taxes to County within sixty (60) days from the date the Agreement terminates.

5.03 Should County determine that Company has breached this Agreement or the Guidelines and Criteria, County shall notify Company in writing via certified or registered mail to the following address:

Leslie Frieman
General Counsel
Hidalgo Wind Farm, LLC
808 Travis Street, Suite 700
Houston, Texas 77002
Email: legalnotices@edpr.com

with a courtesy copy to:

Renn Neilson
Baker Botts L.L.P.
910 Louisiana Street
Houston, Texas 77002

or to such other address, or to the attention of such person, as Company may, from time to time, designate in writing. If such breach is not cured within sixty (60) days from the date of such

notice (the "**Cure Period**"), then this Agreement may be terminated by order of the Commissioners Court.

5.04 If Company and County disagree as to whether a breach has occurred or been timely cured, venue for an action to determine Company's and County's rights will lie in Hidalgo County, Texas. The period for Company to cure any breach of this Agreement shall be tolled from the filing of any official action to resolve questions arising from an attempt at cure to the final resolution of any such action.

5.05 If County terminates this Agreement, County shall have the right to recapture a percentage of the total taxes previously abated in accordance with the recapture schedule in Section VIII of the Guidelines and Criteria.

5.06 Notwithstanding any other provision of this Agreement, County may not terminate this Agreement if Company's breach is caused by force majeure and Company cures such breach within ninety (90) days following the end of the force majeure event. Force majeure means any contingency or cause beyond Company's control, including, without limitation, acts of God or public enemy, war, sabotage, vandalism, riot, civil commotion, insurrection, governmental acts, fires, storms, explosions, floods, tornadoes, strikes, and broad-based extraordinary economic events.

ARTICLE VI

SALE, ASSIGNMENT OR LEASE OF PROPERTY

6.01 It is contemplated by the parties hereto that the Company's purpose for making the improvements set forth in Article II is for the creation and operation of a renewable energy generation project.

6.02 In accordance with Section IX.C. of the Guidelines and Criteria, Company shall not have the right, without the written consent of County, to assign all or part of its interest in the Land, the Project, or this Agreement and maintain the tax abatement hereunder. Such consent shall not be unreasonably withheld. It shall be deemed reasonable for County to withhold consent with respect to any party that is delinquent in the payment of any taxes to County. Notwithstanding the foregoing, Company shall have the right without the consent of the County to collaterally assign its interest in the Land, Project, or this Agreement in connection with any financing of the Project; provided (i) such assignee is not delinquent in the payment of any taxes to the County, (ii) the County is given prompt notice of such assignment and (iii) Company remains liable under this Agreement.

ARTICLE VII

COMMISSIONERS COURT AUTHORIZATION

7.01 This Agreement was authorized by order of the Commissioners Court dated the 22nd day of December, 2014, authorizing the County Judge to execute this Agreement on behalf of the County.

ARTICLE VIII

SEVERABILITY

8.01 In the event any section, subsection, paragraph, subparagraph, sentence, phrase or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, and word. In such event there shall be substituted for such deleted provision as similar in terms and in effect to such deleted provision as may be valid, legal, and enforceable.

ARTICLE IX

APPLICABLE LAW

9.01 This Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas. Venue for any action related to this Agreement shall be in Hidalgo County, Texas.

ARTICLE X

COUNTERPART EXECUTION

10.01 This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which in the aggregate shall constitute one agreement.

[SIGNATURE PAGE FOLLOWS]

EXECUTED and made effective as of this the 22nd day of December, 2014.

HIDALGO COUNTY, TEXAS

ATTEST:

Arturo Guajardo, Jr.
County Clerk

By: Ramon Garcia
Name: Ramon Garcia
Title: Hidalgo County Judge

HIDALGO WIND FARM LLC

By: _____
Name: Steve Irvin
Title: Executive Vice President – Central Region

AMSH LE 4/14/15

Exhibit A

TAX ABATEMENT GUIDELINES AND CRITERIA

ORDER ADOPTING GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN HIDALGO COUNTY, TEXAS

WHEREAS, the Commissioners Court of Hidalgo County, Texas, adopted Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, effective June 26, 2012, to allow Hidalgo County, on a case-by-case basis, to give consideration to providing tax abatement as a stimulation for economic development in Hidalgo County pursuant to chapter 312 of the Texas Tax Code, which guidelines and criteria have now expired.

WHEREAS, the Commissioners Court of Hidalgo County having considered Hidalgo County's tax abatement program, determined at the December 16, 2014, Commissioners Court meeting to adopt new guidelines and criteria for granting tax abatements in order to better provide for the stimulation of economic development in Hidalgo County and now desires to formalize the order regarding such adoption.

NOW, THEREFORE IT IS HEREBY ORDERED that the Commissioners Court of Hidalgo County, Texas, hereby adopts the Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, attached as Exhibit A.

PASSED, APPROVED, ADOPTED AND ORDERED this the 22nd day of December, 2014, by the Commissioners Court of Hidalgo County, Texas.

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS OF THE HIDALGO COUNTY COMMISSIONERS COURT

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

Attested to:

ARTURO GUAJARDO, JR.
County Clerk

APPROVED AS TO FORM:
ATLAS, HALL AND RODRIGUZ L.L.P.

By: _____
STEPHEN L. CRAIN

GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN HIDALGO COUNTY, TEXAS

Effective December 22, 2014

I. General Purpose and Objectives

The County is committed to the promotion of high quality development in all parts of the County and to an ongoing improvement in the quality of life for its citizens. Certain types of investment result in the creation of new jobs, new income and provide for positive economic growth which is beneficial to the County as a whole. The County will, on a case-by-case basis, give consideration to providing tax abatement as a stimulation for economic development in the County. 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 County is not obligated to grant tax abatement to any applicant and nothing herein will imply or suggest that the County is under any obligation to provide tax abatement to any applicant or with respect to any project. All applicants will be considered on a case-by-case basis, and the decision to approve or deny tax abatement to any particular applicant will be at the discretion of the Commissioners Court of the County. As provided in section 312.002(d) of the Texas Tax Code, adoption of these guidelines and criteria does not (1) limit the discretion of the Commissioners Court to decide whether to enter into a specific tax abatement 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 tax abatement 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 tax abatement. Tax abatement agreements are made with the owners or lessees of real property to exempt from taxation a portion of the value of the real property or of tangible personal property, or both. The duration of an agreement may be for a period of time determined appropriate by the Commissioners Court of the County, based on the productive life of the improvements and consistent with the provisions of these Guidelines and Criteria, but, in accordance with state law, in no case will the term of the tax abatement extend for more than ten (10) years. Special terms and conditions may be set in the agreement governing each specific tax abatement.

II. Definitions

A."Abatement" means the full or partial exemption from ad valorem taxes of eligible properties in a reinvestment zone designated as such for economic development purposes.

B."Agreement" means a contractual agreement for the purpose of Abatement during a Tax Abatement Period between (i) an Owner and/or a Lessee of eligible property and (ii) a taxing authority.

C."Applicant" means the Owner and/or Lessee who submits an Application to the County in accordance with these Guidelines and Criteria.

D."Application" means the written application and all related materials submitted to the County by the Applicant to request an Abatement hereunder.

E. "Base Year Value" means the taxable value of the Applicant's real and Personal Property of a type eligible for Abatement (which excludes inventory and supplies) located in a designated reinvestment zone on January 1 of the year of the execution of the Agreement.

F. "Capital Cost" means the amount expended by the Owner or Lessee, as the case may be, on or after the date of the applicable Agreement on eligible Improvements to Real Property or acquisition of eligible Personal Property needed to commence a Project or operations. Capital Cost expressly excludes amounts expended by the County or other governmental entities and any amounts expended with respect to ineligible property.

G."Commissioners Court" means the elected governing body of the County.

H. "County" means the County of Hidalgo, a political subdivision of the State of Texas.

I. "Economic Life" means the number of years a property qualifies for depreciation under the Internal Revenue Service Code (Section 168) Modified Accelerated Cost Recovery System, which may be extended in the discretion of the County, upon evidence presented by the Applicant as to the expected Productive Life of the property.

J. "Eligible Education Facility" means new, expanded or modernized buildings and structures, including fixed machinery and equipment, which, when constructed or completed, will be leased to a public school district, community college district, or state-supported institution of higher education, for the entire term of the proposed Abatement, and which will contribute to the economic development of the County.

K."Eligible Facility" means a new, expanded or modernized building, structure or related buildings and structures, including fixed machinery and equipment, which is reasonably likely as a result of granting Abatement to contribute to the retention or expansion of Primary Employment or to attract major investment in the reinvestment zone that would be a benefit to the property and that would contribute to the economic development of the County, but does not include a Facility, other than a utility, which is intended primarily to provide goods or services to residents or existing businesses located in the County such as, but not limited to, a restaurant or a retail sales establishment.

L."Expansion" means the addition of buildings, structures, fixed machinery, and/or equipment for the purpose of increasing production capacity or revenues.

M."Extraordinary Impact" means a Project where the Capital Cost is at least equal to $25,000,000.00 or which creates at least 500 Jobs.

N."Facility" means property Improvements, including eligible Personal Property, completed or in the process of construction which together comprise an integral whole.

O."Guidelines and Criteria" mean these guidelines and criteria for granting Abatement in the County.

P."Improvement" means a building, structure, fixture, or fence erected on or affixed to land, or a transportable structure designed to be occupied for residential or business purposes, whether or not it is affixed to land, if the owner of the structure owns or leases the land on which it is located, unless the structure is unoccupied and held for sale or normally is located at a particular place only temporarily.

Q. "Initial Period" has the meaning set forth in Section III(G)(1)b below.

R."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, does not qualify as a "Job" for purposes of these Guidelines and Criteria.

S. "Lessee" means the tenant who is occupying and operating or will occupy and operate an Eligible Facility under a legally binding lease agreement with a Lessor. A lessee of Real Property on which the Eligible Facility exists or is constructed may also own the Facility.

T."Lessor" means the owner of an Eligible Facility or of the Real Property on which an Eligible Facility is located that has a binding lease with a Lessee who will occupy and operate the Facility.

U."Modernization" means the replacement and upgrading of existing Facilities which increase the productive input or output, updates the technology, or substantially lowers the unit costs of operation, and extends the economic life of the Facility. Modernization may result from the construction, alteration, or installation of buildings, structures, fixed machinery, or equipment. It will not be for the purpose of renovation, reconditioning, refurbishing, repairing, or completion of deferred maintenance, except in reinvestment zones established based on conditions of economic impairment.

V."New Facility" means a Facility on Real Property previously undeveloped, which is placed into service by means other than Expansion or Modernization.

W. "Newly Created Value" means the difference between the Taxable Property Value in the base year and the Taxable Property Value at the time the value is being newly calculated.

X. "Owner" means the owner of Real Property on which an Eligible Facility is or will be located, who may also be the Lessor. Where the context requires, "Owner" means the owner of the Eligible Facility, who is the lessee of Real Property on which the Eligible Facility is or will be located; provided that a specific definition or other provision to the contrary in an Agreement controls over this sentence.

Y. "Personal Property" means property that is not Real Property, and consists of intangible and tangible personal property. Intangible Personal Property 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.

Z. "Primary Employment" means retention or creation of new Jobs for residents of the County as a result of new, expanded or modernized building Projects.

AA. "Prior Application" has the meaning set forth in Section IV(A)(12)(a)(i) below.

BB. "Productive Life" means the number of years a property Improvements is expected to be in service in a Facility.

CC. "Project" means the proposed planned undertaking consisting of New Facilities and/or Modernization of Existing Facilities for which Abatement is requested.

DD. "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.

EE. "Reinvestment Zone" is (i) an area designated as such for the purpose of Abatement as authorized by the Property Redevelopment and Tax Abatement Act, Sections 312.401 or 312.201 of the Texas Tax Code or (ii) an area designated as an enterprise zone under Chapter 2303 of the Texas Government Code as authorized by the Property Redevelopment and Tax Abatement Act, Section 312.4011 of the Texas Tax Code.

FF."Tax Abatement Period" means the period not exceeding ten years commencing on the January 1st occurring after execution of the Agreement or such later January 1st in accordance with these Guidelines and Criteria as is specified in the Agreement.

GG. "Taxable Property Value" means the value of the Property being valued as determined by deducting from the assessed value of such Property, as recorded by the Hidalgo County Appraisal District, the amount of any applicable exemption as defined by the Texas Property Tax Code.

III. Abatement Authorized

A. Eligible Facilities. Abatement may be granted for New Facilities and for Expansion or Modernization of Existing Facilities. The Economic Life of a Facility and/or eligible property must exceed the duration of the Abatement.

B. Eligible Property. Abatement may be applied to both Real and Personal Property used at an Eligible Facility for business purposes, excluding all ineligible property.

C. Ineligible Property. The following types of property will be fully taxable and ineligible for Abatement: (i) land, (ii) inventory, supplies, tools, furnishings and other forms of moveable Personal Property, (iii) housing, (iv) deferred maintenance, and (v) property to be rented or leased except as provided in subsection E. of this Section III. No reference to property (real or personal) herein shall be deemed to incorporate any ineligible property into any calculation of investment or Abatement.

D. New Value. Abatement may only be granted for the Newly Created Value of eligible property Improvements made subsequent to and specified in an agreement between the County and the Owner and/or Lessee, subject to such limitations as the County may impose.

E. Leased Facilities. If a leased Facility is granted Abatement, the agreement will be executed by the Lessee and, if required by the County, by the Lessor. If the County requires both Lessee and Lessor to be parties to the agreement, the agreement will not be in effect unless both Lessee and Lessor execute the agreement.

F. Eligibility Criteria. In order to be considered for Abatement, eligible Facilities must be located in a reinvestment zone and result in a minimum added value of $1,500,001 in real and business Personal Property or the creation of at least 26 full-time Jobs.

G. Criteria and Value of Abatement. Abatement may be granted for eligible Facilities on all or a portion of the Newly Created Value of eligible property according to the following:

(1) An Owner and/or Lessee, as the case may be, of Real Property where an Eligible Facility is located prior to the inception of the Project subject to an agreement or on which an Eligible Facility will be constructed as part of the Project, must agree to expend a designated sum of money as the Capital Cost of the Project and/or provide a certain number of Jobs in order to qualify for an Abatement and must expend at least the sum agreed to as the Capital Cost of the Project and provide at least the agreed number of Jobs in accordance with the agreement in order to receive such Abatement.

(a) General. Except with respect to Extraordinary Impact Projects in which subsection III.G.(1)(b) below applies, the percent of value to be abated will be determined by the greater percentage for which the Project qualifies as set forth below based on the Capital Cost expended by the Owner and/or Lessee, as the case may be, in the Project or the number of Jobs created:

Percent of Increase in Property Value to be Abated	**Capital Cost of the Project**	**Number of Jobs Created**
0%	Less than $1,500,001	0 – 25
25%	$1,500,001 up to and including $5,000,000	26 – 50
50%	Over $5,000,000 up to and including $10,000,000	51 – 100
80%	Over $10,000,000	101 or more

(b) Extraordinary Impact Projects. The Owner and/or Lessee may, in lieu of the schedule set forth in subsection (a) above, opt for the following provisions if the Capital Cost is at least equal to $25,000,000.00 or the Project creates at least 500 Jobs:

Percent of Increase in Property Value to be Abated	**During Year of Tax Abatement Period**
100%	Initial Period
90%	First Year after Initial Period
80%	Second Year after Initial Period
70%	Third Year after Initial Period
60%	Fourth Year after Initial Period
50%	Fifth Year after Initial Period
40%	Sixth and subsequent Years after Initial Period

The "Initial Period" is the first one to four years of the Tax Abatement Period, determined as follows: the Initial Period commences on the January 1 following execution of the Agreement (or such later January 1 as may be agreed to in the Agreement, provided such January 1 is not more than 3 years after execution of the Agreement) and ends on the earlier of the fourth December 31 occurring after such January 1 and the December 31 occurring after substantial completion of construction of Improvements. Regardless of the length of the Initial Period, the Tax Abatement Period shall not exceed ten years. The Owner or Lessee (or both if both are parties to the Agreement) must make such election in the Agreement. In the event the parties have opted for this provision but it is later determined that the actual Capital Cost or Jobs do not qualify for this provision, the provisions of subsection (a) above will apply in lieu of the provisions of this subsection (b) and any taxes abated prior to the determination that this provision was inapplicable in excess of the amount that would have been abated pursuant to subsection (a) above shall be immediate recaptured and paid by Owner and/or Lessee.

(2) Only the Newly Created Value will be eligible for Abatement. The applicable percentage set forth in subsection (G)(1) of this Section III (based on whether the Capital Cost of the Project or Job creation results in a higher percentage and whether, if applicable, the Extraordinary Impact provision was opted for in the Agreement) is applicable only to the Newly Created Value of Real Property at the Eligible Facility and of Personal Property owned by the Owner or the Lessee at the Eligible Facility as determined by the Hidalgo County Appraisal District and these Guidelines and Criteria.

(3) The length of the Tax Abatement Period shall not exceed ten (10) years. The Tax Abatement Period shall start on a January 1 not later than the later of (i) the third January 1 occurring after the successful completion of the development, redevelopment or Improvements of the Project as specified in the Agreement or (ii) the fourth January 1 occurring after execution of the Agreement. The Abatement of the Real and Personal Property during the Tax Abatement Period shall only be received to the extent its Taxable Property Value for that year exceeds its Taxable Property Value for the year in which the Agreement is executed, such that only Newly Created Value will be abated.

(4) As an additional incentive to create and sustain Jobs, any Abatement based upon Job creation will be subject to increases or decreases in subsequent tax years based on the level of Jobs added or lost. For example, a Project that initially creates thirty (30) Jobs is eligible for a 25% Abatement. In

the second year of the Tax Abatement Period, if twenty-one (21) additional Jobs are added, the Abatement will then increase to 50% (although such increased Abatement shall not apply retroactively), and so on as Jobs are created during the Tax Abatement Period. Conversely, if Jobs are reduced, the percent of Abatement will also be reduced.

(5) With respect to any Abatement based upon Capital Cost, the percent of value to be abated may qualify for increases in subsequent tax years based upon additional capital Improvements. For example, a Project that initially has a Capital Cost of $2,500,000.00, is eligible for 25% Abatement. In the second year of the Tax Abatement Period, if additional qualifying capital Improvements are made in the total amount of $3,000,000, the Abatement may then increase to 50% upon Commissioners' Court approval (although such increased Abatement shall not apply retroactively).

(6) Improvements, Expansions or Modernizations must not be expected to solely or primarily have the effect of transferring employment from one part of the County to another part of the County.

(7) The Project must be expected to prevent the loss of payroll or retain, increase or create payroll on a permanent basis in the County

H. Standards of Tax Abatement. The following factors, among others, will be considered in determining whether to grant Abatement and, if so, the percentage of value to be abated and duration of Abatement.

(1) value of land and existing Improvements, if any;

(2) type and value of proposed Improvements;

(3) Productive Life of proposed Improvements;

(4) number of existing Jobs to be retained by proposed Improvements;

(5) number and type of new Jobs to be created by proposed Improvements;

(6) whether the new Jobs to be created will be filled by persons residing within the County;

(7) amount property tax base valuation will be increased during term of Abatement, which will include a definitive commitment that (i) such increase in valuation will not in any case be less than $1,500,001, or (ii) no less than 26 Jobs will be created;

(8) the costs to be incurred by the County to provide facilities or services directly resulting from the new Improvements;

(9) the amount of ad valorem taxes to be paid to the County during the Tax Abatement Period considering (a) the existing values, (b) the percentage of new value abated, (c) the Tax Abatement Period, and (d) the value after expiration of the Tax Abatement Period;

(10) the types and values of public improvements, if any, to be made by the Applicant seeking Abatement;

(11) whether the proposed Improvements compete with existing businesses to the detriment of the local economy;

(12) the impact on the business opportunities of existing businesses;

(13) the attraction of new businesses to the area;

(14) whether the Project is environmentally compatible with no adverse impact on quality of life, including whether the Project or portions thereof will meet U.S. Green Building Council Leadership in Energy and Environmental Design Program (LEED) Standards/Certification; and

(15) whether the Real Property is in an improvement project financed by tax increment bonds.

Each Eligible Facility will be reviewed on its merits utilizing the factors provided above. After such review, Abatement may be entirely denied or may be granted to the extent deemed appropriate after full evaluation.

I. In addition to other Abatements authorized hereunder, Abatement may be granted for an Eligible Education Facility as provided in this subsection I. The provisions of subsections III. G.(1), G.(2) (excluding the first sentence), G.(4), G.(5), and H.(7), of these Guidelines and Criteria will not apply to Abatements for Eligible Education Facilities. The term of the Abatement for an Eligible Education Facility will be established by the Commissioners Court at the time the Abatement is granted, but in no event will exceed the maximum term permitted under the Texas Tax Code.

IV. Procedural Guidelines

A. Preliminary Application Steps: Any person, organization, corporation or other entity meeting the Abatement guidelines may request Abatement by contacting the County Judge's Office Economic Development Division and filing a written Application with the County in conformance with the following procedural guidelines. Consideration will be

given to written requests from Applicants for the confidentiality of proprietary information, consistent with state law, including without limitation Section 312.003 of the Texas Tax Code and Section 552 of the Texas Government Code.

(1) An Application form approved by the County and in the form attached to these Guidelines and Criteria must be completed and submitted to the appropriate office or any other office or official designated by the County, with all of the information and documents specified therein and herein, prior to commencement of construction, alterations, or installation of Improvements related to a proposed Modernization, Expansion or new Facility by the Applicant. Commencement of construction is considered to have taken place when any one of the following has occurred:

(a) If more than ninety days has passed since an Abatement Agreement with the municipality has been executed (if applicable);

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

(c) If the Project's site has been cleared and prepared for development;

(d) If construction (including renovations or tenant finish-out) has begun;

(e) If site specific infrastructure has begun to be installed; or

(f) If equipment, inventory, or employees have been relocated to the new site.

A complete Application, with all of the information and documentation specified therein and herein, must be submitted to the appropriate office or any other office or official designated by the County 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.

(2) The Application will require such financial and other information as may be deemed appropriate for evaluating the financial capacity of the Applicant. This may include an economic feasibility study including a detailed list of estimated Improvements costs, a description of the methods of financing all estimated costs and the time when related costs or monetary obligations are to be incurred, and historical financial statements and statements of revenues, expenses, net income and cash

flow for the first five years of the Project, which have been audited, reviewed or compiled by a certified public accountant.

(3) Applicant will prepare a descriptive list of the eligible Improvements for which Abatement is requested. This will include the class life of the Improvements based on the Internal Revenue Service Code (Section 168) Modified Accelerated Cost Recovery System and, if applicable, any documentation supporting a longer Economic Life of such Improvements.

(4) Applicant will prepare a plat or map showing the precise location of the property, location of proposed Improvements, all roadways within five hundred feet (500') of the site, and all existing land uses and zoning within five hundred feet (500') of the site. The correct legal description of the Real Property must be provided.

(5) Applicant will address all criteria outlined in Section III.H. of these Guidelines and Criteria in letter format. In the case of a Modernization or Eligible Facility, Applicant will also include a statement of the Facility's current property value, stated separately for Real and Personal Property.

(6) Applicant will prepare a time schedule for undertaking and completing the planned Improvements.

(7) Applicant will provide a tax certificate verifying that no taxes are past due on Applicant's (and, if Applicant is not the Owner of the Real Property or Facility, the Owner's) property located within the proposed reinvestment zone; provided, however, that with respect to Extraordinary Impact Projects where Applicant is not the Owner of the Real Property on which the Facility is or will be located, Commissioners Court may opt to limit the Real Property for which such certificates are required if deemed appropriate under the circumstances.

(8) Applicant will provide a copy of the underlying lease if Applicant is a Lessee of the Facility.

(9) Applicant will provide a copy of the contract between the Applicant and any employment agency acting as the employer of the employees of eligible Jobs pursuant to such contract.

(10) Applicant will provide copies of the immediately preceding quarterly reports filed with the Texas Workforce Commission, documenting the current number of permanent full time employees.

(11) Applicant will provide a current copy of any Enterprise Zone Map identifying the property location.

(12) Applicant shall pay to the County a non-refundable application fee of $1,000 at the time of submission of the Application unless

(a) the Applicant meets all of the following criteria:

(i) during the twelve months immediately preceding the submission of the Application, the Applicant submitted an Application for an Abatement to the County (the "Prior Application");

(ii) during such twelve month period, the Applicant paid the $1,000 fee to the County with respect to the Prior Application;

(iii) neither the Applicant nor any other party has received or will receive any Abatement with respect to such Prior Application; and

(iv) the Commissioners Court deems such new Application to be substantially similar to the Prior Application; or

(b) the total Abatement that the Applicant is requesting is less than and capped at (i) $1,000 per year and/or (ii) $10,000 in the aggregate over the life of the Abatement.

Applicant understands and, by submitting an Application agrees, that such fee is to partially offset the County's expenses in reviewing the Applicant's Application and shall not be refunded in the event the Application is withdrawn by Applicant or denied by the County. Applicant will submit along with the Application a copy of the receipt issued from the Hidalgo County Treasurer evidencing payment of the application fee.

B. Application Review Steps: Upon receipt of a completed Application, the County will distribute copies of the Application to the appropriate County departments for internal review and comments. The County may request additional information as needed to determine Applicant's eligibility for Abatement according to Sections III A., B. and F and to review the factors set forth in Section III.H.

C. Timing Provisions.

(1) Notwithstanding any provision to the contrary in Sections IV or V of these Guidelines and Criteria, to the extent allowable under applicable law, the Commissioners Court in its discretion may:

(i) allow additional time for compliance with the requirements in Sections IV and V of these Guidelines and Criteria with respect to any Applications received after October 1 of the calendar year and may consider, approve and enter into an Agreement during the calendar year in which the

Application was received after October 1 if the Commissioners Court in its discretion determines the County had adequate time to review and consider the Application and the Agreement, and

(ii) consider and approve an Abatement and enter into an Agreement prior to receipt of all required information, provided that if such Abatement is granted the Agreement requires the Owner and/or Lessee, as the case may be, to comply with any such provisions within thirty days of the date of the Agreement and allows the County to terminate the Agreement in the event any conditions in the Agreement are not timely met.

(2) Provided commencement of construction as defined in Section IV.A.(1) above has not occurred prior to submission of the complete Application as set forth herein, the commencement of construction by (x) the taking of actions specified in Section IV.A.(1)(a-c) above by the Owner and/or Lessee or (y) the taking of any of the actions specified in Section IV.A.(1)(a-e) above by the Owner and/or Lessee after approval by the Commissioners Court of an Agreement but prior to execution of the Agreement shall not be a bar to the County subsequently executing the Agreement based on these Guidelines and Criteria and the terms approved by the Commissioners Court with the Owner and/or Lessee, as applicable; provided that (i) with respect to any such activity undertaken prior to Commissioners Court granting of an Abatement that the Abatement may not be granted at the discretion of the Commissioners Court and (ii) that the Applicant, Owner and/or Lessee, as the case may be, commence activity related to the Project at their own risk, and with respect to (y) above, in the event, prior to execution of the Agreement, any discrepancy or dispute over the terms of the Agreement arise that the Commissioners Court retains its discretion to not enter into such Agreement. For purposes of this subsection (2), a complete Application is an Application that, in the opinion of the County, meets all of the requirements of the Guidelines and Criteria excluding only any additional materials requested by the County but not expressly specified in the Guidelines and Criteria.

V. Consideration of Application and Adoption of Agreement

A. When the County considers an Abatement request, it will consider the feasibility and impact of the proposed Abatement by making an estimate of the economic effect of the Abatement of taxes and the benefit to the property to be covered by the Abatement and to the taxing authorities involved.

B. In accordance with Section 312.401(b) of the Texas Tax Code, the Commissioners Court may not designate an area as a reinvestment zone until it holds a public hearing on the designation and finds that the designation would contribute to the retention or expansion of Primary Employment or would attract major investment in the reinvestment zone that would be a benefit to the property to be included in the reinvestment zone and would contribute to the economic development of the County. At the hearing, interested persons are entitled to speak and present evidence for or against the designation. Not later than the seventh day before the date of the hearing, the Commissioners Court will give notice of the hearing in accordance with Sections 312.401(b) and 312.201(d) of the Texas Tax Code. Pursuant to Section 312.4011, designation of an area as an enterprise zone under Chapter 2303, Texas Government Code, constitutes designation of the area as a reinvestment zone without further action by the County.

C. (1) The Commissioners Court may consider adoption of an Order approving the execution of an Agreement between the County and the Applicant governing the provision of the Abatement within the reinvestment zone only after the Applicant has forwarded all necessary information and documentation to the County. The County will notify the Applicant of approval or disapproval in writing as soon as such action has occurred. The County will not approve an Agreement if it finds that the request for the Abatement was filed after the commencement of construction, alterations, or installation of Improvements related to a proposed Modernization, Expansion or New Facility by the Applicant except as provided in subsection V.C.(2) below. Any Improvements performed by a taxing entity in anticipation of a Project will not be subject to this subsection C(1).

(2) The decision to provide any Abatement will be considered on a case by case basis, in accordance with these Guidelines and Criteria, and at the discretion of the Commissioners Court who, with respect to Applicants concerning Projects of Extraordinary Impact may waive Subsection IV(A)(1)(b) if reasonable proof is shown of why the waiver is needed and of the benefit to the County of granting the Abatement.

D. Not later than the seventh day before the date on which the County enters into an Agreement, the County will deliver, as provided by Section 312.2041 of the Tax Code, to the presiding officer of the governing body of each other taxing unit in which the property to be subject to the Agreement is located a written notice that the County intends to enter into the Agreement. The notice will include a copy of the proposed Agreement.

E. The governing bodies of the appropriate taxing authorities may consider ratification of and participation in the Agreement between the County and the Applicant.

F. After approval, the County will formally pass an Order and execute an Agreement with the Owner and/or Lessee of the Facility as required. Such Agreement prior to execution will be reviewed by legal counsel for the County and the Owner and/or Lessee, as applicable. Such Agreement shall be subject to the rights of holders of outstanding bonds of the County and shall be entered into by the County on the condition that the Owner and/or the Lessee, as applicable, makes specific Improvements or repairs to the property.

Except as otherwise specified in these Guidelines and Criteria, the Abatement in each Agreement shall take effect on January 1 of the next tax year after the date the Improvements or repairs are substantially completed. Each Agreement must include the terms required under Section 312.205 or the Texas Tax Code and will address various issues, including, but not limited to, the following:

(1) General description of the Project;

(2) The percent of value to be abated each year;

(3) Estimated value of the Abatement including the Base Year Value;

(4) Duration of the Abatement, including the commencement date and the termination date;

(5) Legal description of the Real Property;

(6) Kind, number, location and timetable of planned Improvements;

(7) Specific terms and conditions to be met by Applicant;

(8) The proposed use of the Facility and nature of construction;

(9) A plat or map showing the precise location of the Real Property, including the location within the enterprise zone and Improvements and proposed Improvements on the Real Property;

(10) Contractual obligations in the event of default, violation of terms conditions, delinquent taxes, recapture, administration and assignment; and

(11) Size of investment and average number of new Jobs created.

VI. Denial of Abatement

A. All eligible Applications for Abatement will be considered on a case-by-case basis and except for the instances set forth in Section VI.B. herein, the decision to approve or deny Abatement will be made at the discretion of the Commissioners Court in accordance with these Guidelines and Criteria.

B. The Commissioners Court shall not authorize either a reinvestment zone or an Agreement if it is determined that:

(1) there would be an adverse impact on the provision of government service or tax base;

(2) the Applicant has insufficient financial capacity to complete the Project;

(3) planned or potential use of the property would constitute a hazard to public safety, health or morals;

(4) violation of other codes or laws exist;

(5) the property is in an improvement project financed by tax increment bonds; or

(6) there exists any other reason that is deemed appropriate by the Commissioners Court.

C. Nothing herein will imply or suggest that the County is under any obligations or duty to provide Abatement to any eligible Applicant, or that any Applicant has an entitlement to Abatement except as may be determined on a case-by-case basis by the Commissioners Court.

VII. Taxability

From the execution of the Agreement to the end of the Tax Abatement Period, taxes will be payable as follows:

(a) The value of ineligible property will be fully taxable;

(b) The Base Year Value of existing eligible property as determined each year will be fully taxable;

(c) The additional value of eligible property will be taxable in the manner and for the period provided for in the Agreement; and

(d) The additional value of eligible property will be fully taxable at the end of the Tax Abatement Period.

VIII. Recapture

A. The County will be entitled to terminate the Agreement and shall recapture all or part of the taxes abated, upon the occurrence of one or more of the following events:

(1) If the Owner or Lessee fails to commence operation of the Facility and the provision of the applicable product or service within the time provided in the Agreement.

(2) If, at any time after commencement of operation of the Facility, the Owner or Lessee voluntarily ceases to produce a product or service at the Facility or to otherwise operate the Facility for a continuous period of one (1) year or, with respect to Extraordinary Impact Projects in which the Agreement so provides, eighteen (18) months;

(2) If the Owner or Lessee allows its ad valorem taxes owed to the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest;

(3) If the Owner or Lessee relocates the Job creating activity outside the reinvestment zone;

(4) Upon the Owner's or Lessee's breach of the Agreement;

(5) As the County and the Owner and/or Lessee may otherwise agree in the Agreement; or

(6) In the case of an Abatement for an eligible educational Facility, the educational institution named in the Agreement terminates the lease on the property or otherwise ceases to use and occupy the property for educational purposes, and the property Owner fails to secure a new tenant that qualifies the Facility for continued Abatement under these Guidelines and Criteria within one hundred twenty (120) days of the expiration or other cessation of the use of the property for educational purposes.

B. Should the County determine that a party is in default according to the terms and conditions of the Agreement, the County will notify the party in writing at the address stated in the Agreement, and if such default is not cured within the applicable Cure Period (as defined below), then the Agreement may be terminated by the County pursuant to an Order adopted by the Commissioners Court as set forth in C below. The Cure Period is thirty (30) days from the date of the notice, or if so provided in the Agreement with respect to any Extraordinary Impact Project sixty (60) days and, if further provided in the Agreement, ninety (90) days with respect to a default caused by a force majeure event as such event is defined in the Agreement.

C. The County by an Order adopted by the Commissioners Court will have the right to terminate the Agreement and shall recapture all or a part of the abated taxes based on the following schedule and formula:

RECAPTURE SCHEDULE

YEAR OF TAX ABATEMENT PERIOD IN WHICH RECAPTURE EVENT OCCURS	*COUNTY WILL RECAPTURE FOLLOWING PERCENTAGE OF TOTAL TAXES PREVIOUSLY ABATED:*
1-5	100%
6	85%
7	75%
8	65%
9	55%
10	45%

FORMULA: The Recapture Formula Will Be:

Total Taxes Abated	**X**	Applicable Percentage from above schedule	=	Amount to be Recaptured

D. A Lessee or Owner who is a party to an Agreement that has been terminated or pursuant to which abated taxes have been ordered to be recaptured may appeal the Commissioners Court decision recapturing or terminating the Agreement. In order to make an appeal, the party to the Agreement must submit, within thirty (30) days of the Order by Commissioners Court recapturing or terminating the Agreement, a written notice to the County and to any other party to the Agreement specifying the grounds on which the party will be appealing the decision and requesting that the matter of the appeal be placed on the Commissioners Court agenda for the next Commissioners Court meeting occurring not less than three days following receipt by the County of the written request. The party appealing the decision may appear at the Commissioners Court meeting to discuss the appeal.

IX. Administration

A. Access to Facility. Each Agreement will stipulate that employees and/or designated representatives of the County will have access to the Facility during the term of the Agreement to inspect the Facility to determine if the terms and conditions of the Agreement are being met. The County may execute a contract with any other jurisdiction(s) to conduct such inspections of the Facility. All inspections will be conducted in a manner as to not unreasonably interfere with the construction and/or operation of the Facility; provided, however that the County may conduct "spot" inspections requiring no advance notification (unless appropriate personnel are usually not onsite at the Facility to allow safe access to the Facility and due to safety concerns escorts are needed for County personnel, in which event the Agreement shall provide for notice and for the Owner and/or Lessee to provide escorts on a timely basis). 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 and Lessees of Facilities for which Abatement is granted will annually certify to taxing authorities that they are in compliance with the terms of the Agreement. In addition, such 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, Owners and/or Lessees, as applicable, will provide taxing authorities with a final report (i) describing all property for which Abatement is granted, (ii) providing documentation of the final Capital Cost and (iii) certifying 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. Taxing authorities will periodically evaluate each Facility receiving Abatement to ensure compliance with the Agreement and report possible violations of the Agreement. Taxing authorities will have the right to audit the books and records related to the eligible property and supporting the eligible property reports.

C. Transfer or Assignment. An Agreement for Abatement may be transferred or assigned by the original Applicant to a new Owner/Lessor or Lessee of the same Facility only upon the approval of the Commissioners Court, which will not grant such approval without (i) sufficient proof of the financial capacity of the transferee or assignee and (ii) all conditions and obligations in the Agreement being guaranteed by the execution of a new Agreement with the County. No assignment or transfer will be approved if any party to the existing Agreement or any proposed new party is (i) liable to any jurisdiction in the County for outstanding taxes or other obligations or (ii) delinquent in the payment of ad valorem taxes to any taxing unit located in the County. Approval of a transfer or assignment will not be unreasonably withheld. In addition, the Agreement for Abatement for an Extraordinary Impact Project may allow for collateral assignment in connection with the financing of the Project without obtaining such approval; provided the assignee

is not delinquent on any taxes to the County and the Owner, Lessor or Lessee, as applicable, provides written notice to the County within thirty (30) days.

X. Tax Abatement by Other Taxing Units

A. Other Taxing Entities. Section 312.206(a) of the Tax Code allows the County, when a municipality has entered into an Agreement with an Owner and/or a Lessee, to enter into an Agreement with the same Owner and/or Lessee under different terms and conditions than those contained in the municipality's Agreement with the Owner and/or Lessee. When an Application for Abatement is originated with a taxing entity other than the County, the taxing entity desiring the County to provide Abatement to the same Applicant will cause the Applicant to file an Application requesting Abatement with the County and such Application will include the information requested by the County for Abatements originating with the County and shall also include a copy of the Agreement between the Applicant and the municipality or other taxing entity and such other documentation as may be requested by the County. Such Abatements will be considered in accordance with the provisions of these Guidelines and Criteria.

B. No obligation. The acceptance of an Application for Abatement will not be deemed as an obligation whatsoever of the County to grant any Abatement of taxes. Nothing in these Guidelines and Criteria or in any prior Abatement action by the County will obligate the County to provide Abatement to party.

C. Taxing Unit With Tax Rate Set by Commissioners Court. Pursuant to Section 312.004 of the Tax Code, in the event the Commissioners Court enters into an Agreement for the County, it may also enter into an Agreement applicable to the same property on behalf of a taxing unit other than the County if by statute the ad valorem tax rate of the other taxing unit is approved by the Commissioners Court or the Commissioners Court is expressly required by statute to levy the ad valorem taxes of the other taxing unit. The Agreement entered into on behalf of the other taxing unit is not required to contain the same terms as the Agreement entered into on behalf of the County.

XI. Sunset Provision

These Guidelines and Criteria are effective upon the date of their adoption and will remain in force for two years unless amended by three-quarters vote of the Commissioners Court, at which time all reinvestment zones and 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.

XII. 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.

EXHIBIT

FORM OF TAX ABATEMENT APPLICATION

HIDALGO COUNTY
APPLICATION FOR ECONOMIC INCENTIVE

I. APPLICANT INFORMATION

Applicant Name: _____ Date of Application: _____

Company/Project Name: _____

Mailing Address: _____ Office Phone: _____

_____ Mobile Phone: _____

E-Mail Address: _____ Fax Number: _____

Type of Entity: [ ] Corporation [ ] Partnership [ ] Proprietorship

[ ] Limited Liability Company [ ] Other (Specify)_____

State of Organization: _____

Applicant's Representative for contact regarding abatement request:

Name and Title: _____

Mailing Address: _____ Office Phone: _____

_____ Mobile Phone: _____

E-Mail Address: _____ Fax Number: _____

Property Owner Information (if applicant is not the owner of the property):

Property Owner: _____

Mailing Address: _____ Office Phone: _____

_____ Mobile Phone: _____

E-Mail Address: _____ Fax Number: _____

Type of Entity: [ ] Corporation [ ] Partnership [ ] Proprietorship

[ ] Limited Liability Company [ ] Other (Specify)_____

State of Organization: _____

Is there a lessee agreement between the owner and the applicant? [ ]Yes [ ]No

If yes, what is the agreement termination date? _____

II. TYPE OF INCENTIVE

___ Tax Abatement ___ 381 Agreement

III. PROPERTY AND PROJECT DESCRIPTION

Property Account Number(s): _____

Address and legal description of property to be considered for Tax Abatement

_____

_____

Project Description: _____

_____

_____

III. PROPERTY AND PROJECT DESCRIPTION (CON'T)

Description of activities, products, or services produced and/or provided at project location:

Specify whether any portion of the property is within an established reinvestment zone or enterprise zone.

State the location of the reinvestment or enterprise zone.

Current Assessed Value:

Real Property $_____ Personal Property $_____

Estimated start date of construction/site improvements: _____

Projected date of occupancy/commencement of operations at project site: _____

Location of applicant's existing facilities: _____

Requested level of Tax Abatement: _____% of eligible property for _____ years.

Explain why tax abatement is necessary for the success of this project. Include business pro-formas or other information to substantiate your request.

Is any tax currently being abated with respect to any portion of the property? [ ] Yes [ ] No

If yes, state the date the tax abatement was received. _____

Has tax abatement been granted by any other taxing entity? [ ] Yes [ ] No

If yes, what taxing entity is granting the tax abatement? _____

Will a tax abatement be requested for the project from any other taxing entities? [ ] Yes [ ] No

If yes, list the entities:

IV. PROJECTED VALUE OF PROPOSED IMPROVEMENTS

Estimated Value of Proposed Real Property Improvements $_____

Estimated Value of Proposed Personal Property Improvements $_____

Detail any direct benefits to Hidalgo County as a result of this project(i.e.,inventory tax,etc.)

V. PROJECTED NUMBER OF FULL-TIME JOBS CREATED

Current Company/Project Location Employment

Current Number of Employees: Full-Time_____ Part-Time_____

Number of employees transferring from other company locations: _____

New Employment of Hidalgo County Residents

Are the employees direct hire or are they contracted by a third party employment agency?

[ ] Direct Hire [ ] Third Party Employment Agency [ ] Both

Projected number of new full-time jobs created as a result of the proposed improvements. _____

Provide types of jobs created and average salary levels. _____

VI. ADDITIONAL INFORMATION (to be attached)

Attach additional criteria for abatement as required by the Hidalgo County Guidelines and Criteria Section IV.

_____ 1 Letter addressing section III (H) of the Hidalgo County Guidelines and Criteria.

_____ 2 Descriptive list of the improvements for which abatement is requested.List will include the class life of the improvements based on the Internal Revenue Service Code (Section 168) Modified Accelerated Cost Recovery System.

_____ 3 Description of methods of financing all estimated costs and the time when related costs or monetary obligations are to be incurred.

_____ 4 A five year history of financial statements and statements of revenue, expenses, net income and cash flow for the last five years of the project which has been audited, reviewed, or compiled by a Certified Public Accountant.

_____ 5 Plat/Map of Project Location with details as required by Section IV. (4).

_____ 6 Project time schedule for undertaking and completing the planned improvements.

_____ 7 Tax certificate verifying that no taxes are past due on property.

_____ 8 Correct legal description of the real property.

_____ 9 A copy of the underlying lease if applicant is a lessee of the facility.

_____ 10 Include a current copy of the Reinvestment Zone Map and identify the property location within the map.

_____ 11 Schedule showing the start date of annual payroll of new permanent positions, if applicable.

_____ 12 Provide copies of the immediately preceding quarterly reports filed with the Texas Workforce Commission, documenting the current number of permanent full-time employees.

_____ 13 Include a good standing certificate from the State of Texas, or the state where your company is organized.

_____ 14 Include any existing tax abatement agreements with respect to any property in Hidalgo County,

_____ 15 Include a check made payable to "Hidalgo County Treasurer" in the amount of $1,000.

Applicant understands and, by submitting an application agrees, that such fee is to partially offset the County's expenses in reviewing the Applicant's application and shall not be refunded in the event the application is withdrawn by Applicant or denied by the County.

In order to expedite the application process, all information listed above must be attached herein.

I certify the information contained in this application (including all attachments) to be true and correct to the best of my knowledge. I further certify that I have read the "Guidelines and Criteria for granting tax abatements in Hidalgo County, Texas" and agree to comply with the guidelines and criteria stated therein. I further understand Hidalgo County may request additional information as deemed necessary to determine eligibility.

_____ Signature	_____ Title
_____ Printed Name	_____ Date

Exhibit B

The Land includes those portions of the following tracts of land located in Hidalgo County. The Land owned by the Company is indicated by an *.

Property ID	Legal Description
245221	NEWMAN'S, G.O N1/2 SEC 1 LGE 2 320AC NET
245258	NEWMAN'S, G.O SEC1-W1/2,SEC2-E1/2 & N1/2-SW 1/4,SEC7-E80AC-NE1/4 & W1/2- E1/2,SEC8-EXC 2AC 1591.68ACNET
245310	NEWMAN'S, G.O SEC 8 LGE 3-2 AC OUT OF 640ACS 2 AC FOR BLDG
344860	NEWMAN'S, G.O SEC 2 - SW 1-4TH & SEC 6 - N1/2 LGE. 1, 480 ACS.
245269	H.C.S.L. (G O NEWMAN) 4.5 AC - 5.5 AC - NW 1/4 SEC 3 LGE 3 (4.5 AC NET)
223146	LOS GUAGES & MAGUELLES SEC 20 - E100-S320 AC
223147	LOS GUAGES & MAGUELLES SEC 20 E150-W220-S320 AC
543466	LOS GUAGES & MAGUELLES N1590.86'-W1273.11'-E2973.5' & S3181.74'-E137.5'-W2973.5' SEC 23 62.23AC GR 60.90AC NET
692793	LOS GUAGES & MAGUELLES W475'-N475' LOT 21 5.18AC NET
223150	LOS GUAGES & MAGUELLES SEC. 21 N1/2 E1/2 160 AC.
223151	LOS GUAGES & MAGUELLES UND 1/2 INTEREST IN 640ACRE TR SEC 22
223158	LOS GUAGES & MAGUELLES SEC 29 640AC GR 630.27AC NET
223137	LOS GUAGES & MAGUELLES SEC 11 E 200 AC
223165	LOS GUAGES & MAGUELLES SEC 33 W 1/2 - 320 AC
245273	H.C.S.L. (G O NEWMAN) SEC 4 LGE 3 294 AC EXC N193'-E395' 292 .51 AC NET
245315	H.C.S.L. (G O NEWMAN) SEC 5-FRACL. 294 ACS SEC 6-W1/2 320 ACS LGE 4 614 AC NET
245316	H.C.S.L. (G O NEWMAN) SEC 6 N40AC/NE1/4 LGE 4
245321	H.C.S.L. (G O NEWMAN) SEC 6 S40AC/N80AC/NE1/4 LGE 4
245320	H.C.S.L. (G O NEWMAN) SEC 6-SE1/4 EXC 1AC LGE 4 159 AC 156.36 AC NET
245263	H.C.S.L. (G O NEWMAN) SEC 3 1.0 AC-S 100 SW 1-4TH- 100.0 AC N LGE 3 1.0 AC
551146	LOS GUAGES & MAGUELLES 640AC SEC 1 & S29AC SOUTH OF LOTS 29 & 30 EL BENADITO;598.29AC SEC 2 & S18.66AC SOUTH OF LOTS 30 & 31 EL BENADITO; SE 3.95AC SEC 3; E104.47AC PT IN SEC 8; 640AC SEC 9 640AC SEC 10 2674.37AC GR 2635.03AC NET
245314	H.C.S.L. (G O NEWMAN)-S612.94ACS-EXC SE23.53AC SEC 3 & S284.73AC SEC 4 LGE 4 874.14AC GR 861.87AC NET
245268	H.C.S.L. (G O NEWMAN) SEC 3-NE1/4 EXC 1AC LGE 3 155.36 AC NET
223138	LOS GUAGES & MAGUELLES W4709.5' SEC 12 & E618.75' SEC 13 AKA TR 2 573.46AC GR 568.86AC NET

mw

690360	LOS GUAGES & MAGUELLES E2849.76'-W5704.35' AKA TR 5 SEC 18 301.02AC GR 298.26AC NET
223140	LOS GUAGES & MAGUELLES W 97.68 AC SEC 18 AKA TR 4
690357	LOS GUAGES & MAGUELLES BNG AN IRR TR W2473.8'-E3092.56' SEC 13 AKA PT OF TR 1 & SEC 18 EXC W97.68AC & EXC 3093' AKA TR4 226.87AC NET
690356	LOS GUAGES & MAGUELLES W4090.8' SEC 11 & E1237.5' SEC 12 AKA TR 3 573.46AC GR 571.01AC NET
690361[1]	LOS GUAGES & MAGUELLES E242.8' SEC 18 AKA PT OF TR 6 & W2650' SEC 19 300.15AC NET
245280	H.C.S.L (G O NEWMAN) S2343.75'-W1486.75' SEC 6 LGE 3 80AC
245278	H.C.S.L. (G O NEWMAN) N779' SEC 5 LGE 3 49AC NET
245276	H.C.S.L. (G O NEWMAN) SEC 5-S PT EXC 1AC & S98/N147AC LGE 3 236.90 AC.
223142	LOS GUAGES & MAGUELLES SEC 19 E 120 AC OF W 400 AC
223144	LOS GUAGES & MAGUELLES UND 1/2 INT SEC 19 E120-N 1/2 & W40 E120-S160AC 80.0AC
223156	LOS GUAGES & MAGUELLES 32.51AC TRNGLE TR-E8500'-N3205.15' SEC 27
223157	LOS GUAGES & MAGUELLES SEC 28 W 1/2 ALL SEC 30 960 AC
588487	LOS GUAGES & MAGUELLES 37.43AC IRR TR-E1300'-S1482.35' SEC 27
607987	H.C.S.L. (G O NEWMAN) E371.69'-W1858.44' EXC S288'-W150' SEC 6 LGE 3 39.01AC GR 38.74AC NET
223143	LOS GUAGES & MAGUELLES E79.995AC-S319.979AC SEC 19 & 68.498AC-W69.995AC-S319.979AC SEC 20 148.493AC GR 140.135AC NET
245291	H.C.S.L. (G O NEWMAN) E1115.06'-W2973.5' & E150'-W1636.75'-S288' SEC 6 LGE 3 120.99 AC GR 119.67 AC NET
729721	LOS GUAGES & MAGUELLES 320 AC-N1/2 SEC 20
223155	LOS GUAGES & MAGUELLES SEC 23 1.0AC-E1700.39'-N1590.86' 1.0AC NET
245270	H.C.S.L. (G O NEWMAN) SEC 3-NW1/4 EXC 9.53AC LGE 3 160 AC 150.47AC NET
543473	LOS GUAGES & MAGUELLES E2268.80'-W2836' SEC 23 234.03AC NET
729722	LOS GUAGES & MAGUELLES 320 AC-W1/2 EXC W475'-N475' SEC 21 314.81 AC
245265	H.C.S.L. (G O NEWMAN) SE1/4-SEC 3 EXC 1.0AC & S30' N60AC-SW1/4-SEC 3 EXC 1.68AC LGE 3 215.57AC
528295	NEWMAN'S, G.O 0.50AC-1AC-SE 1/4 SEC 3 LGE 3 0.50AC NET

[1] Two parcels (indicated as *), within this property will be sold to Hidalgo Wind Farm, LLC for the project substation and operations & maintenance building. These parcels are yet to be purchased, and will be assigned new parcel IDs upon closing of the sale.

223141	LOS GUAGES & MAGUELLES SE 1/4 SEC 28 160.0 AC NE 1/4 SEC 28 160.0 AC E 1/2 SEC 33 320.0 AC 640.0 AC
233153	LOS GUAGES & MAGUELLES S3181.74'-E2973.5' SEC 23 217.00AC
223149	LOS GUAGES & MAGUELLES SEC 21 S1/2-E1/2 160 AC
223157	LOS GUAGES & MAGUELLES SEC 28 W 1/2 ALL SEC 30 960 AC
223165	LOS GUAGES & MAGUELLES SEC 33 W 1/2 - 320 AC
644507	LOS GUAGES & MAGUELLES W1486.75' SEC 38 160AC
543473	LOS GUAGES & MAGUELLES E2268.80'-W2836' SEC 23 234.03AC NET
690361	LOS GUAGES & MAGUELLES E242.8' SEC 18 AKA PT OF TR 6 & W2650' SEC 19 300.15AC NET
223141	LOS GUAGES & MAGUELLES SE 1/4 SEC 28 160.0 AC NE 1/4 SEC 28 160.0 AC E 1/2 SEC 33 320.0 AC 640.0 AC
223153	LOS GUAGES & MAGUELLES S3181.74'-E2973.5' SEC 23 217.00AC
690360	LOS GUAGES & MAGUELLES E2849.76'-W5704.35' AKA TR 5 SEC 18 301.02AC GR 298.26AC NET
*	A tract of land containing 10.0 acres situated in the County Hidalgo, Texas, being a part or portion of a certain (300.98-acre) tract out of Sections 18 and 19 of the Subdivision of Los Guages and Los Maguelles Grants, according to the plat thereof recorded in Volume 10, Page 4, Hidalgo County, Map Records...said 10.0 acres also being more particularly described as follows: COMMENCING at the Southwest corner of said (300.98-acre) tract; THENCE, S 80° 34' 04" E along the South line of said (300.98-acre) tract and within the right-of-way F.M. Road 490, at a distance of 242.80 feet pass the Southeast corner of said Section 18 and the Southwest corner of said Section 19, continuing a total distance of 1523.51 feet; THENCE, N 09° 15' 27" E a distance of 40.00 feet to a point on the North right-of-way line of F.M. Road 490, for the Southwest corner and POINT OF BEGINNING of this herein described tract; 1. THENCE, N 09° 15' 27" E a distance of 660.00 feet to the Northwest corner of this tract; 2. THENCE, S 80° 34' 04" E a distance of 600.00 feet to a point on the East boundary line of said (300.98-acre) tract, for the Northeast corner of this tract; 3. THENCE, S 09° 15' 27" W along the East boundary line of said (300.98-acre) tract, a distance of 660.00 feet to a point on the North right-of-way line of F.M. Road 490, for the Southeast corner of this tract; 4. THENCE, N 80° 34' 00" W along the North right-of-way line of F.M. Road 490, a distance of 660.00 feet to the POINT OF BEGINNING and containing 10.00 acres of land, more or less
*	A tract of land containing 10.0 acres situated in the County Hidalgo, Texas, being a part or portion of a certain (300.98-acre) tract out of Sections 18 and 19 of the Subdivision of Los Guages and Los Maguelles Grants, according to the plat thereof recorded in Volume 10, Page 4,

	Hidalgo County, Map Records...said 10.0 acres also being more particularly described as follows: COMMENCING at the Southwest corner of said (300.98-acre) tract; THENCE, S 80° 34' 04" E along the South line of said (300.98-acre) tract and within the right-of-way F.M. Road 490, at a distance of 242.80 feet pass the Southeast corner of said Section 18 and the Southwest corner of said Section 19, continuing a total distance of 2183.51 feet; THENCE, N 09° 15' 27" E a distance of 40.00 feet to a point on the North right-of-way line of F.M. Road 490, for the Southwest corner and POINT OF BEGINNING of this herein described tract; 1. THENCE, N 09° 15' 27" E a distance of 660.00 feet to the Northwest corner of this tract; 2. THENCE, S 80° 34' 04" E a distance of 600.00 feet to a point on the East boundary line of said (300.98-acre) tract, for the Northeast corner of this tract; 3. THENCE, S 09° 15' 27" W along the East boundary line of said (300.98-acre) tract, a distance of 660.00 feet to a point on the North right-of-way line of F.M. Road 490, for the Southeast corner of this tract; THENCE, N 80° 34' 00" W along the North right-of-way line of F.M. Road 490, a distance of 660.00 feet to the POINT OF BEGINNING and containing 10.00 acres of land, more or less

Exhibit C

Map depicting land parcels and project infrastructure

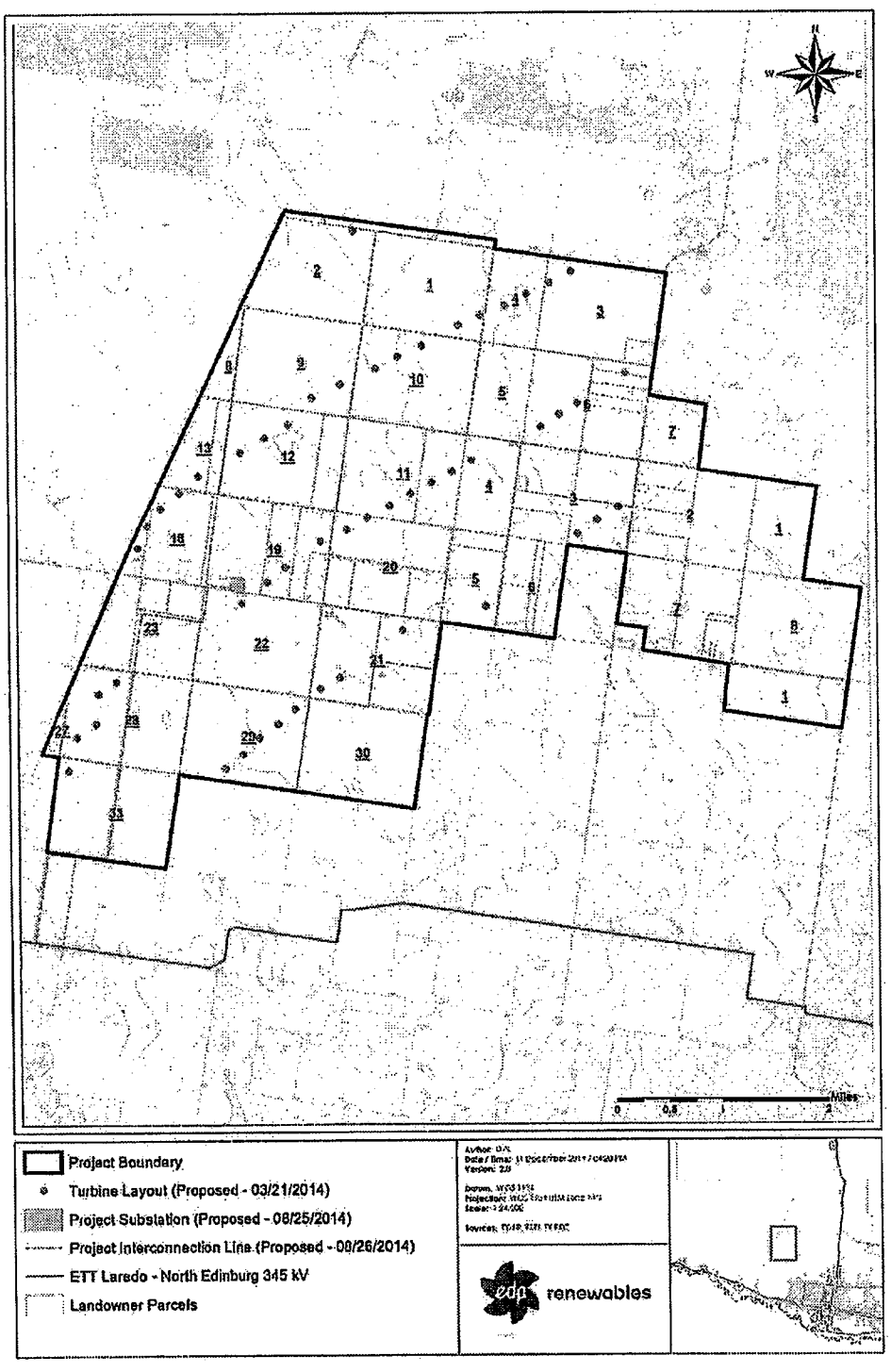

Exhibit D

Schedule of Building, Improvements, and Eligible Personal Property for the New Facility

- 50 Vestas V110 2.0 MW turbines and supporting towers;
- 50 reinforced concrete foundations supporting the turbines and turbine towers;
- Underground and overhead electrical collections system for transporting electricity from turbines to the project substation;
- 4 miles of 345 kV transmission line to the interconnect switchyard;
- Collection substation; and
- Operations and Maintenance building.

ORDER RESCINDING DECEMBER 15, 2015 ORDERS APPROVING (1) AMENDMENT TO TAX ABATEMENT AGREEMENT EFFECTIVE AS OF DECEMBER 22, 2014, BETWEEN HIDALGO COUNTY AND HIDALGO WIND FARM LLC (PHASE I) AND (2) TAX ABATEMENT AGREEMENT BETWEEN HIDALGO COUNTY AND HIDALGO WIND FARM LLC (PHASE II)

WHEREAS, on December 15, 2015, the Commissioners Court voted in favor of an amendment (the "***2015 Amendment***"), to the Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas (the "***2014 Guidelines and Criteria***"), but did not have the required three-fourths of the Commissioners Court present at the time of the vote, so the 2015 Amendment was not and is not effective;

WHEREAS, following the vote on the 2015 Amendment, the Commissioners Court voted to approve (1) that certain *Amendment to Tax Abatement Agreement Effective December 22, 2014 between Hidalgo County, Texas and Hidalgo Wind Farm LLC (Phase I)* (the "***2015 Phase I Amendment***"), which was to be entered into effective December 22, 2015, and (2) that certain *Tax Abatement Agreement between Hidalgo County, Texas and Hidalgo Wind Farm LLC (Phase II)* (the "***2015 Phase II Agreement***"), which was also to be entered into effective December 22, 2015;

WHEREAS, neither the 2015 Phase II Agreement nor the 2015 Phase I Amendment have been entered into by the parties because the 2015 Phase II Agreement relies on the 2015 Amendment to the 2014 Guidelines and Criteria and the 2015 Phase I Amendment is related to the 2015 Phase II Agreement; and

WHEREAS, the County now deems it necessary and appropriate to rescind the approval of both the 2015 Phase I Amendment and the 2015 Phase II Agreement;

NOW THEREFORE:

BE IT ORDERED BY THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS:

SECTION 1. RESCINDING APPROVAL OF 2015 PHASE I AMENDMENT AND 2015 PHASE II AGREEMENT. The approval of the 2015 Phase I Amendment and the 2015 Phase II Agreement by orders of the Commissioners Court on December 15, 2015, is hereby rescinded.

SECTION 2 EFFECTIVE DATE. This Order shall become effective immediately upon on the passage hereof.

PASSED, APPROVED, ADOPTED AND ORDERED this the 5th day of January, 2016, by the Commissioners Court of Hidalgo County, Texas.

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS OF THE HIDALGO COUNTY COMMISSIONERS COURT

_____
RAMON GARCIA
County Judge

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

_____
EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct.3

_____
JOSEPH PALACIOS
County Commissioner, Pct. 4

Attested to:

RODRIGUEZ, LLP

_____
ARTURO GUAJARDO, JR.
County Clerk

APPROVED AS TO FORM:
ATLAS, HALL AND

By: _____
Stephen L. Crain

AI-52823

County Judge's Office 6. F.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted For: Michael Leo, COUNTY JUDGE Submitted By: Virginia Jones, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion and approval of Interlocal Agreement between City of McAllen, Hidalgo County, and the McAllen Tax Increment Reinvestment Zone Number Two and approve order on same.

BACKGROUND

Fiscal Impact

Attachments

IA Draft - McAllen TIRZ 2

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/30/2015 03:20 PM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Virginia Jones Started On: 12/30/2015 02:37 PM

Final Approval Date: 01/01/2016

THE STATE OF TEXAS § **CITY OF MCALLEN**
§

COUNTY OF HIDALGO

INTERLOCAL AGREEMENT

In consideration of the covenants set forth herein, and subject to the terms and conditions herein, the Parties (as defined below) hereby agree to the terms and conditions of this Agreement (as defined below).

I. PARTIES & INDEX

A. Parties

I. THIS INTERLOCAL AGREEMENT is made by and between the CITY OF MCALLEN, TEXAS (hereafter referred to as the "CITY"), a Texas Home Rule Municipality, acting through its City Manager pursuant to Ordinance No. 2015-109 passed and approved by the City Commission on December 14, 2015; HIDALGO COUNTY, a political subdivision of the State of Texas, acting through its County Judge pursuant to authority granted by the Hidalgo County Commissioners Court on January 5, 2016 (hereafter referred to as the "COUNTY"); the MCALLEN TAX INCREMENT REINVESTMENT ZONE NUMBER TWO (2), a reinvestment zone created by the CITY pursuant to Chapter 311 of the Texas Tax Code (hereafter referred to as the "ZONE"), acting by and through its duly authorized Board of Directors, established to administer manage and/or operate the ZONE pursuant to Chapter 311, Texas Tax Code, as well as to implement and fund the Project ("ZONE BOARD"). Collectively, the CITY, COUNTY, and ZONE, may be referred to as the "Parties". This Agreement is made pursuant to Chapter 791 Texas Government Code and Chapter 311 of the Texas Tax Code for the participation of the CITY and the COUNTY in the Project (as defined below).

2. The initial addresses of the Parties are listed below. Each party may designate a different address by giving the others at least ten (10) days prior written notice.

If to the City, to:

City of McAllen
1300 Houston Avenue
McAllen, Texas 78501
Attention: City Manager
Phone: (956) 681-1000

With a copy to:

City of McAllen
1300 Houston Avenue
McAllen, TX 78501
Attention: City Mayor
Phone: (956) 681-1000

DRAFT

If to the County, to:

Hidalgo County
100 E. Cano, Ste. 201
Edinburg, Texas 78539-6243
Re: McAllen TIRZ #2
Attn: Hon. Ramon Garcia, County Judge
Phone: (956) 318-2600

With a copy to:

Hidalgo County Auditor
Attn: Ray Eufracio, CPA
Re: McAllen-TIRZ Zone #2
2808 South Business Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2511

If to the Zone, to:

Reinvestment Zone Number Two
c/o City of McAllen
1300 Houston Avenue
McAllen, Texas 78501

Attention: Mayor Jim Darling
Presiding Officer
Phone: (956) 681-1000

With a copy to:

Reinvestment Zone Number Two
Attn: Board Secretary
_____
_____

_____

B. Index

This Agreement consists of the following sections:

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C. Parts Incorporated

All of the above-described exhibits are hereby incorporated into this Agreement by this reference for all purposes.

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II. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

1. "Administrative Costs" means reasonable costs directly incurred by a Participating Taxing Entity (as hereinafter defined) related to its agreement to participate in the development of the ZONE, as described in this Agreement. These costs include, but are not limited to, costs and expenses for legal review and financial analysis related to the ZONE incurred prior to entering into this Agreement, as well as any such costs and expenses incurred after this Agreement becomes effective. The aggregate reimbursable Administrative Costs for all the combined Participating Taxing Entities, which incur Administrative Costs over the life of the ZONE, shall not exceed an aggregate reimbursement of One Hundred Fifty Thousand Dollars ($150,000).

2. "Agreement" means this Interlocal Agreement.

3. "Available Tax Increment" shall mean (1) as to CITY, an amount calculated as a millage rate per $100 of Captured Appraised Value of real property in the Zone that equals 60% of the CITY's M&O Tax Rate as levied, collected, and allocated to the general fund (i.e., excluding only the portion of the CITY's property tax rate that is apportioned for payment of outstanding general obligation bonded indebtedness commonly referred to as the "interest and sinking fund rate"); and (2) as to COUNTY, an amount calculated as a millage rate per $100 of Captured Appraised Value of real property in the ZONE that equals 50% of the COUNTY's Applicable M&O Tax Rate levied, collected and allocated to the general fund (excluding only that portion of the COUNTY's property tax rate that is apportioned for payment of outstanding general obligation bond indebtedness commonly referred to as the "interest and sinking fund rate").

4. "Base Year" means the year in which a Tax Increment Reinvestment Zone is created by ordinance or order. The Base Year is 2015.

5. "Captured Appraised Value" means the captured appraised value of the ZONE, as defined by Section 311.012(b), Texas Tax Code (and as said Code may be amended from time to time); e.g., the total appraised value in a given year of all real property taxable by a participating taxing entity and located in the ZONE for that year less the total appraised value of that property in 2015, the Base Year of the ZONE.

6. "CITY" has the meaning set forth in Section I.A.l above.

7. "CITY M&O Tax Rate" means that portion of the ad valorem tax rate used by the CITY for Maintenance and Operation. The CITY M&O Tax Rate may change from time to time. The CITY M&O Tax Rate for the Base Year is $0.4313 per $100 dollars of valuation on the Captured Appraised Value and may be changed by the CITY during the Term of the ZONE.

8. "COUNTY" has the meaning set forth in Section I.A.l above.

9. “COUNTY Applicable M&O Tax Rate” for any given year means the lesser of (i) the Base Year M&O Tax Rate and (ii) the County M&O Tax Rate for the given year. The Base Year M&O Tax Rate was $0.5308 per $100 dollars of valuation.

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10. "COUNTY M&O Tax Rate" means that portion of the ad valorem tax rate used by the COUNTY for maintenance and operation. The COUNTY M&O Tax Rate is subject to change by the COUNTY in accordance with applicable law.

11. “Material Change” has the meaning given such term in Section IV.B.5 below.

12. "Participating Taxing Entity" means the CITY and COUNTY.

13. "Parties" has the meaning given such term in Section A.I above.

14. "Pre-TIRZ Administrative Costs" shall have the meaning given in the Project and Finance Plan

15. "Project" means the Drainage Projects, as more specifically identified in the Finance and Project Plan.

16. "Project Plan" means the final Project and Finance Plan for the ZONE approved by the Board of Directors of the ZONE and approved by City Commission of CITY and attached hereto as Exhibit "A".

17. "Project Costs" means the costs of the Public Infrastructure Improvements, eligible for reimbursement under Chapter 311 of the Texas Tax Code, as described in the Project Plan. The Project Costs in the aggregate for the Term of ZONE are estimated to be Sixteen Million Two Hundred Twenty Eight Thousand Five Hundred and No/00 Dollars ($16,228,500.00), as more completely set forth in Exhibit "A".

18. "Tax Increment" for a Participating Taxing Entity means the total amount of ad valorem taxes levied and collected each year by that Participating Taxing Entity each year on the Captured Appraised Value of taxable real property in the ZONE. Further, with respect to the COUNTY, this term shall be further limited to the total amount of ad valorem taxes levied and collected only on behalf of the COUNTY each year.

19. "Tax Increment Base" means the total appraised value of all real property taxable by a Participating Taxing Entity and located in the ZONE as of January 1, 2015 the year in which the ZONE was designated.

20. "Tax Increment Fund" means the tax increment fund created by the CITY for the deposit of Available Tax Increments for the ZONE, entitled "Reinvestment Zone Number Two City of McAllen, Texas Tax Increment Fund," which fund must be segregated and kept apart from any other funds of the CITY and may only be used to pay for expenses and costs approved by the Board of Directors for the ZONE.

21. "Tax Increment Payment" means the Available Tax Increment that a Participating Taxing Entity is required to deposit annually into the Tax Increment Fund in accordance with this Agreement and the Project Plan.

22. The "Term of the ZONE" has the meaning set forth in Section III. A., below.

23. "Transportation Zone" means Transportation Reinvestment Zone Number Two,

Hidalgo County.

24. "ZONE" means McAllen Tax Increment Reinvestment Zone Number Two, created by the CITY over the property contained in the Zone on December 14, 2015, by Ordinance No. 2015-109, a legal description of which is contained in Exhibit "A" to the Project Plan, which is attached hereto as Exhibit "A".

25. "ZONE BOARD" has the meaning set forth in Section I.A.I above.

III. BACKGROUND

A. Ordinance No. 2015-109 approved by the City Commission of CITY on December 14, 2015 expressed the CITY's intent to create a tax increment financing reinvestment zone and to participate in the ZONE at a level of 60% of the CITY M&O Tax Rate to support revitalization and development activities for the ZONE, commonly known as McAllen TIRZ #2, pursuant to Chapter 311, Texas Tax Code. On January __, 2016, the COUNTY, authorized the execution of this Agreement and expressed its intent to participate in the ZONE at a level of 50% of the COUNTY Applicable M&O Tax Rate. On December 14, 2015, the City Commission of the CITY passed and approved Ordinance No. 2015-109, which created the ZONE and by which the CITY agreed to be bound to this Agreement pursuant to Section 311.013 of the Texas Tax Code. The ZONE is projected to terminate on December 31, 2036, unless earlier termination occurs under this Agreement (the "Term of the ZONE").

B. The CITY approved the preliminary project and finance plan on December 14, 2015. The CITY and the COUNTY agree to participate in the ZONE and to deposit their respective Tax Increment Payments to the Tax Increment Fund, in accordance with the terms, and in consideration for the agreements, set forth herein. The Tax Increment Fund was authorized by Ordinance No. 2015-109, attached hereto as Exhibit "B." The COUNTY hereby acknowledges receipt of notice of the initial creation of the ZONE. The CITY represents that it has complied with all legal requirements and notice requirements in the creation of the ZONE.

IV. RIGHTS AND OBLIGATIONS OF THE COUNTY

A. Tax Increment Participation by the COUNTY

1. Subject to the limitations set out in this Agreement, the COUNTY agrees to participate in the ZONE by contributing to the Tax Increment Fund an amount equal to 50% of the revenue generated from the COUNTY Applicable M&O Tax Rate as assessed and collected on the Captured Appraised Value for each respective tax year during the Term of the ZONE. For the purpose of this Agreement the COUNTY M&O Tax Rate shall be calculated as set forth in section IV(B)(2) of this Agreement. In no event shall the COUNTY contribution to the Tax Increment Fund be greater than Eight million two hundred twenty nine thousand, three hundred seventy five and No/100th Dollars ($8,229,375.00) over the life of the ZONE (which for purposes of this

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provision will be deemed to end no later than December 31, 2036) beginning with the 2015 tax year.

2. The Parties hereto agree that the COUNTY's contribution to the Tax Increment Fund shall be used to fund Project Costs. The COUNTY's contributions to the Tax Increment Fund shall end when it has contributed the maximum total contribution provided for herein of Eight Million Two Hundred Twenty Nine Thousand, Three Hundred Seventy Five and NO/100 Dollars ($8,229,375.00), or when it has made contributions of all Tax Increment Payments, as specified in the Project Plan, attributable to all periods through the end of the COUNTY's fiscal year 2036 (ending on December 31, 2036), whichever occurs first.

B. Tax Increment Payment

1. COUNTY's obligation to contribute its Tax Increment Payment to the Tax Increment Fund, as provided in Section IV.A. of this Agreement, shall accrue as the COUNTY collects its Available Tax Increment. The Parties hereto agree that all ad valorem property taxes collected each year by the COUNTY that are attributable to real property in the ZONE shall first constitute taxes on the Tax Increment Base and after the total amount of taxes on the value of the Tax Increment Base have been collected, then the remaining ad valorem taxes collected shall constitute the taxes collected on the value of the Tax Increment. COUNTY agrees to deposit its first Tax Increment Payment to the Tax Increment Fund for tax year 2016 by the later of: (i) collection reports having been provided to the Hidalgo County Auditor's Office; (ii) May 1,2016; or (iii) 30 days after the full execution and delivery of this Agreement by all Parties. The amount of the first Tax Increment Payment shall be based on the Tax Increments that were received up to January 31, 201, but only for tax year 20155, beginning January 1, 2015. For subsequent payments, the COUNTY agrees to contribute its yearly Tax Increment Payment to the Tax Increment Fund annually not later than the 90th day after the delinquency date for the COUNTY's property taxes (or the first business day thereafter) following the end of each tax year. The amount of each Tax Increment Payment shall be based on the Tax Increments that are received up to January 31st following the end of the tax year, but which have not been previously deposited in the Tax Increment Fund, during the annual periods preceding each deposit date. Under no circumstances shall the COUNTY be required to participate in the ZONE with taxes attributable to periods after 2036.

The chart below is for illustrative purposes only and is an example of how the payment calculation is calculated by the COUNTY. Assuming for the purpose of this example, the tax value of the zone is $100,000.00, the base value is $10,000.00, the Administrative Costs are $10.00 per year and the overall COUNTY tax rate is $.0059.

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Tax Increment Reinvestment Zone (TIRZ Payment Calculation)	**EXAMPLE**
TIRZ Real Property Certified Taxable Value as of January 31 (Provided by Hidalgo County Appraisal District (HCAD))	$100,000.00
(multiplied by) Hidalgo County Current (GHD) Tax Rate (.59/100)	$0.0059
GHD Actual Tax Level for all real property tax accounts located within the TIRZ	**$590.00**
TIRZ Real Property Certified Taxable Value as of January 31 (Provided by Hidalgo County Appraisal District (HCAD))	$100,000.00
(less) Tax Increment Base	$10,000.00
	$90,000.00
Captured Appraised Value	$90,000.00
(multiplied by) Contribution Rate (County Applicable M&O Tax Rate) (.51/100)	0.0051
Tax Levy Due to TIRZ	**$459.00**
Tax Increment (for February 1 through January 31) as per Collections Reports provided by Hidalgo County Tax Office	$300.00
(divided) GHD Actual Tax Levy for all Real Property tax accounts located within the TIRZ	$590.00
Percent Collected of Actual Levy	**50.85%**
Tax Levy Due to TIRZ	$459.00
(multiplied by) Percent Collected of Actual Levy	50.85%
Purposed Payment Amount	$233.40
(less) Administration Costs (as per Agreement)	$10.00
TAX INCREMENT PAYMENT AMOUNT DUE TO TAX INCREMENT FUND	**$223.40**

2. One month prior to a payment required under Section IV.B. of this Agreement, the CITY shall provide to the COUNTY the TIRZ annual audit report, an updated fact sheet that includes detail as to what portion of the Project has been completed to date, a schedule of what portion of the Project is to be completed in the following year and a current roster of the ZONE's board members, including the term of each board member, the entity that appointed the board member, the date for the next annual meeting and a formal request for payment. In addition to and as part of the CITY's fact sheet, the CITY shall supply the COUNTY with all information as required under section 311.016 of the Texas Tax Code on or before the 90th day following the end of the fiscal year of the CITY.

3. Pursuant to Chapter 311 of the Texas Tax Code, in the event there is a conflict between the Parties in regards to the amount of the Tax Increment owed by the COUNTY, the Hidalgo County Auditor will make the final determination as to the amount of any Tax Increment owed by the COUNTY under this Agreement. The annual Captured Appraised Value for the real property contained within the ZONE shall be determined by the Hidalgo County Appraisal District on the assessed appraised values and the Hidalgo County Tax Offices' verification of collections in regards to the real property contained with the ZONE.

4. Any delinquent deposit by the COUNTY of a Tax Increment Payment under this Agreement shall be administered as provided in Section 311.0 13 (c) and (c-1) of the Texas Tax Code, which state as follows:

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(c) Notwithstanding any termination of the reinvestment zone under Section 311.017(a) and unless otherwise specified by an agreement between the taxing unit and the municipality or county that created the zone, a taxing unit shall make a payment required by the Subsection (b) [Tax Increment Payment], not later than the 90th day after the later of:

(1) the delinquency date for the unit's property taxes or

(2) the date the municipality or county that created the zone submits to the taxing unit an invoice specifying the tax increment produced by the taxing unit and the amount the taxing unit is required to pay into the tax increment fund for the zone.

(c-1) A delinquent payment incurs a penalty of five percent of the amount delinquent and accrues interest at an annual rate of 10 percent."

The Parties expressly agree that the COUNTY shall not owe any penalty or interest on Tax Increments attributable to taxes that have been levied, but not received by the COUNTY. Further, the COUNTY shall not be liable for the payment of any penalties or interest if the report required to be filed by the CITY under section 311.016 of the Texas Tax Code is not filed timely; or if the fact sheet, the TIRZ's annual audit report, and/or payment request are not provided to the County timely, or under any other situation in which the CITY does not pay interest or penalties.

5. The CITY and the ZONE agree to comply with the Project Plan and to provide prior written notice to the COUNTY of a proposed change that would constitute at least a twenty-five percent (25%) increase or decrease in either the Project Costs or the scope and scale of the Project (hereinafter a "Material Change"); provided that any Material Change that is not approved by the COUNTY shall not change the amount of Tax Increment Payments due from the COUNTY. The ZONE BOARD shall have the right to amend and modify the Project Plan without providing prior written notice to the COUNTY so long as such amendment or modification does not constitute a Material Change.

6. If the CITY or the Board of Directors for the ZONE materially breaches this Agreement, then the COUNTY may provide written notice to the CITY and the ZONE (with a copy to any other Participating Taxing Entity still contributing Tax Increment Payments) demanding that all breaches must be resolved within ninety (90) days.). If the objections and/or concerns, as set out in the notice, are not resolved within 90 business days from the date of such notice, then the COUNTY may discontinue its Tax Increment Payments and terminate its participation in the Zone.

7. Except for contributing its respective Tax Increment Payments to the Tax Increment Fund as set out in this Agreement, the COUNTY shall not have any obligation or responsibility for any costs or expenses associated with the implementation of the Project Plan, including, without limitation, any obligation to pay or repay any bond or other debt issued by

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another Participating Taxing Entity, the ZONE or the ZONE BOARD relating to the ZONE or any costs associated with the operation of ZONE, the Project or any other projects relating thereto.

8. Notwithstanding anything herein to the contrary, the COUNTY's total Tax Increment Payment to the Tax Increment Fund over the Term of the ZONE shall not exceed Eight Million Two Hundred Twenty Nine Thousand, Three Hundred Seventy Five and No/100th Dollars ($8,229,375.00), plus any applicable penalty and/or interest allowed in section 311.013 of the Tax Code, subject to the limitations in Section IV.B.4.

9. a. *General Provisions.* Subject to changes in the COUNTY M&O Tax Rate that will be addressed as set forth in Section IV.B.9.b. and IV.B.9.c. below, the COUNTY agrees to pat1icipate at fifty percent (50%) of the COUNTY Applicable M&O Tax Rate (for tax year 2015, 50% equaling $0.5308 per $100 valuation on the Captured Appraised Value) for real property within the Zone, without regard to whether the real property is also within the Transportation Zone.

b. *Transportation Zone Overlap:* This provision intentionally deleted because the maximum contribution of the COUNTY hereunder is 50% of the COUNTY Applicable M&O Tax Rate.

c. *Lower COUNTY M&O Tax Rate.* If the COUNTY M&O Tax Rate is less than $.0.5308 per $100 valuation on the Captured Appraised Value during a year in the Term of the ZONE, then the maximum tax increment paid by the COUNTY into the Tax Increment Fund for such year shall not exceed 50 percent (50%), or, with respect to property within an overlap with the Transportation Zone, fifty percent (50%) of the total amount of taxes collected by the COUNTY at the actual COUNTY M&O Tax Rate with respect to such year the COUNTY M&O Tax Rate is less than $0.5308 per $100 valuation.

10. COUNTY taxes that are delinquent for more than five years will be considered uncollectible and shall not be included in the Tax Increment Payment.

C. School District Provisions

The COUNTY understands that the Project is located in the McAllen Independent School District. The City and the Zone represent to the COUNTY that the McAllen Independent School District is not participating in the ZONE by contribution of Tax Increment.

D. Management of the ZONE

1. The ZONE shall in all respects be managed by the ZONE BOARD. The ZONE BOARD shall have all powers allowed under Chapter 311 of the Texas Tax Code to manage the ZONE and carry out the Project and Financing Plan as limited by the CITY's ordinance creating the ZONE. The Participating Taxing Entities, during the term of this Agreement, may inspect the Project site and review Project plans and drawings at times and intervals in a manner that will not interfere with ongoing operations.

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2. The ZONE BOARD shall be composed of five (5) members, as allowed under Section 311.009(b) of the Texas Tax Code. The COUNTY shall have the right to designate one member of the ZONE BOARD as its designee. If it is necessary for the CITY to make or confirm the appointment, the CITY shall appoint or confirm the COUNTY's designee.

E. Expansion of the ZONE

Notwithstanding anything to the contrary contained herein, the obligation of the COUNTY to participate in the ZONE is limited to the legal description of the ZONE contained in Exhibit "B" attached hereto and is subject to the terms of this Agreement. The COUNTY's participation shall not extend to the Tax Increment on any additional real property added to the ZONE by the CITY unless the COUNTY approves such participation in writing.

V. RIGHTS AND OBLIGATIONS OF CITY AND ZONE

A. Tax Increment Participation by the CITY

Subject to the terms of this Agreement, the CITY agrees to participate in the ZONE by contributing to the Tax Increment Fund sixty percent (60%) of the revenue generated from the CITY M&O Tax Rate as levied and collected on the Captured Appraised Value each year during the term of this Agreement, beginning with the 2015 tax year. The CITY agrees to require the ZONE to implement the Project Plan. The CITY's contributions to the Tax Increment Fund shall end when the CITY has contributed the maximum total contribution provided for herein of Eight Million One Hundred Fifty One Thousand, Five Hundred Seventy and No/100 Dollars ($8,151,570.00), or when it has contributed all Tax Increments attributable to periods before the ZONE termination date in 2036, whichever occurs first. The CITY's continued contribution to the Tax Increment Fund is conditioned upon.

B. Tax Increment Payment

1. The CITY's obligation to contribute its Tax Increment Payment to the Tax Increment Fund as provided above in Section V of this Agreement shall accrue as the CITY collects its Tax Increment. The CITY agrees to deposit its first Tax Increment Payment to the Tax Increment Fund for tax year 2015 by_____. The amount of the first Tax Increment Payment shall be based on the Tax Increments that were received through January 31, 2016, but only for the tax year 201__ beginning January 1, 201_. For subsequent Tax Increment Payments, the CITY agrees to contribute its Tax Increment Payment to the Tax Increment Fund annually on or before _____ (or the first business day thereafter) of each tax year. Any delinquent deposit of a Tax Increment Payment by the CITY under this Agreement shall be administered as provided in Section 311.013(c) of the Texas Tax Code (or its successor provision).

2. The COUNTY, the CITY and the ZONE expressly agree that the COUNTY and the CITY shall not owe any interest on Tax Increments that have been levied, but not received by the COUNTY or the CITY by the delinquency dates specified herein.

C. Financing of Project Costs

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Each Participating Taxing Entity shall participate in the payment of Project Costs only to the extent described herein. The CITY and the ZONE shall be entitled to enter into any other agreements for the CITY or the ZONE to pay Project Costs and other reasonable expenses from the Tax Increments paid into the Tax Increment Fund without the consent of any other Participating Taxing Entity, but they will provide notice of such agreement(s) to each Participating Taxing Entity.

D. Disbursement of Funds in the Tax Increment Fund

1. Each Participating Taxing Entity agrees the CITY shall administer the Tax Increment Fund on behalf of the ZONE, pursuant to Ordinance No.2015-109 passed and approved by City Commission of the CITY on December 14, 2015. Except for amounts to be paid to the CITY and COUNTY for Administrative Costs, no funds shall be disbursed from the Tax Increment Fund without the prior written approval of the ZONE BOARD, and notice of the amount of funds used and disbursement of funds by the ZONE shall be given at least annually to the COUNTY. The Parties agree that the CITY shall be responsible for the annual administration of the ZONE.

2. The parties agree and understand that under no circumstances shall Administrative Costs, in the aggregate, exceed the amount set out and described in Section 11.1 above.

3. The CITY and ZONE will use funds in the Tax Increment Fund to reimburse expenditures in the order and priority of payment set forth in the Project Plan. No change in such priority shall be made without the COUNTY's consent. The foregoing notwithstanding, no funds will be paid from the Tax Increment Fund to a Participating Taxing Entity for its financial or legal services incurred in any dispute arising under this Agreement with another Participating Taxing Entity or Participating Taxing Entities.

VI. TERM AND TERMINATION

A. Term of the ZONE and Termination

This Agreement shall become effective as of the last date of execution by the Parties hereto, and shall remain in effect until December 31, 2036 unless earlier terminated as provided herein. Subject to the terms of this Agreement, the COUNTY agrees to participate under this Agreement, beginning with the 2015 tax year and ending in accordance with the terms provided herein. Notwithstanding anything to the contrary contained in this Agreement, the Patties agree and understand that the CITY's and COUNTY's Tax Increment Payments will not be made after December 31, 2036 for the 2035 tax year.

B. Early Termination

Neither the CITY, the COUNTY, nor the ZONE BOARD shall take any action to terminate the ZONE earlier than the Term of the ZONE as specified in Section III.A. above.

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C. Disposition of Tax Increments

Upon expiration or termination of the ZONE and after all bonds and/or notes have been paid and all reimbursements have been made, any money remaining in the Tax Increment Fund shall be paid to the Participating Taxing Entities on a pro rata basis in accordance with Section 311.014(d) of the Texas Tax Code, or any successor provision thereto. Accounting to determine the pro rata distribution of remaining funds to the respective taxing entities shall be conducted according to generally accepted accounting principles, and shall be subject to review and audit by the COUNTY upon reasonable request. In the event a discrepancy occurs between the reviews conducted by the CITY and COUNTY, said dispute will be resolved by the respective audit offices of the CITY and COUNTY. In the event the dispute cannot be resolved it shall be submitted to mediation under the rules of the American Mediation Association with a mediator agreed upon by the County Judge of the COUNTY and the City Manager of the CITY.

VII. MISCELLANEOUS

A. Understanding

Any and all costs incurred by the CITY or COUNTY are not, and shall never become, general obligations or debt of the COUNTY or any Participating Taxing Entity. With respect to the CITY and COUNTY costs, only eligible Project Costs and other allowable expenses under applicable law, if any, incurred by the CITY or COUNTY shall be payable from the Tax Increment Fund in the manner and priority provided the Project Plan and only to the extent that funds become available in the Tax Increment Fund. The Parties agree and understand that under no circumstance shall the eligible costs exceed the maximum specified in the Project Plan passed and approved in accordance with Ordinance No. 2015-109 dated December 14, 2015. The CITY and the COUNTY are not obligated above and beyond what is actually collected as its Available Tax Increment during the Term of the ZONE, which shall deposited into the Tax Increment Fund.

B. Severability

In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained.

C. Entire Agreement

This Agreement merges the prior negotiations and understandings of the Parties hereto and embodies the entire agreement of the Parties. There are no other agreements, assurances, conditions, covenants (express or implied), or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

D. Written Amendment

This Agreement may be changed or amended only by a written instrument duly executed

on behalf of each Party hereto. All Parties to this Agreement understand and recognize that only the City Commission of CITY and only the Commissioners Court of the COUNTY have authority to approve a change or amendment to this Agreement on behalf of the CITY or the COUNTY, respectively.

E. Notices

All notices required or permitted hereunder shall be in writing and delivered by personal delivery, facsimile or United States Postal Service (certified mail, return receipt requested) and addressed to the respective other Party at the address prescribed in Section I of this Agreement, or at such other address as the receiving Patty may have theretofore prescribed by notice to the sending Party. Such notices shall be deemed delivered the earlier of: (i) when actually received by personal delivery or facsimile if received during normal business hours and on the next business day if received after normal business hours; or (ii), if sent by the United States Postal Service, on the date indicated by the United States Postal Service on the return receipt as the date on which it was received by the respective other Party.

F. Non-Waiver

Failure of any Party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, or to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

G. Assignment

No assignment of this Agreement by either party is permitted.

H. Successors

This Agreement shall bind and benefit the Parties and their legal successors. This Agreement does not create any personal liability on the part of any trustee, officer, owner, partner, principal, employee, elected official or agent of a Party to this Agreement.

I. Amendments to Project Plan

The COUNTY acknowledges that it was provided with a copy of the initial preliminary finance plan for review and comment before the Project Plan was finalized and approved by the City Commission of the CITY. The Parties agree that a Material Change to the Project Plan shall not apply to the COUNTY unless the COUNTY approves the change as provided herein. Further, if such amendment to the Project Plan (i) has the effect of directly or indirectly increasing the percentage or amount of Tax Increment to be contributed by the COUNTY; or (ii) increases or reduces the geographical area of the ZONE set forth in the Project Plan or (iii) otherwise materially changes the Project, the COUNTY must approve said amendment in order for the amendment to

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be binding on the COUNTY.

J. Access to Financial Information

The ZONE agrees to conduct or to cause to be conducted, at a minimum, an annual financial review, a copy of which will be provided to the COUNTY. Furthermore, each Party to this Agreement shall have reasonable access to financial or other information and audit reports regarding the operation of the ZONE, contribution of Tax Increment Payments to the Tax Increment Fund, and expenditures from the Tax Increment Fund for Project Costs. In addition, the CITY agrees, during the term of this Agreement, to prepare and deliver an annual report to the COUNTY in accordance with Section 311.016 and 311.0101(c), Texas Tax Code. The COUNTY shall have the right to withhold or delay payments to the Tax Increment Fund until such time as it has received the financial report (and other documentation and information pursuant to Section IV.B.2. above) from the CITY for the applicable tax year, and shall not incur any penalties or interest with respect to any such withheld or delayed payments notwithstanding any provision herein to the contrary.

K. ZONE Designation

The CITY represents that its designation of the ZONE meets the criteria of Section 311.005(a), Texas Tax Code.

IN WITNESS HEREOF, the CITY OF MCALLEN; HIDALGO COUNTY; AND TAX INCREMENT REINVESTMENT ZONE NUMBER TWO (2), CITY OF MCALLEN, TEXAS have made and executed this Agreement in triplicate originals on this __day of January, 2016.

CITY OF MCALLEN

_____
James E. Darling, City Mayor

ATTEST/SEAL:

_____
Perla Lara, Interim City Secretary

APPROVED AS TO FORM FOR CITY OF MCALLEN:

HIDALGO COUNTY

_____
Honorable Ramon Garcia,
County Judge

ATTEST/SEAL:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM FOR HIDALGO COUNTY:

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_____
Kevin Pagan, City Attorney

Atlas, Hall, & Rodriguez, LLP

By:_____
Stephen L. Crain

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Exhibit "A"
Project Plan

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Exhibit "B"

City of McAllen Ordinance No. 2015-109 75 passed and approved by the City Commission on December 14, 2014

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District Attorney 7. A.

AI-52699

CC - REGULAR
Meeting Date: 01/05/2016
Submitted For: Rosie Cantu, DISTRICT ATTORNEY
Submitted By: Sylvia Solis, DISTRICT ATTORNEY
Department: DISTRICT ATTORNEY

Information

CAPTION

District Attorney - USDJ (1256)
Approval of 2016 appropriation of funds in the amount of $20,500.00 to fund operating expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: Fund 1256
FUNDS AVAILABLE Y/N?: Y/Pending MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Appropriation of funds available in 1256 fund balance pending 2016 rollover.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/21/2015 03:52 PM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Sylvia Solis Started On: 12/16/2015 05:43 PM
Final Approval Date: 01/01/2016

DATE: December 16, 2015

2016
Appropriation

DEPARTMENT HEAD: Ricardo Rodriguez, Jr., District Attorney

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 6-1256-412-00-080-014-0-XXX

Contact Person: Sylvia Solis **Ph#:** (956) 292-7604

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
6-1256-412-00-080-014-0-350	DA USDJ -	OTHER SERVICES	$1,500.00
6-1256-412-00-080-014-0-605	DA USDJ -	CLOTHING & UNIFORMS	$4,000.00
6-1256-412-00-080-014-0-610	DA USDJ -	GENERAL SUPPLIES	$10,000.00
6-1256-412-00-080-014-0-660	DA USDJ -	FURN & EQUIP CNTRLD	$5,000.00
		TOTAL BUDGET INCREASE (DECREASE)	**$20,500.00**

REASON: Appropriation to fund the 2016 Budget.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-52718 Constables 8. A.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted For: Constable Celestino Avila, Jr., CONSTABLE PCT. #1

Submitted By: Joe Espinoza, CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. 1 - LBSP 16 (1284):
1. Authorization and approval to accept the Local Border Security Program FY 2016 Grant (LBSP-16).
2. Authorization for County Judge, as authorized official, to electronically sign grant award form and related documents.
3. Authorization to pay overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues, as certified by the County Auditor, for the Local Border Security Program FY 2016 (LBSP-16).
5. Approval to appropriate the budget for LBSP-16 grant award in the amount of $30,000.00.

BACKGROUND

1. Authorization to apply for LBSP-16 (AI#51195) approved by Commissioners' Court on 09/15/15.
2. Grant Number: 2997501
3. Grant Period: 10/01/2015 - 08/31/2016.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1284-421-00-291-080-6-XXX

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

BUDGETARY IMPACT:

County Fiscal/Calendar Year: 6
Grant Fiscal Year: 16
Account Fiscal Year: 6
Grant Period: October 1, 2015 through August 31, 2016

Expenditure Account: 6-1284-421-00-291-080-6-XXX
Revenue Account: 6-1284-334-10-291-080-6-000 Const Pct 1 LBSP-Revenues

No matching funds required. The LBSP grant will only cover Overtime, FICA, Retirement, Unemployment Compensation, and Workers Comp fringe benefits. All other fringe benefits will be charged to the Constable Pct. 1's general fund account (6-1100-421-00-291-001-0-XXX)

Attachments

SOGA Congr Letter
Award Letter
appro FORM
Certifications and assurances
subrecipient responsabilities
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/21/2015 04:03 PM
Manuel Chapa	Manuel Chapa	12/29/2015 04:55 PM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Joe Espinoza Started On: 12/18/2015 10:31 AM

Final Approval Date: 01/01/2016

GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://eGrants.gov.texas.gov and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Subrecipient Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer HSGD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

Aimee Snoddy
Director
Homeland Security Grants Division

9:36 AM

Agency Name: Hidalgo County **Grant/App:** 2997501 **Start Date:** 10/1/2015
Project Title: Local Border Security Program-Constable PCT1 **Status:** Pending AO Acceptance of Award **End Date:** 8/31/2016 **Fund Source:** BL-Local Border Security Program (LBSP)
Current Grant Manager: Debbie Jacaman **Current Program Manager:** Arturo Mendez **Liquidation Date:**
CFDA: NONE

General Information and Instructions

Collapse Introduction

CONGRATULATIONS ON YOUR AWARD!

To certify compliance and activate your Agency's grant, your Authorized Official (AO) must log in to eGrants and click the "Accept" button on this page. This must be done within 45 days of the grant award notice."

If you do not accept the terms and conditions of this grant award, click "Decline" below.

The grant officials listed on the grant application will receive an email notice from OOG when the Authorized Official accepts or declines the grant award. If you do not receive this message, please contact eGrants Help Desk.

View Certification and Assurances

View Instructions

Statement of Grant Award (SOGA)

The Statement of Grant Award is your official notice of award from the Governor's Homeland Security Grants Division (HSGD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Texas Government Code, Chapter 783, Uniform Grant and Contract Management; and the Texas Uniform Grant Management Standards (UGMS) that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a subrecipient, the more restrictive requirement applies. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grantee Responsibilities Memo, the Comprehensive Certifications and Assurance Form, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2997501	**Award Amount:**	$30,000.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	**Grantee Cash Match:**	$0.00
Grant Period:	10/01/2015 - 08/31/2016	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2016	**Total Project Cost:**	$30,000.00
Program Fund:	BL-Local Border Security Program (LBSP)		
Grantee Name:	Hidalgo County		
Project Title:	Local Border Security Program-Constable PCT1		
Grant Manager:	Debbie Jacaman		
DUNS Number:	103110834		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2016-BP-ST-0016
Total Federal Award/State Funds Appropriated:	$5,100,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	Grants for local law enforcement agencies to support Operation Border Star. The grant funds may also support the humane processing of remains of undocumented migrants, when specifically awarded for that purpose.

Grant Award Documents

Congratulatory Letter and Instructions

Grantee Responsibilities Memo

Certifications and Assurances

List of Application Errors and Incomplete Information

Item(s) that Need to be Resolved	Tab Name

DATE: December 28, 2015

2016
Appropriation

DEPARTMENT HEAD: Constable Celestino Avila Jr.

DEPARTMENT NAME: Constable Precinct No. 1

ACCOUNT NUMBER: 6-1284-421-00-291-080-6-XXX

Contact Person: Joe F. Espinosa **Ph#** 956-447-3775

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
6-1284-421-00-291-080-6-131	CONST PCT1 LBSP-OVERTIME PAY	24,604.28
6-1284-421-00-291-080-6-220	CONST PCT1 LBSP-FICA	1,882.23
6-1284-421-00-291-080-6-230	CONST PCT1 LBSP-RETIREMENT	2,598.21
6-1284-421-00-291-080-6-250	CONST PCT1 LBSP-UNEMPLOYMENT COMP	147.63
6-1284-421-00-291-080-6-260	CONST PCT1 LBSP-WORKERS COMP	767.65
6-1284-334-10-291-080-6-000	CONST PCT1 LBSP-REVENUES	30,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**30,000.00**

REASON: TO APPROPRIATE FUNDS FOR THE FY16 LBSP GRANT AWARDED TO THE CONSTABLE PCT NO. 1 OFFICE BY THE OFFICE OF THE GOVERNOR'S HOMELAND SECURITY GRANTS DIVISION (HSGD) FOR OVERTIME/FRINGE/MIL EXPENDITURES. GRANT PERIOD EFFECTIVE 10-1-2015 TO 08-31-2016. (GRANT AWARD NO. 2997501).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

COMPREHENSIVE CERTIFICATION AND ASSURANCES

The applicant must assure and certify compliance with any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, 2 CFR 200; the Uniform Grant Management Standards (UGMS); and Title 1, Part 1, Chapter 3 of the Texas Administrative Code, that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a subrecipient, the more restrictive requirement applies. ***By accepting the grant award in eGrants, the subrecipient certifies and assures that it complies and will continue to comply with the following:***

1. **LEGAL AUTHORITY** - It possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required. State agencies are not required to adopt a resolution.
2. **DISPLACED PERSONS** - It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions (42 USC §§ 4601 - 4655) which provide for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
3. **POLITICAL ACTIVITY** – It will comply with provisions of Federal law which limit certain political activities of employees of State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC § 1501, et seq.)
4. **FAIR LABOR STANDARDS ACT** - It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 USC §§ 201 - 219) if applicable.
5. **CONFLICT OF INTEREST** - It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. It will comply with Texas Government Code, Section 572, Employment of Former State Officer or Employee of State Agency.
6. **COMPLIANCE REVIEW OR INVESTIGATIONS** – It will cooperate with any compliance review or complaint investigation conducted by the Federal sponsoring agency or the Office of the Governor.
7. **EXAMINATION OF RECORDS** - It will give the sponsoring agency, the Office of the Governor, the State Auditor's Office, or the Comptroller General, through any authorized representative, access to and the right to audit, examine and copy all records, books, papers, or documents related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through subrecipient and the requirement to cooperate is included in any subcontract it awards related to this grant.
8. **REPORTING** – It will submit timely, complete, and accurate reports to the Federal sponsoring agency or Office of the Governor and maintain appropriate backup documentation to support the reports.
9. **COMPLIANCE WITH REQUIREMENTS** - It will comply with all requirements imposed by the Federal sponsoring agency, the Office of the Governor, or the Comptroller General, concerning special requirements of law, program requirements, special reporting, data collection, evaluation requirements, and other administrative requirements.
10. **EPA VIOLATING FACILITIES** - It will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of the project, are not listed in the Environmental Protection Agency's (EPAs) 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.
11. **FLOOD INSURANCE** - It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act (50 USC § 4001), which states that, on or after March 2, 1975, communities must purchase flood insurance, where such insurance is available in those communities. This requirement is a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that had been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
12. **HISTORIC PRESERVATION** - It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 (16 USC § 470), Executive Order 11593 (identification and protection of historic properties), Archeological and Historical Preservation Act of 1974 (16 USC § 469a-1, et seq.), by (a) consulting with the State Historic Preservation Officer (SHPO) on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
13. **NATIONAL ENVIRONMENTAL POLICY ACT** – It will assist the federal grantor agency in its compliance with the National Environmental Policy Act of 1969 (P.L. 91-190, 42 USC 4321-4347, January 1, 1970, 83 Stat. 852) as amended by P.L. 94-52, July 3, 1975, 89 Stat. 258, and P.L. 94-83, August 9, 1975, 89 Stat. 424), by (a) identifying if any of the following activities will be related to the use of grant funds: (1) new construction; (2) minor renovation or remodeling of a property either listed on or eligible for listing on the National Register of Historic Places or located within a 100-year flood plain; (3) a renovation, lease or any proposed use of a building or facility that will either result in a change in its basic prior use or significantly change its size; and (4) implementation of a new program involving the use of chemicals other than chemicals that are purchased as an incidental component of a funded activity and traditionally used, for example, in office, household, recreational, or education environments; and (b) by complying with the following conditions relating to

clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories: (1) provide medical screening of personnel assigned or to be assigned by the subrecipient to the seizure or closure of clandestine methamphetamine laboratories; (2) provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories; (3) as determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment; (4) assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory; (5) utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory; (6) dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities; (7) monitor the transport, disposal, and recycling components of subsections numbered (5) and (6), immediately above, in order to ensure proper compliance; (8) have in place and/or implement any required written agreements with the Texas Department of Protective and Regulatory Services regarding the safety of any minors located at the clandestine laboratory site, the Texas Commission for Environmental Quality, and other entities deemed necessary by the State Administrative Agency.

14. **NONDISCRIMINATION** –
    A. It will comply with all State and Federal statutes relating to nondiscrimination and ensure, in accordance with federal civil rights laws, that the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
    B. It will comply, and all its contractors will comply, with the nondiscrimination requirements which may include the Civil Rights Act of 1964 (42 USC § 2000d); the Civil Rights Act of 1968 (42 USC § 3601 et seq.); the Rehabilitation Act of 1973 (29 USC § 794); the Americans With Disabilities Act (ADA) of 1990 (42 USC § 12131-34); the Education Amendments of 1972 (USC §§ 1681, 1683, 1685-86); Title IX of the Education Amendments of 1972 (Equal Employment in Education Act) (20 USC § 1681 et seq.); the Age Discrimination Act of 1975 (42 USC §§ 6101-07); Titles I, II and III of the Americans with Disabilities Act; the Drug Abuse and Treatment Act of 1972 (PL 92-255); the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (PL 91-616); Sections 523 and 527 of the Public Health Service Act of 1912 (42 USC §§ 290dd-3 and 290ee-3); and 28 CFR 38 (Equal Treatment for Faith-Based Organizations); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations) and Ex. Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations).
    C. If, during the past three years, the subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the subrecipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the U.S. Department of Homeland Security (DHS) awarding office and the DHS Office of Civil Rights and Civil Liberties.
    D. In the event of 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 the subrecipient, or the subrecipient settles a case or matter alleging such discrimination, subrecipients must forward a copy of the complaint and findings to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
15. **LIMITED ENGLISH PROFICIENCY**- It will comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, subrecipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a subrecipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.
16. **ACTIVITIES CONDUCTED ABROAD** – It will ensure 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.
17. **PERSONALLY IDENTIFIABLE INFORMATION (PII)** – If subrecipient collects PII it will have a publically-available privacy policy that describes what PII it collects, how it uses the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate.
18. **COPYRIGHT** – It will affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, 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.)
19. **DEBARMENT AND SUSPENSION** – It will comply with Executive Orders 12549 and 12689 that requires "a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)", in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties

declared ineligible under statutory or regulatory authority other than Executive Order 12549. The subrecipient certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

20. **DUPLICATION OF BENEFITS** – It will comply with 2 CFR 200.405, which provides that any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.
21. **ENERGY POLICY AND CONSERVATION ACT** – It will comply with the requirements of 42 USC § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this act.
22. **FALSE CLAIMS ACT AND PROGRAM FRAUD CIVIL REMEDIES** – It will comply with the requirements of 31 USC § 3729 which set forth that no subrecipient of federal payments shall submit a false claim for payment. See also 38 USC § 3801-3812 which details the administrative remedies for false claims and statements made.
23. **FEDERAL DEBT STATUS** – It is non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.
24. **FLY AMERICA ACT OF 1974** – It will comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 42 USC § 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 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.
25. **HOTEL AND MOTEL FIRE SAFETY ACT OF 1990** – In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990,* 15 USC § 2225a, it will ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974, as amended,* 15 USC §2225.
26. **PATENTS AND INTELLECTUAL PROPERTY RIGHTS** – Unless otherwise provided by law, subrecipients are subject to the Bayh-Dole Act, PL No 96-517, as amended, and codified in 35 USC § 200 et seq. It will comply with the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 CFR Part 401) and the standard patent rights clause in 37 CFR § 401.14.
27. **PROCUREMENT OF RECOVERED MATERIALS** – It will comply with Section 6002 of the Solid Waste Disposal acts amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the hi9ghest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
28. **SAFECOM** – If emergency communications equipment is provided under the grant, it will comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
29. **TERRORIST FINANCING E.O. 13224** – It will comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of subrecipients to ensure compliance with the E.O. and laws.
30. **TRAFFICKING VICTIMS PROTECTION ACT OF 2000** – It will 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 USC § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, *Federal Register,* Volume 72, No. 218, November 13, 2007. Full text of the award term is provided at 2 CFR § 175.15.
31. **UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)** – It will maintain the currency of the information in the SAM until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 CFR Part 25.
32. **USA PATRIOT ACT OF 2001** – It will 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 USC §§ 175-175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.
33. **USE OF DHS SEAL, LOGO AND FLAGS** – It will obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
34. **WHISTLEBLOWER PROTECTION ACT** – It will comply with the statutory requirements for whistleblower protections (if applicable) at 10 USC 2409, 41 USC 4712, 10 USC 2324, and 41 USC 4304 and 4310.
35. **PROTECTION OF HUMAN SUBJECTS** – It will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that subrecipients comply with applicable provisions/law for the protection of human subjects for purposes of research. It will 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 CFR 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 CFR Part 46.

36. **COASTAL BARRIERS** - It will comply with the provisions of the Coastal Barrier Resources Act (16 USC § 3501, et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
37. **SUPPLANTING PROHIBITION** - It will use funds to supplement existing funds for program activities and may not replace (supplant) non-Federal funds that have been appropriated for the same purpose. The applicant understands that potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this Program, suspension or debarment from Federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.
38. **TAXES** – It will comply with all State and Federal laws and are solely responsible for filing all required State and Federal tax forms.
39. **GRANT ADMINISTRATION** - It will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant, including these standard assurances, are met.
40. **PUBLIC INFORMATION** - It will ensure 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.
41. **CHILD SUPPORT PAYMENTS** – It will comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
42. **SUSPECTED CHILD ABUSE** - It will comply with Section 261.101 of the Texas Family Code, 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. It will also ensure that all program personnel are properly trained and aware of this requirement.
43. **RELATIVES** - It 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.
44. **OPEN MEETINGS** - If the applicant is a governmental entity, it will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically excluded in the Texas Constitution.
45. **HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY** - If the applicant is a health and human services agency or public safety or law enforcement agency, it will not contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
46. **HIV/AIDS WORKPLACE GUIDELINES** – It will 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.
47. **LAW ENFORCEMENT AGENCY** - If the applicant is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, it will not expend any grant funds for this grant unless it is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.
48. **POLITICAL POLLING PROHIBITED** – It will not subgrant to any entity or expend funds for political polling. This prohibition regarding political polling does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.
49. **LIMITATIONS ON GRANTS TO UNITS OF LOCAL GOVERNMENT** - Grant funds may not be expended by 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, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and 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, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and subrecipient 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, which requires subrecipient to make every effort to attain key performance target levels associated with this Grant, 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, which requires that this Grant may only be expended if subrecipient timely completes and files its reports.
50. **EQUAL EMPLOYMENT OPPORTUNITY**- It will comply with the requirement that except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
51. **DAVIS-BACON ACT** – It will comply with the *Davis-Bacon Act*, as amended (40 U.S.C. 3141-3148) that states when required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by subrecipients

must include a provision for compliance with the *Davis-Bacon Act* (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The subrecipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The subrecipient must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the *Copeland "Anti-Kickback" Act* (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The subrecipient must report all suspected or reported violations to the Federal awarding agency.

52. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** - Where applicable, it will comply with the requirement that all contracts awarded by the subrecipient in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
53. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," it will comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
54. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT** – If subrecipient receives grants in excess of $150,000, it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
55. **TEXAS PUBLIC INFORMATION ACT; CONFIDENTIAL INFORMATION** - It acknowledges that the State, OOG, and this grant are subject to the Texas Public Information Act, Texas Government Code Chapter 552, (the "PIA"). Subrecipient acknowledges that the OOG will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. The subrecipient acknowledges that information created or exchanged in connection with this grant is subject to the PIA, and subrecipient agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to the OOG or State. The subrecipient will cooperate with OOG in the production of documents or information responsive to a request for information. Information provided by or on behalf of subrecipient under, pursuant to, or in connection with this grant that the subrecipient considers proprietary, financial, or trade secret information (collectively "Confidential Information") shall be designated as such when it is provided to OOG or State or any other entity in accordance with this grant. OOG agrees to notify subrecipient in writing within a reasonable time from receipt of a request for information covering subrecipient's Confidential Information. OOG will make a determination whether to submit a Public Information Act request to the Attorney General. The subrecipient agrees to maintain the confidentiality of information received from the OOG or State during the performance of this grant, including information which discloses confidential personal information particularly, but not limited to, personally identifying information, personal financial information and social security numbers. Subrecipient will notify OOG within twenty-four (24) hours of receipt of any third party requests for information that was provided to the subrecipient by the OOG or the State.
56. **FUNDING LIMITATION** - It agrees that nothing in this grant will be interpreted to create an obligation or liability of the OOG in excess of the funds delineated in this grant. Subrecipient agrees that funding for this grant is subject to the actual receipt by the OOG of grant funds appropriated to the OOG. Subrecipient agrees that the grant funds, if any, received from the OOG may be limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OOG for the purpose of this grant. Subrecipient agrees that notwithstanding any other provision of this grant, if the OOG is not appropriated the funds or if the OOG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OOG for this grant program are required to be reallocated to fund other federal or state programs or purposes, the OOG is not liable to pay the subrecipient any remaining balance on this grant.
57. **NO WAIVER OF SOVEREIGN IMMUNITY** - It agree that no provision of this grant is in any way intended to constitute a waiver by the OOG, its officers, employees, agents, or contractors or the State of Texas of any immunities from suit or from liability that the OOG or the State of Texas may have by operation of law.
58. **INDEPENDENT CONTRACTOR STATUS** - It agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of subrecipient be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OOG or the State of Texas. Subrecipient is not a "governmental body" by virtue of receipt of grant funds under this Contract. Likewise, the persons identified by subrecipient as meeting the Created Job Target or Baseline are not state employees by virtue of this Contract. All persons furnished, used, retained, or hired by or on behalf of subrecipient or any of subrecipient's contractors shall be

considered to be solely the employees or agents of subrecipient or subrecipient's contractors. Subrecipient or subrecipient's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law. Subrecipient agrees to take such steps as may be necessary to ensure that each contractor of subrecipient will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of the OOG or the State of Texas. Subrecipient is responsible for all types of claims whatsoever due to actions or performance under this Contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties.

59. **GOVERNING LAW; VENUE** –This Contract is made and entered into in the State of Texas. This Contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements. Except where state law establishes mandatory venue, subrecipient agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. Subrecipient hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that subrecipient is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.
60. **COMPLIANCE WITH LICENSING, PERMITTING AND REGULATORY BODIES** - Subrecipient certifies that it has obtained all licenses, certifications, permits and authorizations necessary to perform its obligations under this Contract, without costs to the OOG. Subrecipient shall comply with any applicable federal, state, county, local and municipal laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations, in connection with its obligations under this Contract. Subrecipient certifies that it currently is in good standing with all licensing, permitting or regulatory bodies that regulate any or all aspects of subrecipient's business or operations. Subrecipient agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.
61. **CHAPTER 2260 OF THE TEXAS GOVERNMENT CODE** – Subrecipient agrees the dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by the Parties to attempt to resolve any claim for breach of this Contract made by subrecipient. Subrecipient's claims for breach of this Contract that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, subrecipient shall submit written notice to the OOG's contact. Said notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. Compliance by subrecipient with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code. The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is subrecipient's sole and exclusive process for seeking a remedy for any and all alleged breaches of this Contract by the OOG if the Parties are unable to otherwise informally resolve their disputes. Compliance with the contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. Neither the execution of this Contract by OOG nor any other conduct of any representative of OOG relating to this Contract shall be considered a waiver of sovereign immunity. The submission, processing, and resolution of subrecipient's claim is governed by the OOG's published rules, if any. If no OOG rules have been published, then Title 1, Chapter 155 of the Texas Administrative Code, shall govern.
62. **INDEMNITY AND HOLD HARMLESS -** SUBRECIPIENT AGREES TO INDEMNIFY AND HOLD HARMLESS THE OOG, THE STATE OF TEXAS AND ITS EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS OR SUITS WHATSOEVER, INCLUDING ANY LITIGATION COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN SUBRECIPIENT'S PERFORMANCE UNDER THIS GRANT. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH OOG AND THE OFFICE OF THE ATTORNEY GENERAL WHEN THE OOG, THE STATE OF TEXAS OR ITS EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS AND/OR DESIGNEES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OOG AND THE OFFICE OF THE ATTORNEY GENERAL. SUBRECIPIENT AND THE OOG AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIMS.
63. **DRUG-FREE WORKPLACE** – It will comply with drug-free workplace requirements in Subpart B of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).
64. **LOBBYING** – The applicant certifies that:
    a. It will not use grant 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 approval of the Governor's Office.
    b. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify the Governor's Office to obtain the appropriate disclosure form.
    c. It will comply with 31 USC § 1352, as applicable, which provides that none of the funds provided under an award may be expended by the subrecipient 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,
    d. It will include the language of paragraphs A., B. and C. of this Section in the award documents for all sub-awards at all tiers and will require all subrecipients to certify accordingly.

GOVERNOR GREG ABBOTT

To: HSGD Grant Recipient
From: Aimee Snoddy, Director Homeland Security Grants Division
Contact: (512) 463-1919
Reference: Subrecipient Responsibilities

Congratulations on your grant award from Governor Greg Abbott's Homeland Security Grants Division (HSGD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at https://eGrants.gov.texas.gov.

SECTION I: APPLICABLE TO ALL HSGD SUBRECIPIENTS

Requirements for Grants - Subrecipients shall comply with all applicable federal, state, and local laws and regulations applicable to this Grant including but not limited those noted as standard Comprehensive Certifications and Assurances (See Attachment A); 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Texas Government Code, Chapter 783, Uniform Grant and Contract Management; and the Texas Uniform Grants Management Standards (UGMS) available at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. HSGD reserves the right to add additional responsibilities and requirements, with or without advance notice to subrecipients.

Performance Standards – The subrecipient shall perform all activities entered into eGrants which are approved by HSGD. In the event the subrecipient fails to implement the activities approved by HSGD or comply with any provision of this Grant, the subrecipient may be liable to HSGD for an amount not to exceed the award amount and may be prohibited from applying for or receiving additional funds for other grant programs administered by the Governor's Office until repayment to HSGD is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant.

Performance Period - The performance period for this Grant is listed on the Statement of Grant Award. All goods must be obligated and all services must be received within the performance period. HSGD will not be obligated to reimburse expenses incurred after the performance period.

Liquidation Period - The liquidation date is 90 calendar days after the grant end date, unless otherwise noted in the original grant award or a grant adjustment. Funds **not** obligated by the end of the grant period and **not** expended by the liquidation date will revert to HSGD.

Financial Reporting – Financial Status Reports must be submitted to HSGD via eGrants. Financial status reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter regardless of when the Grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to HSGD on or before the grant liquidation date or funds will lapse and HSGD will provide them as grants to others who need the funding.

Close Out – HSGD will close-out the grant award when it determines that all applicable administrative actions and all required work of the Grant have been completed by the subrecipient.

- The subrecipient must submit all financial, performance, and other reports as required by the terms and conditions of the grant award. Submission of the final Financial Status Report will initiate grant close out with HSGD.
- The subrecipient must promptly refund any balances of unobligated cash that the HSGD paid in advance or paid and that are not authorized to be retained by the subrecipient for use in other projects.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports or through Advance Payment Requests. Upon HSGD approval of the Financial Status Report or Advance Payment Request, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income (GPI) – Any income generated as a direct result of the grant activities must be reported to HSGD through the Financial Status Report and grant adjustment processes. Program income must be used to offset project costs unless prior approval is granted allowing a supplement to project costs. Program income must be expended prior to seeking payments from HSGD and must be accounted and used for the purposes of the grant activities as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by HSGD.

Project Changes – Subrecipients may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Property Management and Inventory - Equipment purchased with grant funds must be used for the purpose of the Grant and as approved by HSGD. An inventory report must be kept on file

containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

- At least every two (2) years, subrecipients must take a physical inventory and reconcile the results with property records.
- Subrecipients must maintain property/inventory records which, at minimum, 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.
- Subrecipients must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.
- The subrecipient must account for any real and personal property acquired with grant funds or received from the Federal Government in accordance with 2 C.F.R. 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the subrecipient, according to the requirements listed herein, and provided to HSGD upon request, if applicable.
- When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA or HSGD, you must make proper disposition of the equipment pursuant to 2 C.F.R. 200.313 and/or the Uniform Grant Management Standards (UGMS), as applicable.

Fidelity Bond – Each nonprofit corporation receiving funds from HSGD must obtain and have on file a blanket fidelity bond that indemnifies HSGD against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the HSGD grant period.

Required Notifications – Subrecipients must immediately notify HSGD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Subrecipients must notify the local prosecutor's office of any possible criminal violations. Subrecipients must immediately notify HSGD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the subrecipient must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to HSGD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a subrecipient based on race, color, national origin, sex, age, or handicap, the subrecipient agrees to immediately forward a copy of the judgment or order to HSGD.

Project Effectiveness – Subrecipients should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Subrecipients must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Subrecipients must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by HSGD, or its designee. To remain eligible for funding, the subrecipient must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Subrecipients must readily make available to the Governor's Office or its agents all requested records. The Governor's Office may make unannounced monitoring visits at any time. The subrecipient must make every effort to resolve all issues, findings, or actions identified within the time frame specified by the Governor's Office.

For Fiscal Years Beginning Before December 26, 2014 Subrecipients expending over $500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at http://www.whitehouse.gov/omb/circulars/index.html and the State Single Audit Circular issued under UGMS at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. Subrecipients must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the subrecipient receives the audit results or nine months after the end of the audit period, whichever is earlier.

For Fiscal Years Beginning On or After December 26, 2014 Subrecipients expending over $750,000 in state or federal grant funds during the fiscal year are subject to 2 CFR, Part 200, Subpart F – Audit Requirements http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl and the State Single Audit Circular issued under UGMS at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. Subrecipients must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with 2 CFR, Part 200, Subpart F – Audit Requirements or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the Subrecipient receives the audit results or nine months after the end of the audit period, whichever is earlier

Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the Grant, and civil or criminal penalties. Refer to the Guide to Grants at https://eGrants.gov.texas.gov/updates.aspx for additional information on supplanting.

Conflict of Interest – Subrecipients should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Subrecipients must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods.

- When contractual or equipment procurement is anticipated to be in excess of $150,000, subrecipients must submit a Procurement Questionnaire https://eGrants.gov.texas.gov/updates.aspx to HSGD for approval prior to procurement. Subrecipients must ensure these contracts address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
- When contractual or equipment procurement is anticipated to be in excess of $10,000, subrecipients must address termination for cause and for convenience by the subrecipient including the manner by which it will be effected and the basis for settlement.
- Prior to contracting with any vendor or subawardee using funds awarded under this Grant, subrecipients must 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/.

Travel – Subrecipients must follow their established policies and good fiscal stewardship related to travel expenses. If the subrecipient does not have established policies regarding in-state and out-of-state travel, the subrecipient must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from HSGD must comply with all requirements for uniform crime reporting and must ensure that prompt reporting will remain current throughout the grant period.

Criminal History Reporting - Entities receiving funds from HSGD must comply with all requirements outlined in the Texas Code of Criminal Procedure, Ch. 60, related to maintaining and reporting criminal history records.

Limited English Proficiency – Subrecipients must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at http://www.lep.gov.

Law Enforcement Programs – Law enforcement programs receiving funds from HSGD must be in compliance with all rules developed by the Texas Commission on Law Enforcement.

Automated License Plate Readers - Subrecipients requesting funds for Automated License Plate Readers (ALPR) must have a written policy regarding use of the ALPR and related data

retention. Subrecipients also must enter into a User Agreement with the Texas Department of Public Safety (DPS), Crime Records Division to gain access to the Texas Automated License Plate Reader (LPR) Database so that data may be shared among all participating local, state, and federal agencies. DPS Crime Records Division will provide written certification of your jurisdiction's participation upon request. Please provide HSGD with a copy of the certification received from DPS Crime Records Division.

28 C.F.R. Part 23 Guidance - Any information technology system funded or supported by these funds must comply with 28 C.F.R. Part 23, *Criminal Intelligence Systems Operating Policies.*

National Information Exchange Model (NIEM) – Subrecipients must use the latest NIEM specifications and guidelines regarding the use of Extensible Markup Language (XML) when using HSGP funds to develop, procure, or implement homeland security information exchanges including systems and databases. Further information about NIEM specifications and guidelines is available at http://www.niem.gov.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the HSGD approved budget, the subrecipient agency has an overtime policy approved by its governing body, and both grant-paid and non-grant paid personnel are treated the same with regards to the application of overtime policy(ies). In addition, in no case is dual compensation allowable. That is, an employee of a subrecipient agency may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a single period of time, even though such work may benefit both activities. Overtime payments issued outside of these guidelines are the responsibility of the subrecipient agency.

Cancellation for Awards - Subrecipients must take reasonable steps to commence project activities upon receiving notice of a grant award:

> **Commencement Within 60 Days.** If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the subrecipient must report by letter to HSGD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.
>
> **Commencement Within 90 Days.** If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the subrecipient must submit a second statement to HSGD explaining the implementation delay. Upon receipt of the 90-day letter, HSGD may cancel the project and redistribute the funds to other project areas. HSGD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Subrecipients must immediately notify and provide a copy to HSGD of any Public Information Request received by the agency related to this Grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant funds may not be used to influence the payment, loan, or gift to a person or political organization for a political purpose, or to influence the passage or defeat of legislation.
- Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.
- Subrecipients must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Retention and Accessibility of Records - Subrecipients must maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant 2 CFR 200.333, UGMS, and this Grant.

- Subrecipients must retain these records and any supporting documentation for a minimum of seven (7) 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 related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.
- DHS or HSGD may direct a subrecipient to retain documents for longer periods of time or to transfer certain records to DHS or HSGD custody when DHS or HSGD determines that the records possess long term retention value.
- Subrecipients must give the DHS, the Comptroller General of the United States, the Texas State Auditor's Office, HSGD, 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 subrecipient pertaining to this Grant including records concerning the past use of grant funds. Such rights to access shall continue as long as the records are maintained.

- Subrecipients must include the substance of this Section in all subcontracts.
- Subrecipients must 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.

SECTION II: APPLICABLE TO ALL FEDERALLY FUNDED SUBRECIPIENTS

Federal Notice of Funding Opportunity - All allocations and use of funds under this Grant shall be in accordance with the applicable federal Notice of Funding Opportunity (NOFO) for the Federal Grant Title specified on this Grant.

Acknowledgement of Federal Funding from DHS – All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing project programs funded in whole or in part with Federal funds from the U.S. Department of Homeland Security (DHS).

Emergency Management Plan - During the performance period of this Grant, subrecipients must maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or 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 subrecipient's plan, the subrecipient shall correct deficiencies within 60 calendar days of receiving notice of such deficiencies from TDEM.

Mutual Aid Agreement – During the performance period of this Grant the subrecipient must participate in a legally-adopted county and/or regional mutual aid agreement.

National Incident Management System (NIMS) – During the performance period of this Grant, the subrecipient must implement the NIMS in a manner consistent with the NIMS Implementation Objectives outlined by FEMA at http://www.fema.gov/national-incident-management-system.

Texas Regional Response Network (TRRN) – Subrecipients must be registered users of the TRRN (or other response asset inventory management system specified by HSGD) and shall enter any deployable equipment with a cost of $5,000 or more, purchased with Homeland Security Grant funds into the TRRN (https://www.trrn.state.tx.us).

Environmental and Historical Review – Subrecipients must assess federally funded projects for potential impact to environmental resources and historic properties and submit any required screening form(s) as soon as possible within the deadlines established by HSGD. 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.

Subrecipients must include sufficient review time 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 HSGD will not authorize or release grant funds for non-compliant projects.

- As soon as possible upon receiving this Grant, the subrecipient must provide information to HSGD 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 HSGD 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. Subrecipients must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances. See FEMA Information Bulletin 329.
- Subrecipients 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. Subrecipients 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. The subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered the subrecipient must immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Management and Administration - If this Grant includes funds for management and administration (M&A), the subrecipient must comply with all applicable requirements and limitations with respect to M&A. The subrecipient's M&A shall not exceed 5% of their total project(s).

Personnel Cap - Up to fifty percent (50%) of all federal Homeland Security Grant Program (HSGP) awards 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. Subrecipients 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 HSGD at eGrants@gov.texas.gov. Requests for waivers shall be submitted on official subrecipient letterhead and be signed by the subrecipient's authorized official. Waivers shall contain the information required on page 9 of the FEMA Information Bulletin 379.

SECTION III: APPLICABLE TO FEDERALLY FUNDED OPSG SUBRECIPIENTS:

Subrecipients receiving Operation Stonegarden (OPSG) funds are 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/OPSG Program Office for final review/approval. Official notification of approval will be sent by FEMA via email to HSGD and CBP/BP HQ in Washington, D.C.

- Subrecipients shall develop and submit required operational documents through the border area's Integrated Planning Team.
- Subrecipients 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 the grant performance period.
- Subrecipients intending to spend more than 50 percent of their award on overtime over the course of the performance period, must submit an overtime waiver request through the Integrated Planning Team.
- Subrecipients shall develop and submit Operations Orders for Tactical operational periods to achieve the strategic objectives of the campaign plan.
- Subrecipients shall only initiate tactical operations after the specific Operations Order(s) are approved through the Border Patrol Headquarters and by FEMA, and HSGD has issued an Award or Grant Adjustment Notice (GAN) to the jurisdiction.

SECTION IV: REMEDIES FOR NON-COMPLIANCE

If any subrecipient 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, HSGD may take one or more of the following actions, as appropriate in the circumstances:

- Temporarily withhold cash payments pending correction of the deficiency or more severe enforcement action by HSGD;
- Disallow or deny use of funds for all or part of the cost of the activity or action not in compliance;
- Wholly or partially suspend or terminate this Grant;
- Withhold further awards; or
- Take other remedies that may be legally available.

Subrecipient costs resulting from obligations incurred during a suspension or after termination of this Grant are not allowable unless HSGD expressly authorizes them in the notice of suspension or termination or subsequently.

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

December 30, 2015

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, 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 office of the governor's homeland security grants division (HSGD). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$30,000.00	Local Border Security Program (LBSP FY2016) Award No. 2997501

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

1/4/16
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY 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-52718 **Constables 13. A.**
CC - REGULAR
Meeting Date: 01/05/2016
Submitted For: Constable Celestino Avila, Jr., CONSTABLE PCT. #1
Submitted By: Joe Espinoza, CONSTABLE PCT. #1
Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. 1 - LBSP 16 (1284):
1. Authorization and approval to accept the Local Border Security Program FY 2016 Grant (LBSP-16).
2. Authorization for County Judge, as authorized official, to electronically sign grant award form and related documents.
3. Authorization to pay overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues, as certified by the County Auditor, for the Local Border Security Program FY 2016 (LBSP-16).
5. Approval to appropriate the budget for LBSP-16 grant award in the amount of $30,000.00.

BACKGROUND

1. Authorization to apply for LBSP-16 (AI#51195) approved by Commissioners' Court on 09/15/15.
2. Grant Number: 2997501
3. Grant Period: 10/01/2015 - 08/31/2016.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1284-421-00-291-080-6-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

County Fiscal/Calendar Year: 6
Grant Fiscal Year: 16
Account Fiscal Year: 6
Grant Period: October 1, 2015 through August 31, 2016

Expenditure Account: 6-1284-421-00-291-080-6-XXX
Revenue Account: 6-1284-334-10-291-080-6-000 Const Pct 1 LBSP-Revenues

No matching funds required. The LBSP grant will only cover Overtime, FICA, Retirement, Unemployment Compensation, and Workers Comp
fringe benefits. All other fringe benefits will be charged to the Constable Pct.
1's general fund account (6-1100-421-00-291-001-0-XXX)

Attachments

SOGA Congr Letter
Award Letter

Hector Sandoval

From: Joe Espinosa [joe.espinosa@co.hidalgo.tx.us]
Sent: Monday, December 28, 2015 12:12 PM
To: Hector Sandoval
Cc: Raul Lozano Jr
Subject: Certification of Revenues Border star 2016

Good Morning Hector, I am requesting a certification of revenues for the Local Border Security Grant #2997501 FY2016.Thank You So Much

--
Chief Deputy Joe F. Espinosa
Hidalgo County Constables Office Pct 1.
Constable Celestino Avila
1900 Joe Stephens Weslaco, Texas 78596
(956) 447-3775 ext. 1106
(956) 246-8152 cell

GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://cGrants.gov.texas.gov and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Subrecipient Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer HSGD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

Aimee Snoddy
Director
Homeland Security Grants Division

9:39 AM

Agency Name: Hidalgo County | Grant/App: 2997501 | Start Date: 10/1/2015
Project Title: Local Border Security Program-Constable PCT1 | Status: Pending AO Acceptance of Award | End Date: 8/31/2016 | Fund Source: BL-Local Border Security Program (LBSP)
Current Grant Manager: Debbie Jacaman | Current Program Manager: Arturo Mendez | Liquidation Date:
CFDA: NONE

General Information and Instructions

Collapse Introduction

CONGRATULATIONS ON YOUR AWARD!

To certify compliance and activate your Agency's grant, your Authorized Official (AO) must log in to eGrants and click the "Accept" button on this page. This must be done within 45 days of the grant award notice."

If you do not accept the terms and conditions of this grant award, click "Decline" below.

The grant officials listed on the grant application will receive an email notice from OOG when the Authorized Official accepts or declines the grant award. If you do not receive this message, please contact eGrants Help Desk.

View Certification and Assurances

View Instructions

Statement of Grant Award (SOGA)

The Statement of Grant Award is your official notice of award from the Governor's Homeland Security Grants Division (HSGD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Texas Government Code, Chapter 783, Uniform Grant and Contract Management; and the Texas Uniform Grant Management Standards (UGMS) that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a subrecipient, the more restrictive requirement applies. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grantee Responsibilities Memo, the Comprehensive Certifications and Assurance Form, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below.

Grant Number:	2997501	**Award Amount:**	$30,000.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	**Grantee Cash Match:**	$0.00
Grant Period:	10/01/2015 - 08/31/2016	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2016	**Total Project Cost:**	$30,000.00
Program Fund:	BL-Local Border Security Program (LBSP)		
Grantee Name:	Hidalgo County		
Project Title:	Local Border Security Program-Constable PCT1		
Grant Manager:	Debbie Jacaman		
DUNS Number:	103110834		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2016-BP-ST-0016
Total Federal Award/State Funds Appropriated:	$5,100,000.00
Pass Thru Entity Name:	Texas Office of the Governor - Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	Grants for local law enforcement agencies to support Operation Border Star. The grant funds may also support the humane processing of remains of undocumented migrants, when specifically awarded for that purpose.

Grant Award Documents

Congratulatory Letter and Instructions

Grantee Responsibilities Memo

Certifications and Assurances

List of Application Errors and Incomplete Information

Item(s) that Need to be Resolved	Tab Name

COMPREHENSIVE CERTIFICATION AND ASSURANCES

The applicant must assure and certify compliance with any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, 2 CFR 200; the Uniform Grant Management Standards (UGMS); and Title 1, Part 1, Chapter 3 of the Texas Administrative Code, that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a subrecipient, the more restrictive requirement applies. ***By accepting the grant award in eGrants, the subrecipient certifies and assures that it complies and will continue to comply with the following:***

1. **LEGAL AUTHORITY** - It possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required. State agencies are not required to adopt a resolution.
2. **DISPLACED PERSONS** - It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions (42 USC §§ 4601 - 4655) which provide for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
3. **POLITICAL ACTIVITY** – It will comply with provisions of Federal law which limit certain political activities of employees of State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC § 1501, et seq.)
4. **FAIR LABOR STANDARDS ACT** - It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 USC §§ 201 - 219) if applicable.
5. **CONFLICT OF INTEREST** - It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. It will comply with Texas Government Code, Section 572, Employment of Former State Officer or Employee of State Agency.
6. **COMPLIANCE REVIEW OR INVESTIGATIONS** – It will cooperate with any compliance review or complaint investigation conducted by the Federal sponsoring agency or the Office of the Governor.
7. **EXAMINATION OF RECORDS** - It will give the sponsoring agency, the Office of the Governor, the State Auditor's Office, or the Comptroller General, through any authorized representative, access to and the right to audit, examine and copy all records, books, papers, or documents related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through subrecipient and the requirement to cooperate is included in any subcontract it awards related to this grant.
8. **REPORTING** – It will submit timely, complete, and accurate reports to the Federal sponsoring agency or Office of the Governor and maintain appropriate backup documentation to support the reports.
9. **COMPLIANCE WITH REQUIREMENTS** - It will comply with all requirements imposed by the Federal sponsoring agency, the Office of the Governor, or the Comptroller General, concerning special requirements of law, program requirements, special reporting, data collection, evaluation requirements, and other administrative requirements.
10. **EPA VIOLATING FACILITIES** - It will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of the project, are not listed in the Environmental Protection Agency's (EPAs) 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.
11. **FLOOD INSURANCE** - It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act (50 USC § 4001), which states that, on or after March 2, 1975, communities must purchase flood insurance, where such insurance is available in those communities. This requirement is a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that had been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
12. **HISTORIC PRESERVATION** - It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 (16 USC § 470), Executive Order 11593 (identification and protection of historic properties), Archeological and Historical Preservation Act of 1974 (16 USC § 469a-1, et seq.), by (a) consulting with the State Historic Preservation Officer (SHPO) on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
13. **NATIONAL ENVIRONMENTAL POLICY ACT** – It will assist the federal grantor agency in its compliance with the National Environmental Policy Act of 1969 (P.L. 91-190, 42 USC 4321-4347, January 1, 1970, 83 Stat. 852) as amended by P.L. 94-52, July 3, 1975, 89 Stat. 258, and P.L. 94-83, August 9, 1975, 89 Stat. 424), by (a) identifying if any of the following activities will be related to the use of grant funds: (1) new construction; (2) minor renovation or remodeling of a property either listed on or eligible for listing on the National Register of Historic Places or located within a 100-year flood plain; (3) a renovation, lease or any proposed use of a building or facility that will either result in a change in its basic prior use or significantly change its size; and (4) implementation of a new program involving the use of chemicals other than chemicals that are purchased as an incidental component of a funded activity and traditionally used, for example, in office, household, recreational, or education environments; and (b) by complying with the following conditions relating to

clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories: (1) provide medical screening of personnel assigned or to be assigned by the subrecipient to the seizure or closure of clandestine methamphetamine laboratories; (2) provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories; (3) as determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment; (4) assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory; (5) utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory; (6) dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities; (7) monitor the transport, disposal, and recycling components of subsections numbered (5) and (6), immediately above, in order to ensure proper compliance; (8) have in place and/or implement any required written agreements with the Texas Department of Protective and Regulatory Services regarding the safety of any minors located at the clandestine laboratory site, the Texas Commission for Environmental Quality, and other entities deemed necessary by the State Administrative Agency.

14. **NONDISCRIMINATION** –
    A. It will comply with all State and Federal statutes relating to nondiscrimination and ensure, in accordance with federal civil rights laws, that the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
    B. It will comply, and all its contractors will comply, with the nondiscrimination requirements which may include the Civil Rights Act of 1964 (42 USC § 2000d); the Civil Rights Act of 1968 (42 USC § 3601 et seq.); the Rehabilitation Act of 1973 (29 USC § 794); the Americans With Disabilities Act (ADA) of 1990 (42 USC § 12131-34); the Education Amendments of 1972 (USC §§ 1681, 1683, 1685-86); Title IX of the Education Amendments of 1972 (Equal Employment in Education Act) (20 USC § 1681 et seq.); the Age Discrimination Act of 1975 (42 USC §§ 6101-07); Titles I, II and III of the Americans with Disabilities Act; the Drug Abuse and Treatment Act of 1972 (PL 92-255); the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (PL 91-616); Sections 523 and 527 of the Public Health Service Act of 1912 (42 USC §§ 290dd-3 and 290ee-3); and 28 CFR 38 (Equal Treatment for Faith-Based Organizations); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations) and Ex. Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations).
    C. If, during the past three years, the subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the subrecipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the U.S. Department of Homeland Security (DHS) awarding office and the DHS Office of Civil Rights and Civil Liberties.
    D. In the event of 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 the subrecipient, or the subrecipient settles a case or matter alleging such discrimination, subrecipients must forward a copy of the complaint and findings to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
15. **LIMITED ENGLISH PROFICIENCY**- It will comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, subrecipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a subrecipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.
16. **ACTIVITIES CONDUCTED ABROAD** – It will ensure 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.
17. **PERSONALLY IDENTIFIABLE INFORMATION (PII)** – If subrecipient collects PII it will have a publically-available privacy policy that describes what PII it collects, how it uses the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate.
18. **COPYRIGHT** – It will affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, 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.)
19. **DEBARMENT AND SUSPENSION** – It will comply with Executive Orders 12549 and 12689 that requires "a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)", in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties

declared ineligible under statutory or regulatory authority other than Executive Order 12549. The subrecipient certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

20. **DUPLICATION OF BENEFITS** – It will comply with 2 CFR 200.405, which provides that any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.
21. **ENERGY POLICY AND CONSERVATION ACT** – It will comply with the requirements of 42 USC § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this act.
22. **FALSE CLAIMS ACT AND PROGRAM FRAUD CIVIL REMEDIES** – It will comply with the requirements of 31 USC § 3729 which set forth that no subrecipient of federal payments shall submit a false claim for payment. See also 38 USC § 3801-3812 which details the administrative remedies for false claims and statements made.
23. **FEDERAL DEBT STATUS** – It is non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.
24. **FLY AMERICA ACT OF 1974** – It will comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 42 USC § 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 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.
25. **HOTEL AND MOTEL FIRE SAFETY ACT OF 1990** – In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 USC § 2225a, it will ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974, as amended*, 15 USC §2225.
26. **PATENTS AND INTELLECTUAL PROPERTY RIGHTS** – Unless otherwise provided by law, subrecipients are subject to the Bayh-Dole Act, PL No 96-517, as amended, and codified in 35 USC § 200 et seq. It will comply with the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 CFR Part 401) and the standard patent rights clause in 37 CFR § 401.14.
27. **PROCUREMENT OF RECOVERED MATERIALS** – It will comply with Section 6002 of the Solid Waste Disposal acts amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the hi9ghest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
28. **SAFECOM** – If emergency communications equipment is provided under the grant, it will comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
29. **TERRORIST FINANCING E.O. 13224** – It will comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of subrecipients to ensure compliance with the E.O. and laws.
30. **TRAFFICKING VICTIMS PROTECTION ACT OF 2000** – It will 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 USC § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, *Federal Register*, Volume 72, No. 218, November 13, 2007. Full text of the award term is provided at 2 CFR § 175.15.
31. **UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)** – It will maintain the currency of the information in the SAM until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 CFR Part 25.
32. **USA PATRIOT ACT OF 2001** – It will 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 USC §§ 175-175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.
33. **USE OF DHS SEAL, LOGO AND FLAGS** – It will obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
34. **WHISTLEBLOWER PROTECTION ACT** – It will comply with the statutory requirements for whistleblower protections (if applicable) at 10 USC 2409, 41 USC 4712, 10 USC 2324, and 41 USC 4304 and 4310.
35. **PROTECTION OF HUMAN SUBJECTS** – It will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that subrecipients comply with applicable provisions/law for the protection of human subjects for purposes of research. It will 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 CFR 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 CFR Part 46.

36. **COASTAL BARRIERS** - It will comply with the provisions of the Coastal Barrier Resources Act (16 USC § 3501, et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
37. **SUPPLANTING PROHIBITION** - It will use funds to supplement existing funds for program activities and may not replace (supplant) non-Federal funds that have been appropriated for the same purpose. The applicant understands that potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this Program, suspension or debarment from Federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.
38. **TAXES** – It will comply with all State and Federal laws and are solely responsible for filing all required State and Federal tax forms.
39. **GRANT ADMINISTRATION** - It will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant, including these standard assurances, are met.
40. **PUBLIC INFORMATION** - It will ensure 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.
41. **CHILD SUPPORT PAYMENTS** – It will comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
42. **SUSPECTED CHILD ABUSE** - It will comply with Section 261.101 of the Texas Family Code, 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. It will also ensure that all program personnel are properly trained and aware of this requirement.
43. **RELATIVES** - It 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.
44. **OPEN MEETINGS** - If the applicant is a governmental entity, it will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically excluded in the Texas Constitution.
45. **HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY** - If the applicant is a health and human services agency or public safety or law enforcement agency, it will not contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
46. **HIV/AIDS WORKPLACE GUIDELINES** – It will 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.
47. **LAW ENFORCEMENT AGENCY** - If the applicant is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, it will not expend any grant funds for this grant unless it is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.
48. **POLITICAL POLLING PROHIBITED** – It will not subgrant to any entity or expend funds for political polling. This prohibition regarding political polling does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.
49. **LIMITATIONS ON GRANTS TO UNITS OF LOCAL GOVERNMENT** - Grant funds may not be expended by 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, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and 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, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and subrecipient 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, which requires subrecipient to make every effort to attain key performance target levels associated with this Grant, 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, which requires that this Grant may only be expended if subrecipient timely completes and files its reports.
50. **EQUAL EMPLOYMENT OPPORTUNITY**- It will comply with the requirement that except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
51. **DAVIS-BACON ACT** – It will comply with the *Davis-Bacon Act*, as amended (40 U.S.C. 3141-3148) that states when required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by subrecipients

must include a provision for compliance with the *Davis-Bacon Act* (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The subrecipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The subrecipient must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the *Copeland "Anti-Kickback" Act* (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The subrecipient must report all suspected or reported violations to the Federal awarding agency.

52. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** - Where applicable, it will comply with the requirement that all contracts awarded by the subrecipient in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
53. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," it will comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
54. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT** – If subrecipient receives grants in excess of $150,000, it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
55. **TEXAS PUBLIC INFORMATION ACT; CONFIDENTIAL INFORMATION** - It acknowledges that the State, OOG, and this grant are subject to the Texas Public Information Act, Texas Government Code Chapter 552, (the "PIA"). Subrecipient acknowledges that the OOG will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. The subrecipient acknowledges that information created or exchanged in connection with this grant is subject to the PIA, and subrecipient agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to the OOG or State. The subrecipient will cooperate with OOG in the production of documents or information responsive to a request for information. Information provided by or on behalf of subrecipient under, pursuant to, or in connection with this grant that the subrecipient considers proprietary, financial, or trade secret information (collectively "Confidential Information") shall be designated as such when it is provided to OOG or State or any other entity in accordance with this grant. OOG agrees to notify subrecipient in writing within a reasonable time from receipt of a request for information covering subrecipient's Confidential Information. OOG will make a determination whether to submit a Public Information Act request to the Attorney General. The subrecipient agrees to maintain the confidentiality of information received from the OOG or State during the performance of this grant, including information which discloses confidential personal information particularly, but not limited to, personally identifying information, personal financial information and social security numbers. Subrecipient will notify OOG within twenty-four (24) hours of receipt of any third party requests for information that was provided to the subrecipient by the OOG or the State.
56. **FUNDING LIMITATION** - It agrees that nothing in this grant will be interpreted to create an obligation or liability of the OOG in excess of the funds delineated in this grant. Subrecipient agrees that funding for this grant is subject to the actual receipt by the OOG of grant funds appropriated to the OOG. Subrecipient agrees that the grant funds, if any, received from the OOG may be limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OOG for the purpose of this grant. Subrecipient agrees that notwithstanding any other provision of this grant, if the OOG is not appropriated the funds or if the OOG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OOG for this grant program are required to be reallocated to fund other federal or state programs or purposes, the OOG is not liable to pay the subrecipient any remaining balance on this grant.
57. **NO WAIVER OF SOVEREIGN IMMUNITY** - It agree that no provision of this grant is in any way intended to constitute a waiver by the OOG, its officers, employees, agents, or contractors or the State of Texas of any immunities from suit or from liability that the OOG or the State of Texas may have by operation of law.
58. **INDEPENDENT CONTRACTOR STATUS** - It agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of subrecipient be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OOG or the State of Texas. Subrecipient is not a "governmental body" by virtue of receipt of grant funds under this Contract. Likewise, the persons identified by subrecipient as meeting the Created Job Target or Baseline are not state employees by virtue of this Contract. All persons furnished, used, retained, or hired by or on behalf of subrecipient or any of subrecipient's contractors shall be

considered to be solely the employees or agents of subrecipient or subrecipient's contractors. Subrecipient or subrecipient's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law. Subrecipient agrees to take such steps as may be necessary to ensure that each contractor of subrecipient will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of the OOG or the State of Texas. Subrecipient is responsible for all types of claims whatsoever due to actions or performance under this Contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties.

59. **GOVERNING LAW; VENUE** –This Contract is made and entered into in the State of Texas. This Contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements. Except where state law establishes mandatory venue, subrecipient agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. Subrecipient hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that subrecipient is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.
60. **COMPLIANCE WITH LICENSING, PERMITTING AND REGULATORY BODIES** - Subrecipient certifies that it has obtained all licenses, certifications, permits and authorizations necessary to perform its obligations under this Contract, without costs to the OOG. Subrecipient shall comply with any applicable federal, state, county, local and municipal laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations, in connection with its obligations under this Contract. Subrecipient certifies that it currently is in good standing with all licensing, permitting or regulatory bodies that regulate any or all aspects of subrecipient's business or operations. Subrecipient agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.
61. **CHAPTER 2260 OF THE TEXAS GOVERNMENT CODE** – Subrecipient agrees the dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by the Parties to attempt to resolve any claim for breach of this Contract made by subrecipient. Subrecipient's claims for breach of this Contract that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, subrecipient shall submit written notice to the OOG's contact. Said notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. Compliance by subrecipient with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code. The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is subrecipient's sole and exclusive process for seeking a remedy for any and all alleged breaches of this Contract by the OOG if the Parties are unable to otherwise informally resolve their disputes. Compliance with the contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. Neither the execution of this Contract by OOG nor any other conduct of any representative of OOG relating to this Contract shall be considered a waiver of sovereign immunity. The submission, processing, and resolution of subrecipient's claim is governed by the OOG's published rules, if any. If no OOG rules have been published, then Title 1, Chapter 155 of the Texas Administrative Code, shall govern.
62. **INDEMNITY AND HOLD HARMLESS** - SUBRECIPIENT AGREES TO INDEMNIFY AND HOLD HARMLESS THE OOG, THE STATE OF TEXAS AND ITS EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS OR SUITS WHATSOEVER, INCLUDING ANY LITIGATION COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN SUBRECIPIENT'S PERFORMANCE UNDER THIS GRANT. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH OOG AND THE OFFICE OF THE ATTORNEY GENERAL WHEN THE OOG, THE STATE OF TEXAS OR ITS EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS AND/OR DESIGNEES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OOG AND THE OFFICE OF THE ATTORNEY GENERAL. SUBRECIPIENT AND THE OOG AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIMS.
63. **DRUG-FREE WORKPLACE** – It will comply with drug-free workplace requirements in Subpart B of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).
64. **LOBBYING** – The applicant certifies that:
    a. It will not use grant 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 approval of the Governor's Office.
    b. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify the Governor's Office to obtain the appropriate disclosure form.
    c. It will comply with 31 USC § 1352, as applicable, which provides that none of the funds provided under an award may be expended by the subrecipient 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,
    d. It will include the language of paragraphs A., B. and C. of this Section in the award documents for all sub-awards at all tiers and will require all subrecipients to certify accordingly.

GOVERNOR GREG ABBOTT

To: HSGD Grant Recipient
From: Aimee Snoddy, Director Homeland Security Grants Division
Contact: (512) 463-1919
Reference: Subrecipient Responsibilities

Congratulations on your grant award from Governor Greg Abbott's Homeland Security Grants Division (HSGD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at https://eGrants.gov.texas.gov.

SECTION I: APPLICABLE TO ALL HSGD SUBRECIPIENTS

Requirements for Grants - Subrecipients shall comply with all applicable federal, state, and local laws and regulations applicable to this Grant including but not limited those noted as standard Comprehensive Certifications and Assurances (See Attachment A); 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Texas Government Code, Chapter 783, Uniform Grant and Contract Management; and the Texas Uniform Grants Management Standards (UGMS) available at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. HSGD reserves the right to add additional responsibilities and requirements, with or without advance notice to subrecipients.

Performance Standards – The subrecipient shall perform all activities entered into eGrants which are approved by HSGD. In the event the subrecipient fails to implement the activities approved by HSGD or comply with any provision of this Grant, the subrecipient may be liable to HSGD for an amount not to exceed the award amount and may be prohibited from applying for or receiving additional funds for other grant programs administered by the Governor's Office until repayment to HSGD is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant.

Performance Period - The performance period for this Grant is listed on the Statement of Grant Award. All goods must be obligated and all services must be received within the performance period. HSGD will not be obligated to reimburse expenses incurred after the performance period.

Liquidation Period - The liquidation date is 90 calendar days after the grant end date, unless otherwise noted in the original grant award or a grant adjustment. Funds **not** obligated by the end of the grant period and **not** expended by the liquidation date will revert to HSGD.

Financial Reporting – Financial Status Reports must be submitted to HSGD via eGrants. Financial status reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter regardless of when the Grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to HSGD on or before the grant liquidation date or funds will lapse and HSGD will provide them as grants to others who need the funding.

Close Out – HSGD will close-out the grant award when it determines that all applicable administrative actions and all required work of the Grant have been completed by the subrecipient.

- The subrecipient must submit all financial, performance, and other reports as required by the terms and conditions of the grant award. Submission of the final Financial Status Report will initiate grant close out with HSGD.
- The subrecipient must promptly refund any balances of unobligated cash that the HSGD paid in advance or paid and that are not authorized to be retained by the subrecipient for use in other projects.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports or through Advance Payment Requests. Upon HSGD approval of the Financial Status Report or Advance Payment Request, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income (GPI) – Any income generated as a direct result of the grant activities must be reported to HSGD through the Financial Status Report and grant adjustment processes. Program income must be used to offset project costs unless prior approval is granted allowing a supplement to project costs. Program income must be expended prior to seeking payments from HSGD and must be accounted and used for the purposes of the grant activities as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by HSGD.

Project Changes – Subrecipients may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Property Management and Inventory - Equipment purchased with grant funds must be used for the purpose of the Grant and as approved by HSGD. An inventory report must be kept on file

containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

- At least every two (2) years, subrecipients must take a physical inventory and reconcile the results with property records.
- Subrecipients must maintain property/inventory records which, at minimum, 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.
- Subrecipients must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.
- The subrecipient must account for any real and personal property acquired with grant funds or received from the Federal Government in accordance with 2 C.F.R. 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the subrecipient, according to the requirements listed herein, and provided to HSGD upon request, if applicable.
- When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA or HSGD, you must make proper disposition of the equipment pursuant to 2 C.F.R. 200.313 and/or the Uniform Grant Management Standards (UGMS), as applicable.

Fidelity Bond – Each nonprofit corporation receiving funds from HSGD must obtain and have on file a blanket fidelity bond that indemnifies HSGD against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the HSGD grant period.

Required Notifications – Subrecipients must immediately notify HSGD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Subrecipients must notify the local prosecutor's office of any possible criminal violations. Subrecipients must immediately notify HSGD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the subrecipient must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to HSGD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a subrecipient based on race, color, national origin, sex, age, or handicap, the subrecipient agrees to immediately forward a copy of the judgment or order to HSGD.

Project Effectiveness – Subrecipients should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Subrecipients must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Subrecipients must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by HSGD, or its designee. To remain eligible for funding, the subrecipient must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Subrecipients must readily make available to the Governor's Office or its agents all requested records. The Governor's Office may make unannounced monitoring visits at any time. The subrecipient must make every effort to resolve all issues, findings, or actions identified within the time frame specified by the Governor's Office.

For Fiscal Years Beginning Before December 26, 2014 Subrecipients expending over $500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at http://www.whitehouse.gov/omb/circulars/index.html and the State Single Audit Circular issued under UGMS at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. Subrecipients must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the subrecipient receives the audit results or nine months after the end of the audit period, whichever is earlier.

For Fiscal Years Beginning On or After December 26, 2014 Subrecipients expending over $750,000 in state or federal grant funds during the fiscal year are subject to 2 CFR, Part 200, Subpart F – Audit Requirements http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl and the State Single Audit Circular issued under UGMS at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. Subrecipients must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with 2 CFR, Part 200, Subpart F – Audit Requirements or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the Subrecipient receives the audit results or nine months after the end of the audit period, whichever is earlier

Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the Grant, and civil or criminal penalties. Refer to the Guide to Grants at https://eGrants.gov.texas.gov/updates.aspx for additional information on supplanting.

Conflict of Interest – Subrecipients should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Subrecipients must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods.

- When contractual or equipment procurement is anticipated to be in excess of $150,000, subrecipients must submit a Procurement Questionnaire https://eGrants.gov.texas.gov/updates.aspx to HSGD for approval prior to procurement. Subrecipients must ensure these contracts address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
- When contractual or equipment procurement is anticipated to be in excess of $10,000, subrecipients must address termination for cause and for convenience by the subrecipient including the manner by which it will be effected and the basis for settlement.
- Prior to contracting with any vendor or subawardee using funds awarded under this Grant, subrecipients must 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/.

Travel – Subrecipients must follow their established policies and good fiscal stewardship related to travel expenses. If the subrecipient does not have established policies regarding in-state and out-of-state travel, the subrecipient must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from HSGD must comply with all requirements for uniform crime reporting and must ensure that prompt reporting will remain current throughout the grant period.

Criminal History Reporting - Entities receiving funds from HSGD must comply with all requirements outlined in the Texas Code of Criminal Procedure, Ch. 60, related to maintaining and reporting criminal history records.

Limited English Proficiency – Subrecipients must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at http://www.lep.gov.

Law Enforcement Programs – Law enforcement programs receiving funds from HSGD must be in compliance with all rules developed by the Texas Commission on Law Enforcement.

Automated License Plate Readers - Subrecipients requesting funds for Automated License Plate Readers (ALPR) must have a written policy regarding use of the ALPR and related data

retention. Subrecipients also must enter into a User Agreement with the Texas Department of Public Safety (DPS), Crime Records Division to gain access to the Texas Automated License Plate Reader (LPR) Database so that data may be shared among all participating local, state, and federal agencies. DPS Crime Records Division will provide written certification of your jurisdiction's participation upon request. Please provide HSGD with a copy of the certification received from DPS Crime Records Division.

28 C.F.R. Part 23 Guidance - Any information technology system funded or supported by these funds must comply with 28 C.F.R. Part 23, *Criminal Intelligence Systems Operating Policies.*

National Information Exchange Model (NIEM) – Subrecipients must use the latest NIEM specifications and guidelines regarding the use of Extensible Markup Language (XML) when using HSGP funds to develop, procure, or implement homeland security information exchanges including systems and databases. Further information about NIEM specifications and guidelines is available at http://www.niem.gov.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the HSGD approved budget, the subrecipient agency has an overtime policy approved by its governing body, and both grant-paid and non-grant paid personnel are treated the same with regards to the application of overtime policy(ies). In addition, in no case is dual compensation allowable. That is, an employee of a subrecipient agency may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a single period of time, even though such work may benefit both activities. Overtime payments issued outside of these guidelines are the responsibility of the subrecipient agency.

Cancellation for Awards - Subrecipients must take reasonable steps to commence project activities upon receiving notice of a grant award:

Commencement Within 60 Days. If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the subrecipient must report by letter to HSGD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

Commencement Within 90 Days. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the subrecipient must submit a second statement to HSGD explaining the implementation delay. Upon receipt of the 90-day letter, HSGD may cancel the project and redistribute the funds to other project areas. HSGD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Subrecipients must immediately notify and provide a copy to HSGD of any Public Information Request received by the agency related to this Grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant funds may not be used to influence the payment, loan, or gift to a person or political organization for a political purpose, or to influence the passage or defeat of legislation.
- Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.
- Subrecipients must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Retention and Accessibility of Records - Subrecipients must maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant 2 CFR 200.333, UGMS, and this Grant.

- Subrecipients must retain these records and any supporting documentation for a minimum of seven (7) 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 related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.
- DHS or HSGD may direct a subrecipient to retain documents for longer periods of time or to transfer certain records to DHS or HSGD custody when DHS or HSGD determines that the records possess long term retention value.
- Subrecipients must give the DHS, the Comptroller General of the United States, the Texas State Auditor's Office, HSGD, 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 subrecipient pertaining to this Grant including records concerning the past use of grant funds. Such rights to access shall continue as long as the records are maintained.

- Subrecipients must include the substance of this Section in all subcontracts.
- Subrecipients must 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.

SECTION II: APPLICABLE TO ALL FEDERALLY FUNDED SUBRECIPIENTS

Federal Notice of Funding Opportunity - All allocations and use of funds under this Grant shall be in accordance with the applicable federal Notice of Funding Opportunity (NOFO) for the Federal Grant Title specified on this Grant.

Acknowledgement of Federal Funding from DHS – All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing project programs funded in whole or in part with Federal funds from the U.S. Department of Homeland Security (DHS).

Emergency Management Plan - During the performance period of this Grant, subrecipients must maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or 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 subrecipient's plan, the subrecipient shall correct deficiencies within 60 calendar days of receiving notice of such deficiencies from TDEM.

Mutual Aid Agreement – During the performance period of this Grant the subrecipient must participate in a legally-adopted county and/or regional mutual aid agreement.

National Incident Management System (NIMS) – During the performance period of this Grant, the subrecipient must implement the NIMS in a manner consistent with the NIMS Implementation Objectives outlined by FEMA at http://www.fema.gov/national-incident-management-system.

Texas Regional Response Network (TRRN) – Subrecipients must be registered users of the TRRN (or other response asset inventory management system specified by HSGD) and shall enter any deployable equipment with a cost of $5,000 or more, purchased with Homeland Security Grant funds into the TRRN (https://www.trrn.state.tx.us).

Environmental and Historical Review – Subrecipients must assess federally funded projects for potential impact to environmental resources and historic properties and submit any required screening form(s) as soon as possible within the deadlines established by HSGD. 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.

Subrecipients must include sufficient review time 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 HSGD will not authorize or release grant funds for non-compliant projects.

- As soon as possible upon receiving this Grant, the subrecipient must provide information to HSGD 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 HSGD 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. Subrecipients must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances. See FEMA Information Bulletin 329.
- Subrecipients 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. Subrecipients 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. The subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered the subrecipient must immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Management and Administration - If this Grant includes funds for management and administration (M&A), the subrecipient must comply with all applicable requirements and limitations with respect to M&A. The subrecipient's M&A shall not exceed 5% of their total project(s).

Personnel Cap - Up to fifty percent (50%) of all federal Homeland Security Grant Program (HSGP) awards 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. Subrecipients 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 HSGD at eGrants@gov.texas.gov. Requests for waivers shall be submitted on official subrecipient letterhead and be signed by the subrecipient's authorized official. Waivers shall contain the information required on page 9 of the FEMA Information Bulletin 379.

SECTION III: APPLICABLE TO FEDERALLY FUNDED OPSG SUBRECIPIENTS:

Subrecipients receiving Operation Stonegarden (OPSG) funds are 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/OPSG Program Office for final review/approval. Official notification of approval will be sent by FEMA via email to HSGD and CBP/BP HQ in Washington, D.C.

- Subrecipients shall develop and submit required operational documents through the border area's Integrated Planning Team.
- Subrecipients 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 the grant performance period.
- Subrecipients intending to spend more than 50 percent of their award on overtime over the course of the performance period, must submit an overtime waiver request through the Integrated Planning Team.
- Subrecipients shall develop and submit Operations Orders for Tactical operational periods to achieve the strategic objectives of the campaign plan.
- Subrecipients shall only initiate tactical operations after the specific Operations Order(s) are approved through the Border Patrol Headquarters and by FEMA, and HSGD has issued an Award or Grant Adjustment Notice (GAN) to the jurisdiction.

SECTION IV: REMEDIES FOR NON-COMPLIANCE

If any subrecipient 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, HSGD may take one or more of the following actions, as appropriate in the circumstances:

- Temporarily withhold cash payments pending correction of the deficiency or more severe enforcement action by HSGD;
- Disallow or deny use of funds for all or part of the cost of the activity or action not in compliance;
- Wholly or partially suspend or terminate this Grant;
- Withhold further awards; or
- Take other remedies that may be legally available.

Subrecipient costs resulting from obligations incurred during a suspension or after termination of this Grant are not allowable unless HSGD expressly authorizes them in the notice of suspension or termination or subsequently.

DATE: December 28, 2015

2016
Appropriation

DEPARTMENT HEAD: Constable Celestino Avila Jr.

DEPARTMENT NAME: Constable Precinct No. 1

ACCOUNT NUMBER: 6-1284-421-00-291-080-6-XXX

Contact Person: Joe F. Espinosa Ph# 956-447-3775

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
6-1284-421-00-291-080-6-131	CONST PCT1 LBSP-OVERTIME PAY	24,604.28
6-1284-421-00-291-080-6-220	CONST PCT1 LBSP-FICA	1,882.23
6-1284-421-00-291-080-6-230	CONST PCT1 LBSP-RETIREMENT	2,598.21
6-1284-421-00-291-080-6-250	CONST PCT1 LBSP-UNEMPLOYMENT COMP	147.63
6-1284-421-00-291-080-6-260	CONST PCT1 LBSP-WORKERS COMP	767.65
6-1284-334-10-291-080-6-000	CONST PCT1 LBSP-REVENUES	30,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**30,000.00**

REASON: TO APPROPRIATE FUNDS FOR THE FY16 LBSP GRANT AWARDED TO THE CONSTABLE PCT NO. 1 OFFICE BY THE OFFICE OF THE GOVERNOR'S HOMELAND SECURITY GRANTS DIVISION (HSGD) FOR OVERTIME/FRINGE/MIL EXPENDITURES. GRANT PERIOD EFFECTIVE 10-1-2015 TO 08-31-2016. (GRANT AWARD NO. 2997501).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

AI-52691 Constables 8. B.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted By: Roxanne De La Cruz,
CONSTABLE PCT. #2

Department: CONSTABLE PCT. #2

Information

CAPTION

Constable Pct. 2 - LBSP 16 (1284):
1. Authorization and approval to accept the Local Border Security Program FY 2016 Grant (LBSP-16).
2. Authorization for County Judge, as authorized official, to electronically sign grant award form and related documents.
3. Authorization to pay overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues as certified by the County Auditor for the Local Border Security Program FY 2016 (LBSP-16).
5. Approval to appropriate the budget for LBSP-16 grant award in the amount of $30,000.00.

BACKGROUND

1. Authorization to apply for LBSP-16 (AI#51302) approved by Commissioners' Court on 09/15/15.
2. Grant Number: 3002101
3. Grant Period: 10/01/2015 - 08/31/2016.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1284-421-00-292-080-6-XXX

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

BUDGETARY IMPACT:

County Fiscal/Calendar Year: 6
Grant Fiscal Year: 16
Account Fiscal Year: 6
Grant Period: October 1, 2015 through August 31, 2016

Expenditure Account: 6-1284-421-00-292-080-6-XXX
Revenue Account: 6-1284-334-10-292-080-6-000 Const Pct. 2 LBSP-Revenues

No matching funds required. The LBSP grant will only cover Overtime, FICA, Retirement, Unemployment Compensation, and Workers Comp fringe benefits. All other fringe benefits will be charged to the
Constable Pct. 2's general fund account (6-1100-421-00-292-001-0-XXX)

Attachments

HSGD Grant Recipient / Memo
Statement of Grant Award
appropriation
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/21/2015 03:48 PM
Manuel Chapa	Manuel Chapa	12/29/2015 04:12 PM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Roxanne De La Cruz Started On: 12/15/2015 03:38 PM

Final Approval Date: 01/01/2016

GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://eGrants.gov.texas.gov and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Subrecipient Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer HSGD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

Aimee Snoddy
Director
Homeland Security Grants Division

GOVERNOR GREG ABBOTT

To: HSGD Grant Recipient
From: Aimee Snoddy, Director Homeland Security Grants Division
Contact: (512) 463-1919
Reference: Subrecipient Responsibilities

Congratulations on your grant award from Governor Greg Abbott's Homeland Security Grants Division (HSGD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at https://eGrants.gov.texas.gov.

SECTION I: APPLICABLE TO ALL HSGD SUBRECIPIENTS

Requirements for Grants - Subrecipients shall comply with all applicable federal, state, and local laws and regulations applicable to this Grant including but not limited those noted as standard Comprehensive Certifications and Assurances (See Attachment A); 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Texas Government Code, Chapter 783, Uniform Grant and Contract Management; and the Texas Uniform Grants Management Standards (UGMS) available at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. HSGD reserves the right to add additional responsibilities and requirements, with or without advance notice to subrecipients.

Performance Standards – The subrecipient shall perform all activities entered into eGrants which are approved by HSGD. In the event the subrecipient fails to implement the activities approved by HSGD or comply with any provision of this Grant, the subrecipient may be liable to HSGD for an amount not to exceed the award amount and may be prohibited from applying for or receiving additional funds for other grant programs administered by the Governor's Office until repayment to HSGD is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant.

Performance Period - The performance period for this Grant is listed on the Statement of Grant Award. All goods must be obligated and all services must be received within the performance period. HSGD will not be obligated to reimburse expenses incurred after the performance period.

Liquidation Period - The liquidation date is 90 calendar days after the grant end date, unless otherwise noted in the original grant award or a grant adjustment. Funds **not** obligated by the end of the grant period and **not** expended by the liquidation date will revert to HSGD.

Financial Reporting – Financial Status Reports must be submitted to HSGD via eGrants. Financial status reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter regardless of when the Grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to HSGD on or before the grant liquidation date or funds will lapse and HSGD will provide them as grants to others who need the funding.

Close Out – HSGD will close-out the grant award when it determines that all applicable administrative actions and all required work of the Grant have been completed by the subrecipient.

- The subrecipient must submit all financial, performance, and other reports as required by the terms and conditions of the grant award. Submission of the final Financial Status Report will initiate grant close out with HSGD.
- The subrecipient must promptly refund any balances of unobligated cash that the HSGD paid in advance or paid and that are not authorized to be retained by the subrecipient for use in other projects.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports or through Advance Payment Requests. Upon HSGD approval of the Financial Status Report or Advance Payment Request, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income (GPI) – Any income generated as a direct result of the grant activities must be reported to HSGD through the Financial Status Report and grant adjustment processes. Program income must be used to offset project costs unless prior approval is granted allowing a supplement to project costs. Program income must be expended prior to seeking payments from HSGD and must be accounted and used for the purposes of the grant activities as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by HSGD.

Project Changes – Subrecipients may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Property Management and Inventory - Equipment purchased with grant funds must be used for the purpose of the Grant and as approved by HSGD. An inventory report must be kept on file

containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

- At least every two (2) years, subrecipients must take a physical inventory and reconcile the results with property records.
- Subrecipients must maintain property/inventory records which, at minimum, 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.
- Subrecipients must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.
- The subrecipient must account for any real and personal property acquired with grant funds or received from the Federal Government in accordance with 2 C.F.R. 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the subrecipient, according to the requirements listed herein, and provided to HSGD upon request, if applicable.
- When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA or HSGD, you must make proper disposition of the equipment pursuant to 2 C.F.R. 200.313 and/or the Uniform Grant Management Standards (UGMS), as applicable.

Fidelity Bond – Each nonprofit corporation receiving funds from HSGD must obtain and have on file a blanket fidelity bond that indemnifies HSGD against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the HSGD grant period.

Required Notifications – Subrecipients must immediately notify HSGD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Subrecipients must notify the local prosecutor's office of any possible criminal violations. Subrecipients must immediately notify HSGD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the subrecipient must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to HSGD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a subrecipient based on race, color, national origin, sex, age, or handicap, the subrecipient agrees to immediately forward a copy of the judgment or order to HSGD.

Project Effectiveness – Subrecipients should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Subrecipients must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Subrecipients must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by HSGD, or its designee. To remain eligible for funding, the subrecipient must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Subrecipients must readily make available to the Governor's Office or its agents all requested records. The Governor's Office may make unannounced monitoring visits at any time. The subrecipient must make every effort to resolve all issues, findings, or actions identified within the time frame specified by the Governor's Office.

For Fiscal Years Beginning Before December 26, 2014 Subrecipients expending over $500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at http://www.whitehouse.gov/omb/circulars/index.html and the State Single Audit Circular issued under UGMS at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. Subrecipients must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the subrecipient receives the audit results or nine months after the end of the audit period, whichever is earlier.

For Fiscal Years Beginning On or After December 26, 2014 Subrecipients expending over $750,000 in state or federal grant funds during the fiscal year are subject to 2 CFR, Part 200, Subpart F – Audit Requirements http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl and the State Single Audit Circular issued under UGMS at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. Subrecipients must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with 2 CFR, Part 200, Subpart F – Audit Requirements or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the Subrecipient receives the audit results or nine months after the end of the audit period, whichever is earlier

Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the Grant, and civil or criminal penalties. Refer to the Guide to Grants at https://eGrants.gov.texas.gov/updates.aspx for additional information on supplanting.

Conflict of Interest – Subrecipients should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Subrecipients must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods.

- When contractual or equipment procurement is anticipated to be in excess of $150,000, subrecipients must submit a Procurement Questionnaire https://eGrants.gov.texas.gov/updates.aspx to HSGD for approval prior to procurement. Subrecipients must ensure these contracts address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
- When contractual or equipment procurement is anticipated to be in excess of $10,000, subrecipients must address termination for cause and for convenience by the subrecipient including the manner by which it will be effected and the basis for settlement.
- Prior to contracting with any vendor or subawardee using funds awarded under this Grant, subrecipients must 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/.

Travel – Subrecipients must follow their established policies and good fiscal stewardship related to travel expenses. If the subrecipient does not have established policies regarding in-state and out-of-state travel, the subrecipient must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from HSGD must comply with all requirements for uniform crime reporting and must ensure that prompt reporting will remain current throughout the grant period.

Criminal History Reporting - Entities receiving funds from HSGD must comply with all requirements outlined in the Texas Code of Criminal Procedure, Ch. 60, related to maintaining and reporting criminal history records.

Limited English Proficiency – Subrecipients must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at http://www.lep.gov.

Law Enforcement Programs – Law enforcement programs receiving funds from HSGD must be in compliance with all rules developed by the Texas Commission on Law Enforcement.

Automated License Plate Readers - Subrecipients requesting funds for Automated License Plate Readers (ALPR) must have a written policy regarding use of the ALPR and related data

retention. Subrecipients also must enter into a User Agreement with the Texas Department of Public Safety (DPS), Crime Records Division to gain access to the Texas Automated License Plate Reader (LPR) Database so that data may be shared among all participating local, state, and federal agencies. DPS Crime Records Division will provide written certification of your jurisdiction's participation upon request. Please provide HSGD with a copy of the certification received from DPS Crime Records Division.

28 C.F.R. Part 23 Guidance - Any information technology system funded or supported by these funds must comply with 28 C.F.R. Part 23, *Criminal Intelligence Systems Operating Policies.*

National Information Exchange Model (NIEM) – Subrecipients must use the latest NIEM specifications and guidelines regarding the use of Extensible Markup Language (XML) when using HSGP funds to develop, procure, or implement homeland security information exchanges including systems and databases. Further information about NIEM specifications and guidelines is available at http://www.niem.gov.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the HSGD approved budget, the subrecipient agency has an overtime policy approved by its governing body, and both grant-paid and non-grant paid personnel are treated the same with regards to the application of overtime policy(ies). In addition, in no case is dual compensation allowable. That is, an employee of a subrecipient agency may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a single period of time, even though such work may benefit both activities. Overtime payments issued outside of these guidelines are the responsibility of the subrecipient agency.

Cancellation for Awards - Subrecipients must take reasonable steps to commence project activities upon receiving notice of a grant award:

Commencement Within 60 Days. If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the subrecipient must report by letter to HSGD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

Commencement Within 90 Days. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the subrecipient must submit a second statement to HSGD explaining the implementation delay. Upon receipt of the 90-day letter, HSGD may cancel the project and redistribute the funds to other project areas. HSGD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Subrecipients must immediately notify and provide a copy to HSGD of any Public Information Request received by the agency related to this Grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant funds may not be used to influence the payment, loan, or gift to a person or political organization for a political purpose, or to influence the passage or defeat of legislation.
- Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.
- Subrecipients must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Retention and Accessibility of Records - Subrecipients must maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant 2 CFR 200.333, UGMS, and this Grant.

- Subrecipients must retain these records and any supporting documentation for a minimum of seven (7) 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 related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.
- DHS or HSGD may direct a subrecipient to retain documents for longer periods of time or to transfer certain records to DHS or HSGD custody when DHS or HSGD determines that the records possess long term retention value.
- Subrecipients must give the DHS, the Comptroller General of the United States, the Texas State Auditor's Office, HSGD, 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 subrecipient pertaining to this Grant including records concerning the past use of grant funds. Such rights to access shall continue as long as the records are maintained.

- Subrecipients must include the substance of this Section in all subcontracts.
- Subrecipients must 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.

SECTION II: APPLICABLE TO ALL FEDERALLY FUNDED SUBRECIPIENTS

Federal Notice of Funding Opportunity - All allocations and use of funds under this Grant shall be in accordance with the applicable federal Notice of Funding Opportunity (NOFO) for the Federal Grant Title specified on this Grant.

Acknowledgement of Federal Funding from DHS – All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing project programs funded in whole or in part with Federal funds from the U.S. Department of Homeland Security (DHS).

Emergency Management Plan - During the performance period of this Grant, subrecipients must maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or 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 subrecipient's plan, the subrecipient shall correct deficiencies within 60 calendar days of receiving notice of such deficiencies from TDEM.

Mutual Aid Agreement – During the performance period of this Grant the subrecipient must participate in a legally-adopted county and/or regional mutual aid agreement.

National Incident Management System (NIMS) – During the performance period of this Grant, the subrecipient must implement the NIMS in a manner consistent with the NIMS Implementation Objectives outlined by FEMA at http://www.fema.gov/national-incident-management-system.

Texas Regional Response Network (TRRN) – Subrecipients must be registered users of the TRRN (or other response asset inventory management system specified by HSGD) and shall enter any deployable equipment with a cost of $5,000 or more, purchased with Homeland Security Grant funds into the TRRN (https://www.trrn.state.tx.us).

Environmental and Historical Review – Subrecipients must assess federally funded projects for potential impact to environmental resources and historic properties and submit any required screening form(s) as soon as possible within the deadlines established by HSGD. 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.

Subrecipients must include sufficient review time 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 HSGD will not authorize or release grant funds for non-compliant projects.

- As soon as possible upon receiving this Grant, the subrecipient must provide information to HSGD 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 HSGD 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. Subrecipients must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances. See FEMA Information Bulletin 329.
- Subrecipients 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. Subrecipients 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. The subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered the subrecipient must immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Management and Administration - If this Grant includes funds for management and administration (M&A), the subrecipient must comply with all applicable requirements and limitations with respect to M&A. The subrecipient's M&A shall not exceed 5% of their total project(s).

Personnel Cap - Up to fifty percent (50%) of all federal Homeland Security Grant Program (HSGP) awards 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. Subrecipients 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 HSGD at eGrants@gov.texas.gov. Requests for waivers shall be submitted on official subrecipient letterhead and be signed by the subrecipient's authorized official. Waivers shall contain the information required on page 9 of the FEMA Information Bulletin 379.

SECTION III: APPLICABLE TO FEDERALLY FUNDED OPSG SUBRECIPIENTS:

Subrecipients receiving Operation Stonegarden (OPSG) funds are 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/OPSG Program Office for final review/approval. Official notification of approval will be sent by FEMA via email to HSGD and CBP/BP HQ in Washington, D.C.

- Subrecipients shall develop and submit required operational documents through the border area's Integrated Planning Team.
- Subrecipients 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 the grant performance period.
- Subrecipients intending to spend more than 50 percent of their award on overtime over the course of the performance period, must submit an overtime waiver request through the Integrated Planning Team.
- Subrecipients shall develop and submit Operations Orders for Tactical operational periods to achieve the strategic objectives of the campaign plan.
- Subrecipients shall only initiate tactical operations after the specific Operations Order(s) are approved through the Border Patrol Headquarters and by FEMA, and HSGD has issued an Award or Grant Adjustment Notice (GAN) to the jurisdiction.

SECTION IV: REMEDIES FOR NON-COMPLIANCE

If any subrecipient 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, HSGD may take one or more of the following actions, as appropriate in the circumstances:

- Temporarily withhold cash payments pending correction of the deficiency or more severe enforcement action by HSGD;
- Disallow or deny use of funds for all or part of the cost of the activity or action not in compliance;
- Wholly or partially suspend or terminate this Grant;
- Withhold further awards; or
- Take other remedies that may be legally available.

Subrecipient costs resulting from obligations incurred during a suspension or after termination of this Grant are not allowable unless HSGD expressly authorizes them in the notice of suspension or termination or subsequently.

COMPREHENSIVE CERTIFICATION AND ASSURANCES

The applicant must assure and certify compliance with any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, 2 CFR 200; the Uniform Grant Management Standards (UGMS); and Title 1, Part 1, Chapter 3 of the Texas Administrative Code, that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a subrecipient, the more restrictive requirement applies. ***By accepting the grant award in eGrants, the subrecipient certifies and assures that it complies and will continue to comply with the following:***

1. **LEGAL AUTHORITY** - It possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required. State agencies are not required to adopt a resolution.
2. **DISPLACED PERSONS** - It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions (42 USC §§ 4601 - 4655) which provide for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
3. **POLITICAL ACTIVITY** – It will comply with provisions of Federal law which limit certain political activities of employees of State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC § 1501, et seq.)
4. **FAIR LABOR STANDARDS ACT** - It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 USC §§ 201 - 219) if applicable.
5. **CONFLICT OF INTEREST** - It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. It will comply with Texas Government Code, Section 572, Employment of Former State Officer or Employee of State Agency.
6. **COMPLIANCE REVIEW OR INVESTIGATIONS** – It will cooperate with any compliance review or complaint investigation conducted by the Federal sponsoring agency or the Office of the Governor.
7. **EXAMINATION OF RECORDS** - It will give the sponsoring agency, the Office of the Governor, the State Auditor's Office, or the Comptroller General, through any authorized representative, access to and the right to audit, examine and copy all records, books, papers, or documents related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through subrecipient and the requirement to cooperate is included in any subcontract it awards related to this grant.
8. **REPORTING** – It will submit timely, complete, and accurate reports to the Federal sponsoring agency or Office of the Governor and maintain appropriate backup documentation to support the reports.
9. **COMPLIANCE WITH REQUIREMENTS** - It will comply with all requirements imposed by the Federal sponsoring agency, the Office of the Governor, or the Comptroller General, concerning special requirements of law, program requirements, special reporting, data collection, evaluation requirements, and other administrative requirements.
10. **EPA VIOLATING FACILITIES** - It will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of the project, are not listed in the Environmental Protection Agency's (EPAs) 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.
11. **FLOOD INSURANCE** - It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act (50 USC § 4001), which states that, on or after March 2, 1975, communities must purchase flood insurance, where such insurance is available in those communities. This requirement is a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that had been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
12. **HISTORIC PRESERVATION** - It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 (16 USC § 470), Executive Order 11593 (identification and protection of historic properties), Archeological and Historical Preservation Act of 1974 (16 USC § 469a-1, et seq.), by (a) consulting with the State Historic Preservation Officer (SHPO) on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
13. **NATIONAL ENVIRONMENTAL POLICY ACT** – It will assist the federal grantor agency in its compliance with the National Environmental Policy Act of 1969 (P.L. 91-190, 42 USC 4321-4347, January 1, 1970, 83 Stat. 852) as amended by P.L. 94-52, July 3, 1975, 89 Stat. 258, and P.L. 94-83, August 9, 1975, 89 Stat. 424), by (a) identifying if any of the following activities will be related to the use of grant funds: (1) new construction; (2) minor renovation or remodeling of a property either listed on or eligible for listing on the National Register of Historic Places or located within a 100-year flood plain; (3) a renovation, lease or any proposed use of a building or facility that will either result in a change in its basic prior use or significantly change its size; and (4) implementation of a new program involving the use of chemicals other than chemicals that are purchased as an incidental component of a funded activity and traditionally used, for example, in office, household, recreational, or education environments; and (b) by complying with the following conditions relating to

clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories: (1) provide medical screening of personnel assigned or to be assigned by the subrecipient to the seizure or closure of clandestine methamphetamine laboratories; (2) provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories; (3) as determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment; (4) assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory; (5) utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory; (6) dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities; (7) monitor the transport, disposal, and recycling components of subsections numbered (5) and (6), immediately above, in order to ensure proper compliance; (8) have in place and/or implement any required written agreements with the Texas Department of Protective and Regulatory Services regarding the safety of any minors located at the clandestine laboratory site, the Texas Commission for Environmental Quality, and other entities deemed necessary by the State Administrative Agency.

14. **NONDISCRIMINATION** –
    A. It will comply with all State and Federal statutes relating to nondiscrimination and ensure, in accordance with federal civil rights laws, that the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
    B. It will comply, and all its contractors will comply, with the nondiscrimination requirements which may include the Civil Rights Act of 1964 (42 USC § 2000d); the Civil Rights Act of 1968 (42 USC § 3601 et seq.); the Rehabilitation Act of 1973 (29 USC § 794); the Americans With Disabilities Act (ADA) of 1990 (42 USC § 12131-34); the Education Amendments of 1972 (USC §§ 1681, 1683, 1685-86); Title IX of the Education Amendments of 1972 (Equal Employment in Education Act) (20 USC § 1681 et seq.); the Age Discrimination Act of 1975 (42 USC §§ 6101-07); Titles I, II and III of the Americans with Disabilities Act; the Drug Abuse and Treatment Act of 1972 (PL 92-255); the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (PL 91-616); Sections 523 and 527 of the Public Health Service Act of 1912 (42 USC §§ 290dd-3 and 290ee-3); and 28 CFR 38 (Equal Treatment for Faith-Based Organizations); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations) and Ex. Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations).
    C. If, during the past three years, the subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the subrecipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the U.S. Department of Homeland Security (DHS) awarding office and the DHS Office of Civil Rights and Civil Liberties.
    D. In the event of 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 the subrecipient, or the subrecipient settles a case or matter alleging such discrimination, subrecipients must forward a copy of the complaint and findings to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
15. **LIMITED ENGLISH PROFICIENCY**- It will comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, subrecipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a subrecipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.
16. **ACTIVITIES CONDUCTED ABROAD** – It will ensure 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.
17. **PERSONALLY IDENTIFIABLE INFORMATION (PII)** – If subrecipient collects PII it will have a publically-available privacy policy that describes what PII it collects, how it uses the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate.
18. **COPYRIGHT** – It will affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, 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.)
19. **DEBARMENT AND SUSPENSION** – It will comply with Executive Orders 12549 and 12689 that requires "a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)", in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties

declared ineligible under statutory or regulatory authority other than Executive Order 12549. The subrecipient certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

20. **DUPLICATION OF BENEFITS** – It will comply with 2 CFR 200.405, which provides that any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.
21. **ENERGY POLICY AND CONSERVATION ACT** – It will comply with the requirements of 42 USC § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this act.
22. **FALSE CLAIMS ACT AND PROGRAM FRAUD CIVIL REMEDIES** – It will comply with the requirements of 31 USC § 3729 which set forth that no subrecipient of federal payments shall submit a false claim for payment. See also 38 USC § 3801-3812 which details the administrative remedies for false claims and statements made.
23. **FEDERAL DEBT STATUS** – It is non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.
24. **FLY AMERICA ACT OF 1974** – It will comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 42 USC § 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 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.
25. **HOTEL AND MOTEL FIRE SAFETY ACT OF 1990** – In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990,* 15 USC § 2225a, it will ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974, as amended,* 15 USC §2225.
26. **PATENTS AND INTELLECTUAL PROPERTY RIGHTS** – Unless otherwise provided by law, subrecipients are subject to the Bayh-Dole Act, PL No 96-517, as amended, and codified in 35 USC § 200 et seq. It will comply with the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 CFR Part 401) and the standard patent rights clause in 37 CFR § 401.14.
27. **PROCUREMENT OF RECOVERED MATERIALS** – It will comply with Section 6002 of the Solid Waste Disposal acts amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the hi9ghest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
28. **SAFECOM** – If emergency communications equipment is provided under the grant, it will comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
29. **TERRORIST FINANCING E.O. 13224** – It will comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of subrecipients to ensure compliance with the E.O. and laws.
30. **TRAFFICKING VICTIMS PROTECTION ACT OF 2000** – It will 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 USC § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, *Federal Register,* Volume 72, No. 218, November 13, 2007. Full text of the award term is provided at 2 CFR § 175.15.
31. **UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)** – It will maintain the currency of the information in the SAM until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 CFR Part 25.
32. **USA PATRIOT ACT OF 2001** – It will 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 USC §§ 175-175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.
33. **USE OF DHS SEAL, LOGO AND FLAGS** – It will obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
34. **WHISTLEBLOWER PROTECTION ACT** – It will comply with the statutory requirements for whistleblower protections (if applicable) at 10 USC 2409, 41 USC 4712, 10 USC 2324, and 41 USC 4304 and 4310.
35. **PROTECTION OF HUMAN SUBJECTS** – It will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that subrecipients comply with applicable provisions/law for the protection of human subjects for purposes of research. It will 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 CFR 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 CFR Part 46.

36. **COASTAL BARRIERS** - It will comply with the provisions of the Coastal Barrier Resources Act (16 USC § 3501, et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
37. **SUPPLANTING PROHIBITION** - It will use funds to supplement existing funds for program activities and may not replace (supplant) non-Federal funds that have been appropriated for the same purpose. The applicant understands that potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this Program, suspension or debarment from Federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.
38. **TAXES** – It will comply with all State and Federal laws and are solely responsible for filing all required State and Federal tax forms.
39. **GRANT ADMINISTRATION** - It will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant, including these standard assurances, are met.
40. **PUBLIC INFORMATION** - It will ensure 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.
41. **CHILD SUPPORT PAYMENTS** – It will comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
42. **SUSPECTED CHILD ABUSE** - It will comply with Section 261.101 of the Texas Family Code, 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. It will also ensure that all program personnel are properly trained and aware of this requirement.
43. **RELATIVES** - It 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.
44. **OPEN MEETINGS** - If the applicant is a governmental entity, it will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically excluded in the Texas Constitution.
45. **HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY** - If the applicant is a health and human services agency or public safety or law enforcement agency, it will not contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
46. **HIV/AIDS WORKPLACE GUIDELINES** – It will 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.
47. **LAW ENFORCEMENT AGENCY** - If the applicant is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, it will not expend any grant funds for this grant unless it is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.
48. **POLITICAL POLLING PROHIBITED** – It will not subgrant to any entity or expend funds for political polling. This prohibition regarding political polling does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.
49. **LIMITATIONS ON GRANTS TO UNITS OF LOCAL GOVERNMENT** - Grant funds may not be expended by 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, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and 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, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and subrecipient 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, which requires subrecipient to make every effort to attain key performance target levels associated with this Grant, 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, which requires that this Grant may only be expended if subrecipient timely completes and files its reports.
50. **EQUAL EMPLOYMENT OPPORTUNITY**- It will comply with the requirement that except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
51. **DAVIS-BACON ACT** – It will comply with the *Davis-Bacon Act*, as amended (40 U.S.C. 3141-3148) that states when required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by subrecipients

must include a provision for compliance with the *Davis-Bacon Act* (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The subrecipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The subrecipient must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the *Copeland "Anti-Kickback" Act* (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The subrecipient must report all suspected or reported violations to the Federal awarding agency.

52. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** - Where applicable, it will comply with the requirement that all contracts awarded by the subrecipient in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
53. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," it will comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
54. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT** – If subrecipient receives grants in excess of $150,000, it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
55. **TEXAS PUBLIC INFORMATION ACT; CONFIDENTIAL INFORMATION** - It acknowledges that the State, OOG, and this grant are subject to the Texas Public Information Act, Texas Government Code Chapter 552, (the "PIA"). Subrecipient acknowledges that the OOG will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. The subrecipient acknowledges that information created or exchanged in connection with this grant is subject to the PIA, and subrecipient agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to the OOG or State. The subrecipient will cooperate with OOG in the production of documents or information responsive to a request for information. Information provided by or on behalf of subrecipient under, pursuant to, or in connection with this grant that the subrecipient considers proprietary, financial, or trade secret information (collectively "Confidential Information") shall be designated as such when it is provided to OOG or State or any other entity in accordance with this grant. OOG agrees to notify subrecipient in writing within a reasonable time from receipt of a request for information covering subrecipient's Confidential Information. OOG will make a determination whether to submit a Public Information Act request to the Attorney General. The subrecipient agrees to maintain the confidentiality of information received from the OOG or State during the performance of this grant, including information which discloses confidential personal information particularly, but not limited to, personally identifying information, personal financial information and social security numbers. Subrecipient will notify OOG within twenty-four (24) hours of receipt of any third party requests for information that was provided to the subrecipient by the OOG or the State.
56. **FUNDING LIMITATION** - It agrees that nothing in this grant will be interpreted to create an obligation or liability of the OOG in excess of the funds delineated in this grant. Subrecipient agrees that funding for this grant is subject to the actual receipt by the OOG of grant funds appropriated to the OOG. Subrecipient agrees that the grant funds, if any, received from the OOG may be limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OOG for the purpose of this grant. Subrecipient agrees that notwithstanding any other provision of this grant, if the OOG is not appropriated the funds or if the OOG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OOG for this grant program are required to be reallocated to fund other federal or state programs or purposes, the OOG is not liable to pay the subrecipient any remaining balance on this grant.
57. **NO WAIVER OF SOVEREIGN IMMUNITY** - It agree that no provision of this grant is in any way intended to constitute a waiver by the OOG, its officers, employees, agents, or contractors or the State of Texas of any immunities from suit or from liability that the OOG or the State of Texas may have by operation of law.
58. **INDEPENDENT CONTRACTOR STATUS** - It agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of subrecipient be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OOG or the State of Texas. Subrecipient is not a "governmental body" by virtue of receipt of grant funds under this Contract. Likewise, the persons identified by subrecipient as meeting the Created Job Target or Baseline are not state employees by virtue of this Contract. All persons furnished, used, retained, or hired by or on behalf of subrecipient or any of subrecipient's contractors shall be

considered to be solely the employees or agents of subrecipient or subrecipient's contractors. Subrecipient or subrecipient's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law. Subrecipient agrees to take such steps as may be necessary to ensure that each contractor of subrecipient will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of the OOG or the State of Texas. Subrecipient is responsible for all types of claims whatsoever due to actions or performance under this Contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties.

59. **GOVERNING LAW; VENUE** –This Contract is made and entered into in the State of Texas. This Contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements. Except where state law establishes mandatory venue, subrecipient agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. Subrecipient hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that subrecipient is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.
60. **COMPLIANCE WITH LICENSING, PERMITTING AND REGULATORY BODIES** - Subrecipient certifies that it has obtained all licenses, certifications, permits and authorizations necessary to perform its obligations under this Contract, without costs to the OOG. Subrecipient shall comply with any applicable federal, state, county, local and municipal laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations, in connection with its obligations under this Contract. Subrecipient certifies that it currently is in good standing with all licensing, permitting or regulatory bodies that regulate any or all aspects of subrecipient's business or operations. Subrecipient agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.
61. **CHAPTER 2260 OF THE TEXAS GOVERNMENT CODE** – Subrecipient agrees the dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by the Parties to attempt to resolve any claim for breach of this Contract made by subrecipient. Subrecipient's claims for breach of this Contract that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, subrecipient shall submit written notice to the OOG's contact. Said notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. Compliance by subrecipient with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code. The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is subrecipient's sole and exclusive process for seeking a remedy for any and all alleged breaches of this Contract by the OOG if the Parties are unable to otherwise informally resolve their disputes. Compliance with the contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. Neither the execution of this Contract by OOG nor any other conduct of any representative of OOG relating to this Contract shall be considered a waiver of sovereign immunity. The submission, processing, and resolution of subrecipient's claim is governed by the OOG's published rules, if any. If no OOG rules have been published, then Title 1, Chapter 155 of the Texas Administrative Code, shall govern.
62. **INDEMNITY AND HOLD HARMLESS** - SUBRECIPIENT AGREES TO INDEMNIFY AND HOLD HARMLESS THE OOG, THE STATE OF TEXAS AND ITS EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS OR SUITS WHATSOEVER, INCLUDING ANY LITIGATION COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN SUBRECIPIENT'S PERFORMANCE UNDER THIS GRANT. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH OOG AND THE OFFICE OF THE ATTORNEY GENERAL WHEN THE OOG, THE STATE OF TEXAS OR ITS EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS AND/OR DESIGNEES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OOG AND THE OFFICE OF THE ATTORNEY GENERAL. SUBRECIPIENT AND THE OOG AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIMS.
63. **DRUG-FREE WORKPLACE** – It will comply with drug-free workplace requirements in Subpart B of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).
64. **LOBBYING** – The applicant certifies that:
    a. It will not use grant 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 approval of the Governor's Office.
    b. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify the Governor's Office to obtain the appropriate disclosure form.
    c. It will comply with 31 USC § 1352, as applicable, which provides that none of the funds provided under an award may be expended by the subrecipient 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,
    d. It will include the language of paragraphs A., B. and C. of this Section in the award documents for all sub-awards at all tiers and will require all subrecipients to certify accordingly.

8:50 AM

Agency Name: Hidalgo County
Grant/App: 3002101
Start Date: 10/1/2015
Project Title: Local Border Security Program-Constable PCT2
Status: Pending AO Acceptance of Award
End Date: 8/31/2016
Fund Source: BL-Local Border Security Program (LBSP)
Current Grant Manager: Debbie Jacaman
Current Program Manager: Arturo Mendez
Liquidation Date:
CFDA: NONE

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Printer Friendly

General Information and Instructions

View Introduction

View Instructions

Select and Enter Budget Line Item Details

	Budget Category	OOG Funds	Cash Match	In Kind Match	GPI	Total Project
+	Personnel	$24,922.00	$0.00	$0.00	$0.00	$24,922.00
	Travel and Training	$0.00	$0.00	$0.00	$0.00	$0.00
+	Supplies and Direct Operating Expenses	$5,078.00	$0.00	$0.00	$0.00	$5,078.00

Budget Summary Totals

OOG Funds:	Cash Match:	In Kind Match:	GPI:	Total Project:
$30,000.00	$0.00	$0.00	$0.00	$30,000.00

Export Your Budget Detail Item(s)

Export To Excel

Notes by Grantee to OOG:

Note from Grantee to OOG

Enter on: 11/10/2015 2:12:09 PM By: Debbie Jacaman
It has been determined that fuel & maintenance costs for agency-owned vehicles should be charged to the Supplies/Vehicle Operating Cost budget category. Mileage costs incurred while traveling in a personally-owned vehicle are charged to the Travel & Training category. Budgeted Mileage was moved from Travel & Training back to the Supplies budget category.
Enter on: 10/26/2015 10:06:02 AM By: Debbie Jacaman
Your agency is conditionally approved for an LBSP16 award of $30,000.00.
Please revise budget amounts and descriptions for Personnel and for Mileage to adjust for the new total, including detail on specific costs and quantities to be billed to the grant (i.e., #people x #days per month x avg OT rate + fringe rate x #months = Total Personnel. #units x #miles/unit x #days per month x mileage rate x #months = Total Mileage).

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Previous

***** PREVIEW - Statement of Grant Award (SOGA) - PREVIEW *****

The Statement of Grant Award is your official notice of award from the Governor's Homeland Security Grants Division (HSGD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Texas Government Code, Chapter 783, Uniform Grant and Contract Management; and the Texas Uniform Grant Management Standards (UGMS) that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a subrecipient, the more restrictive requirement applies. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grantee Responsibilities Memo, the Comprehensive Certifications and Assurance Form, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	3002101	**Award Amount:**	$30,000.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	**Grantee Cash Match:**	$0.00
Grant Period:	10/01/2015 - 08/31/2016	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2016	**Total Project Cost:**	$30,000.00
Program Fund:	BL-Local Border Security Program (LBSP)		
Grantee Name:	Hidalgo County		
Project Title:	Local Border Security Program-Constable PCT2		
Grant Manager:	Debbie Jacaman		
DUNS Number:	103110834		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2016-BP-ST-0016
Total Federal Award/State Funds Appropriated:	$5,100,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	Grants for local law enforcement agencies to support Operation Border Star. The grant funds may also support the humane processing of remains of undocumented migrants, when specifically awarded for that purpose.

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
Costs for vehicle fuel are allowable only for the hours officers are working on grant-paid overtime. Vehicle maintenance costs must be prorated to show the use of vehicles for regular law enforcement duties and the use of vehicles while officers are working grant-paid overtime patrols. Only actual vehicle expenses supported by invoiced gas, oil, and maintenance expenses may be reimbursed under this grant. Please retain all receipts and be prepared to make available upon request.	11/10/2015		☐	☐

DATE: December 28, 2015

2016
Appropriation

DEPARTMENT HEAD: Constable Martin "Marty" Cantu

DEPARTMENT NAME: Constable Precinct No. 2

ACCOUNT NUMBER: 6-1284-421-00-292-080-6-XXX

Contact Person: Armando Campos **Ph#:** 956-784-3510

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
6-1284-421-00-292-080-6-131	CONST PCT2 LBSP-OVERTIME PAY	20,439.59
6-1284-421-00-292-080-6-220	CONST PCT2 LBSP-FICA	1,563.63
6-1284-421-00-292-080-6-230	CONST PCT2 LBSP-RETIREMENT	2,158.42
6-1284-421-00-292-080-6-250	CONST PCT2 LBSP-UNEMPLOYMENT COMP	122.64
6-1284-421-00-292-080-6-260	CONST PCT2 LBSP-WORKERS COMP	637.72
6-1284-421-00-292-080-6-581	CONST PCT2 LBSP-TRAVEL IN COUNTY	5,078.00
6-1284-334-10-292-080-6-000	CONST PCT2 LBSP-REVENUES	30,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**30,000.00**

REASON: TO APPROPRIATE FUNDS FOR THE FY16 LBSP GRANT AWARDED TO THE CONSTABLE PCT NO. 2 OFFICE BY THE OFFICE OF THE GOVERNOR'S HOMELAND SECURITY GRANTS DIVISION (HSGD) FOR OVERTIME/FRINGE/MIL EXPENDITURES. GRANT PERIOD EFFECTIVE 10-1-2015 TO 08-31-2016. (GRANT AWARD NO. 3002101).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

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

December 30, 2015

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, 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 office of the governor's homeland security grants division (HSGD). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$30,000.00	Local Border Security Program (LBSP FY2016) Award No. 3002101

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

1/4/16
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY 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-52691 **Constables** **13. B.**

CC - REGULAR

Meeting Date: 01/05/2016

Submitted By: Roxanne De La Cruz, CONSTABLE PCT. #2

Department: CONSTABLE PCT. #2

Information

CAPTION

Constable Pct. 2 - LBSP 16 (1284):
1. Authorization and approval to accept the Local Border Security Program FY 2016 Grant (LBSP-16).
2. Authorization for County Judge, as authorized official, to electronically sign grant award form and related documents.
3. Authorization to pay overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues as certified by the County Auditor for the Local Border Security Program FY 2016 (LBSP-16).
5. Approval to appropriate the budget for LBSP-16 grant award in the amount of $30,000.00.

BACKGROUND

1. Authorization to apply for LBSP-16 (AI#51302) approved by Commissioners' Court on 09/15/15.
2. Grant Number: 3002101
3. Grant Period: 10/01/2015 - 08/31/2016.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1284-421-00-292-080-6-XXX

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

BUDGETARY IMPACT:

County Fiscal/Calendar Year: 6
Grant Fiscal Year: 16
Account Fiscal Year: 6
Grant Period: October 1, 2015 through August 31, 2016

Expenditure Account: 6-1284-421-00-292-080-6-XXX
Revenue Account: 6-1284-334-10-292-080-6-000 Const Pct. 2 LBSP-Revenues

No matching funds required. The LBSP grant will only cover Overtime, FICA, Retirement, Unemployment Compensation, and Workers Comp fringe benefits. All other

fringe benefits will be charged to the
Constable Pct. 2's general fund account (6-1100-421-00-292-001-0-XXX)

Attachments

HSGD Grant Recipient / Memo
Statement of Grant Award
appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/21/2015 03:48 PM
Manuel Chapa	Manuel Chapa	12/29/2015 04:12 PM
Auditor's Office		
Purchasing Department		
Form Started By: Roxanne De La Cruz		Started On: 12/15/2015 03:38 PM

Hector Sandoval

From: Roxanna De La Cruz [roxanna.delacruz@co.hidalgo.tx.us]
Sent: Tuesday, December 29, 2015 8:32 AM
To: Hector Sandoval
Cc: Chief A. Campos
Subject: Certification of Revenues

Good Morning Hector,

Would you please complete a Certification of Revenues for LBSP FY16 the Grant Number: NO. 3002101

Account # 6-1284-421-00-292-080-6-XXX

the agenda item is AI #52691.

Should you have any questions or need additional information, feel free to contact me.

Thanks,

--
Roxanna De la Cruz
Administrative Assistant II
Constable Pct.2 Martin Cantu
Phone (956) 784-3510 Ext. 2303
Fax (956) 784-8687
roxanna.delacruz@co.hidalgo.tx.us

GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://eGrants.gov.texas.gov and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Subrecipient Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer HSGD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

Aimee Snoddy

Aimee Snoddy
Director
Homeland Security Grants Division

***** PREVIEW - Statement of Grant Award (SOGA) - PREVIEW *****

The Statement of Grant Award is your official notice of award from the Governor's Homeland Security Grants Division (HSGD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Texas Government Code, Chapter 783, Uniform Grant and Contract Management; and the Texas Uniform Grant Management Standards (UGMS) that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a subrecipient, the more restrictive requirement applies. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grantee Responsibilities Memo, the Comprehensive Certifications and Assurance Form, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	3002101	**Award Amount:**	$30,000.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	**Grantee Cash Match:**	$0.00
Grant Period:	10/01/2015 - 08/31/2016	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2016	**Total Project Cost:**	$30,000.00
Program Fund:	BL-Local Border Security Program (LBSP)		
Grantee Name:	Hidalgo County		
Project Title:	Local Border Security Program-Constable PCT2		
Grant Manager:	Debbie Jacaman		
DUNS Number:	103110834		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2016-BP-ST-0016
Total Federal Award/State Funds Appropriated:	$5,100,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	Grants for local law enforcement agencies to support Operation Border Star. The grant funds may also support the humane processing of remains of undocumented migrants, when specifically awarded for that purpose.

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
Costs for vehicle fuel are allowable only for the hours officers are working on grant-paid overtime. Vehicle maintenance costs must be prorated to show the use of vehicles for regular law enforcement duties and the use of vehicles while officers are working grant-paid overtime patrols. Only actual vehicle expenses supported by invoiced gas, oil, and maintenance expenses may be reimbursed under this grant. Please retain all receipts and be prepared to make available upon request.	11/10/2015		☐	☐

GOVERNOR GREG ABBOTT

To: HSGD Grant Recipient
From: Aimee Snoddy, Director Homeland Security Grants Division
Contact: (512) 463-1919
Reference: Subrecipient Responsibilities

Congratulations on your grant award from Governor Greg Abbott's Homeland Security Grants Division (HSGD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at https://eGrants.gov.texas.gov.

SECTION I: APPLICABLE TO ALL HSGD SUBRECIPIENTS

Requirements for Grants - Subrecipients shall comply with all applicable federal, state, and local laws and regulations applicable to this Grant including but not limited those noted as standard Comprehensive Certifications and Assurances (See Attachment A); 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Texas Government Code, Chapter 783, Uniform Grant and Contract Management; and the Texas Uniform Grants Management Standards (UGMS) available at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. HSGD reserves the right to add additional responsibilities and requirements, with or without advance notice to subrecipients.

Performance Standards – The subrecipient shall perform all activities entered into eGrants which are approved by HSGD. In the event the subrecipient fails to implement the activities approved by HSGD or comply with any provision of this Grant, the subrecipient may be liable to HSGD for an amount not to exceed the award amount and may be prohibited from applying for or receiving additional funds for other grant programs administered by the Governor's Office until repayment to HSGD is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant.

Performance Period - The performance period for this Grant is listed on the Statement of Grant Award. All goods must be obligated and all services must be received within the performance period. HSGD will not be obligated to reimburse expenses incurred after the performance period.

Liquidation Period - The liquidation date is 90 calendar days after the grant end date, unless otherwise noted in the original grant award or a grant adjustment. Funds **not** obligated by the end of the grant period and **not** expended by the liquidation date will revert to HSGD.

Financial Reporting – Financial Status Reports must be submitted to HSGD via eGrants. Financial status reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter regardless of when the Grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to HSGD on or before the grant liquidation date or funds will lapse and HSGD will provide them as grants to others who need the funding.

Close Out – HSGD will close-out the grant award when it determines that all applicable administrative actions and all required work of the Grant have been completed by the subrecipient.

- The subrecipient must submit all financial, performance, and other reports as required by the terms and conditions of the grant award. Submission of the final Financial Status Report will initiate grant close out with HSGD.
- The subrecipient must promptly refund any balances of unobligated cash that the HSGD paid in advance or paid and that are not authorized to be retained by the subrecipient for use in other projects.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports or through Advance Payment Requests. Upon HSGD approval of the Financial Status Report or Advance Payment Request, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income (GPI) – Any income generated as a direct result of the grant activities must be reported to HSGD through the Financial Status Report and grant adjustment processes. Program income must be used to offset project costs unless prior approval is granted allowing a supplement to project costs. Program income must be expended prior to seeking payments from HSGD and must be accounted and used for the purposes of the grant activities as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by HSGD.

Project Changes – Subrecipients may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Property Management and Inventory - Equipment purchased with grant funds must be used for the purpose of the Grant and as approved by HSGD. An inventory report must be kept on file

containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

- At least every two (2) years, subrecipients must take a physical inventory and reconcile the results with property records.
- Subrecipients must maintain property/inventory records which, at minimum, 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.
- Subrecipients must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.
- The subrecipient must account for any real and personal property acquired with grant funds or received from the Federal Government in accordance with 2 C.F.R. 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the subrecipient, according to the requirements listed herein, and provided to HSGD upon request, if applicable.
- When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA or HSGD, you must make proper disposition of the equipment pursuant to 2 C.F.R. 200.313 and/or the Uniform Grant Management Standards (UGMS), as applicable.

Fidelity Bond – Each nonprofit corporation receiving funds from HSGD must obtain and have on file a blanket fidelity bond that indemnifies HSGD against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the HSGD grant period.

Required Notifications – Subrecipients must immediately notify HSGD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Subrecipients must notify the local prosecutor's office of any possible criminal violations. Subrecipients must immediately notify HSGD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the subrecipient must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to HSGD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a subrecipient based on race, color, national origin, sex, age, or handicap, the subrecipient agrees to immediately forward a copy of the judgment or order to HSGD.

Project Effectiveness – Subrecipients should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Subrecipients must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Subrecipients must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by HSGD, or its designee. To remain eligible for funding, the subrecipient must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Subrecipients must readily make available to the Governor's Office or its agents all requested records. The Governor's Office may make unannounced monitoring visits at any time. The subrecipient must make every effort to resolve all issues, findings, or actions identified within the time frame specified by the Governor's Office.

For Fiscal Years Beginning Before December 26, 2014 Subrecipients expending over $500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at http://www.whitehouse.gov/omb/circulars/index.html and the State Single Audit Circular issued under UGMS at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. Subrecipients must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the subrecipient receives the audit results or nine months after the end of the audit period, whichever is earlier.

For Fiscal Years Beginning On or After December 26, 2014 Subrecipients expending over $750,000 in state or federal grant funds during the fiscal year are subject to 2 CFR, Part 200, Subpart F – Audit Requirements http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl and the State Single Audit Circular issued under UGMS at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. Subrecipients must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with 2 CFR, Part 200, Subpart F – Audit Requirements or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the Subrecipient receives the audit results or nine months after the end of the audit period, whichever is earlier

Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the Grant, and civil or criminal penalties. Refer to the Guide to Grants at https://eGrants.gov.texas.gov/updates.aspx for additional information on supplanting.

Conflict of Interest – Subrecipients should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Subrecipients must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods.

- When contractual or equipment procurement is anticipated to be in excess of $150,000, subrecipients must submit a Procurement Questionnaire https://eGrants.gov.texas.gov/updates.aspx to HSGD for approval prior to procurement. Subrecipients must ensure these contracts address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
- When contractual or equipment procurement is anticipated to be in excess of $10,000, subrecipients must address termination for cause and for convenience by the subrecipient including the manner by which it will be effected and the basis for settlement.
- Prior to contracting with any vendor or subawardee using funds awarded under this Grant, subrecipients must 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/.

Travel – Subrecipients must follow their established policies and good fiscal stewardship related to travel expenses. If the subrecipient does not have established policies regarding in-state and out-of-state travel, the subrecipient must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from HSGD must comply with all requirements for uniform crime reporting and must ensure that prompt reporting will remain current throughout the grant period.

Criminal History Reporting - Entities receiving funds from HSGD must comply with all requirements outlined in the Texas Code of Criminal Procedure, Ch. 60, related to maintaining and reporting criminal history records.

Limited English Proficiency – Subrecipients must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at http://www.lep.gov.

Law Enforcement Programs – Law enforcement programs receiving funds from HSGD must be in compliance with all rules developed by the Texas Commission on Law Enforcement.

Automated License Plate Readers - Subrecipients requesting funds for Automated License Plate Readers (ALPR) must have a written policy regarding use of the ALPR and related data

retention. Subrecipients also must enter into a User Agreement with the Texas Department of Public Safety (DPS), Crime Records Division to gain access to the Texas Automated License Plate Reader (LPR) Database so that data may be shared among all participating local, state, and federal agencies. DPS Crime Records Division will provide written certification of your jurisdiction's participation upon request. Please provide HSGD with a copy of the certification received from DPS Crime Records Division.

28 C.F.R. Part 23 Guidance - Any information technology system funded or supported by these funds must comply with 28 C.F.R. Part 23, *Criminal Intelligence Systems Operating Policies.*

National Information Exchange Model (NIEM) – Subrecipients must use the latest NIEM specifications and guidelines regarding the use of Extensible Markup Language (XML) when using HSGP funds to develop, procure, or implement homeland security information exchanges including systems and databases. Further information about NIEM specifications and guidelines is available at http://www.niem.gov.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the HSGD approved budget, the subrecipient agency has an overtime policy approved by its governing body, and both grant-paid and non-grant paid personnel are treated the same with regards to the application of overtime policy(ies). In addition, in no case is dual compensation allowable. That is, an employee of a subrecipient agency may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a single period of time, even though such work may benefit both activities. Overtime payments issued outside of these guidelines are the responsibility of the subrecipient agency.

Cancellation for Awards - Subrecipients must take reasonable steps to commence project activities upon receiving notice of a grant award:

Commencement Within 60 Days. If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the subrecipient must report by letter to HSGD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

Commencement Within 90 Days. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the subrecipient must submit a second statement to HSGD explaining the implementation delay. Upon receipt of the 90-day letter, HSGD may cancel the project and redistribute the funds to other project areas. HSGD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Subrecipients must immediately notify and provide a copy to HSGD of any Public Information Request received by the agency related to this Grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant funds may not be used to influence the payment, loan, or gift to a person or political organization for a political purpose, or to influence the passage or defeat of legislation.
- Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.
- Subrecipients must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Retention and Accessibility of Records - Subrecipients must maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant 2 CFR 200.333, UGMS, and this Grant.

- Subrecipients must retain these records and any supporting documentation for a minimum of seven (7) 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 related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.
- DHS or HSGD may direct a subrecipient to retain documents for longer periods of time or to transfer certain records to DHS or HSGD custody when DHS or HSGD determines that the records possess long term retention value.
- Subrecipients must give the DHS, the Comptroller General of the United States, the Texas State Auditor's Office, HSGD, 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 subrecipient pertaining to this Grant including records concerning the past use of grant funds. Such rights to access shall continue as long as the records are maintained.

- Subrecipients must include the substance of this Section in all subcontracts.
- Subrecipients must 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.

SECTION II: APPLICABLE TO ALL FEDERALLY FUNDED SUBRECIPIENTS

Federal Notice of Funding Opportunity - All allocations and use of funds under this Grant shall be in accordance with the applicable federal Notice of Funding Opportunity (NOFO) for the Federal Grant Title specified on this Grant.

Acknowledgement of Federal Funding from DHS – All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing project programs funded in whole or in part with Federal funds from the U.S. Department of Homeland Security (DHS).

Emergency Management Plan - During the performance period of this Grant, subrecipients must maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or 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 subrecipient's plan, the subrecipient shall correct deficiencies within 60 calendar days of receiving notice of such deficiencies from TDEM.

Mutual Aid Agreement – During the performance period of this Grant the subrecipient must participate in a legally-adopted county and/or regional mutual aid agreement.

National Incident Management System (NIMS) – During the performance period of this Grant, the subrecipient must implement the NIMS in a manner consistent with the NIMS Implementation Objectives outlined by FEMA at http://www.fema.gov/national-incident-management-system.

Texas Regional Response Network (TRRN) – Subrecipients must be registered users of the TRRN (or other response asset inventory management system specified by HSGD) and shall enter any deployable equipment with a cost of $5,000 or more, purchased with Homeland Security Grant funds into the TRRN (https://www.trrn.state.tx.us).

Environmental and Historical Review – Subrecipients must assess federally funded projects for potential impact to environmental resources and historic properties and submit any required screening form(s) as soon as possible within the deadlines established by HSGD. 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.

Subrecipients must include sufficient review time 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 HSGD will not authorize or release grant funds for non-compliant projects.

- As soon as possible upon receiving this Grant, the subrecipient must provide information to HSGD 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 HSGD 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. Subrecipients must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances. See FEMA Information Bulletin 329.
- Subrecipients 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. Subrecipients 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. The subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered the subrecipient must immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Management and Administration - If this Grant includes funds for management and administration (M&A), the subrecipient must comply with all applicable requirements and limitations with respect to M&A. The subrecipient's M&A shall not exceed 5% of their total project(s).

Personnel Cap - Up to fifty percent (50%) of all federal Homeland Security Grant Program (HSGP) awards 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. Subrecipients 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 HSGD at eGrants@gov.texas.gov. Requests for waivers shall be submitted on official subrecipient letterhead and be signed by the subrecipient's authorized official. Waivers shall contain the information required on page 9 of the FEMA Information Bulletin 379.

SECTION III: APPLICABLE TO FEDERALLY FUNDED OPSG SUBRECIPIENTS:

Subrecipients receiving Operation Stonegarden (OPSG) funds are 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/OPSG Program Office for final review/approval. Official notification of approval will be sent by FEMA via email to HSGD and CBP/BP HQ in Washington, D.C.

- Subrecipients shall develop and submit required operational documents through the border area's Integrated Planning Team.
- Subrecipients 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 the grant performance period.
- Subrecipients intending to spend more than 50 percent of their award on overtime over the course of the performance period, must submit an overtime waiver request through the Integrated Planning Team.
- Subrecipients shall develop and submit Operations Orders for Tactical operational periods to achieve the strategic objectives of the campaign plan.
- Subrecipients shall only initiate tactical operations after the specific Operations Order(s) are approved through the Border Patrol Headquarters and by FEMA, and HSGD has issued an Award or Grant Adjustment Notice (GAN) to the jurisdiction.

SECTION IV: REMEDIES FOR NON-COMPLIANCE

If any subrecipient 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, HSGD may take one or more of the following actions, as appropriate in the circumstances:

- Temporarily withhold cash payments pending correction of the deficiency or more severe enforcement action by HSGD;
- Disallow or deny use of funds for all or part of the cost of the activity or action not in compliance;
- Wholly or partially suspend or terminate this Grant;
- Withhold further awards; or
- Take other remedies that may be legally available.

Subrecipient costs resulting from obligations incurred during a suspension or after termination of this Grant are not allowable unless HSGD expressly authorizes them in the notice of suspension or termination or subsequently.

COMPREHENSIVE CERTIFICATION AND ASSURANCES

The applicant must assure and certify compliance with any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, 2 CFR 200; the Uniform Grant Management Standards (UGMS); and Title 1, Part 1, Chapter 3 of the Texas Administrative Code, that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a subrecipient, the more restrictive requirement applies. ***By accepting the grant award in eGrants, the subrecipient certifies and assures that it complies and will continue to comply with the following:***

1. **LEGAL AUTHORITY** - It possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required. State agencies are not required to adopt a resolution.
2. **DISPLACED PERSONS** - It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions (42 USC §§ 4601 - 4655) which provide for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
3. **POLITICAL ACTIVITY** – It will comply with provisions of Federal law which limit certain political activities of employees of State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC § 1501, et seq.)
4. **FAIR LABOR STANDARDS ACT** - It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 USC §§ 201 - 219) if applicable.
5. **CONFLICT OF INTEREST** - It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. It will comply with Texas Government Code, Section 572, Employment of Former State Officer or Employee of State Agency.
6. **COMPLIANCE REVIEW OR INVESTIGATIONS** – It will cooperate with any compliance review or complaint investigation conducted by the Federal sponsoring agency or the Office of the Governor.
7. **EXAMINATION OF RECORDS** - It will give the sponsoring agency, the Office of the Governor, the State Auditor's Office, or the Comptroller General, through any authorized representative, access to and the right to audit, examine and copy all records, books, papers, or documents related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through subrecipient and the requirement to cooperate is included in any subcontract it awards related to this grant.
8. **REPORTING** – It will submit timely, complete, and accurate reports to the Federal sponsoring agency or Office of the Governor and maintain appropriate backup documentation to support the reports.
9. **COMPLIANCE WITH REQUIREMENTS** - It will comply with all requirements imposed by the Federal sponsoring agency, the Office of the Governor, or the Comptroller General, concerning special requirements of law, program requirements, special reporting, data collection, evaluation requirements, and other administrative requirements.
10. **EPA VIOLATING FACILITIES** - It will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of the project, are not listed in the Environmental Protection Agency's (EPAs) 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.
11. **FLOOD INSURANCE** - It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act (50 USC § 4001), which states that, on or after March 2, 1975, communities must purchase flood insurance, where such insurance is available in those communities. This requirement is a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that had been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
12. **HISTORIC PRESERVATION** - It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 (16 USC § 470), Executive Order 11593 (identification and protection of historic properties), Archeological and Historical Preservation Act of 1974 (16 USC § 469a-1, et seq.), by (a) consulting with the State Historic Preservation Officer (SHPO) on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
13. **NATIONAL ENVIRONMENTAL POLICY ACT** – It will assist the federal grantor agency in its compliance with the National Environmental Policy Act of 1969 (P.L. 91-190, 42 USC 4321-4347, January 1, 1970, 83 Stat. 852) as amended by P.L. 94-52, July 3, 1975, 89 Stat. 258, and P.L. 94-83, August 9, 1975, 89 Stat. 424), by (a) identifying if any of the following activities will be related to the use of grant funds: (1) new construction; (2) minor renovation or remodeling of a property either listed on or eligible for listing on the National Register of Historic Places or located within a 100-year flood plain; (3) a renovation, lease or any proposed use of a building or facility that will either result in a change in its basic prior use or significantly change its size; and (4) implementation of a new program involving the use of chemicals other than chemicals that are purchased as an incidental component of a funded activity and traditionally used, for example, in office, household, recreational, or education environments; and (b) by complying with the following conditions relating to

clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories: (1) provide medical screening of personnel assigned or to be assigned by the subrecipient to the seizure or closure of clandestine methamphetamine laboratories; (2) provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories; (3) as determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment; (4) assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory; (5) utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory; (6) dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities; (7) monitor the transport, disposal, and recycling components of subsections numbered (5) and (6), immediately above, in order to ensure proper compliance; (8) have in place and/or implement any required written agreements with the Texas Department of Protective and Regulatory Services regarding the safety of any minors located at the clandestine laboratory site, the Texas Commission for Environmental Quality, and other entities deemed necessary by the State Administrative Agency.

14. NONDISCRIMINATION –
    A. It will comply with all State and Federal statutes relating to nondiscrimination and ensure, in accordance with federal civil rights laws, that the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
    B. It will comply, and all its contractors will comply, with the nondiscrimination requirements which may include the Civil Rights Act of 1964 (42 USC § 2000d); the Civil Rights Act of 1968 (42 USC § 3601 et seq.); the Rehabilitation Act of 1973 (29 USC § 794); the Americans With Disabilities Act (ADA) of 1990 (42 USC § 12131-34); the Education Amendments of 1972 (USC §§ 1681, 1683, 1685-86); Title IX of the Education Amendments of 1972 (Equal Employment in Education Act) (20 USC § 1681 et seq.); the Age Discrimination Act of 1975 (42 USC §§ 6101-07); Titles I, II and III of the Americans with Disabilities Act; the Drug Abuse and Treatment Act of 1972 (PL 92-255); the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (PL 91-616); Sections 523 and 527 of the Public Health Service Act of 1912 (42 USC §§ 290dd-3 and 290ee-3); and 28 CFR 38 (Equal Treatment for Faith-Based Organizations); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations) and Ex. Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations).
    C. If, during the past three years, the subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the subrecipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the U.S. Department of Homeland Security (DHS) awarding office and the DHS Office of Civil Rights and Civil Liberties.
    D. In the event of 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 the subrecipient, or the subrecipient settles a case or matter alleging such discrimination, subrecipients must forward a copy of the complaint and findings to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
15. LIMITED ENGLISH PROFICIENCY- It will comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, subrecipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a subrecipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.
16. ACTIVITIES CONDUCTED ABROAD – It will ensure 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.
17. PERSONALLY IDENTIFIABLE INFORMATION (PII) – If subrecipient collects PII it will have a publically-available privacy policy that describes what PII it collects, how it uses the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate.
18. COPYRIGHT – It will affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, 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.)
19. DEBARMENT AND SUSPENSION – It will comply with Executive Orders 12549 and 12689 that requires "a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)", in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties

declared ineligible under statutory or regulatory authority other than Executive Order 12549. The subrecipient certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

20. **DUPLICATION OF BENEFITS** – It will comply with 2 CFR 200.405, which provides that any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.
21. **ENERGY POLICY AND CONSERVATION ACT** – It will comply with the requirements of 42 USC § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this act.
22. **FALSE CLAIMS ACT AND PROGRAM FRAUD CIVIL REMEDIES** – It will comply with the requirements of 31 USC § 3729 which set forth that no subrecipient of federal payments shall submit a false claim for payment. See also 38 USC § 3801-3812 which details the administrative remedies for false claims and statements made.
23. **FEDERAL DEBT STATUS** – It is non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.
24. **FLY AMERICA ACT OF 1974** – It will comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 42 USC § 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 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.
25. **HOTEL AND MOTEL FIRE SAFETY ACT OF 1990** – In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990,* 15 USC § 2225a, it will ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974, as amended,* 15 USC §2225.
26. **PATENTS AND INTELLECTUAL PROPERTY RIGHTS** – Unless otherwise provided by law, subrecipients are subject to the Bayh-Dole Act, PL No 96-517, as amended, and codified in 35 USC § 200 et seq. It will comply with the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 CFR Part 401) and the standard patent rights clause in 37 CFR § 401.14.
27. **PROCUREMENT OF RECOVERED MATERIALS** – It will comply with Section 6002 of the Solid Waste Disposal acts amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the hi9ghest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
28. **SAFECOM** – If emergency communications equipment is provided under the grant, it will comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
29. **TERRORIST FINANCING E.O. 13224** – It will comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of subrecipients to ensure compliance with the E.O. and laws.
30. **TRAFFICKING VICTIMS PROTECTION ACT OF 2000** – It will 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 USC § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, *Federal Register,* Volume 72, No. 218, November 13, 2007. Full text of the award term is provided at 2 CFR § 175.15.
31. **UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)** – It will maintain the currency of the information in the SAM until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 CFR Part 25.
32. **USA PATRIOT ACT OF 2001** – It will 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 USC §§ 175-175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.
33. **USE OF DHS SEAL, LOGO AND FLAGS** – It will obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
34. **WHISTLEBLOWER PROTECTION ACT** – It will comply with the statutory requirements for whistleblower protections (if applicable) at 10 USC 2409, 41 USC 4712, 10 USC 2324, and 41 USC 4304 and 4310.
35. **PROTECTION OF HUMAN SUBJECTS** – It will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that subrecipients comply with applicable provisions/law for the protection of human subjects for purposes of research. It will 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 CFR 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 CFR Part 46.

36. **COASTAL BARRIERS** - It will comply with the provisions of the Coastal Barrier Resources Act (16 USC § 3501, et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
37. **SUPPLANTING PROHIBITION** - It will use funds to supplement existing funds for program activities and may not replace (supplant) non-Federal funds that have been appropriated for the same purpose. The applicant understands that potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this Program, suspension or debarment from Federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.
38. **TAXES** – It will comply with all State and Federal laws and are solely responsible for filing all required State and Federal tax forms.
39. **GRANT ADMINISTRATION** - It will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant, including these standard assurances, are met.
40. **PUBLIC INFORMATION** - It will ensure 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.
41. **CHILD SUPPORT PAYMENTS** – It will comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
42. **SUSPECTED CHILD ABUSE** - It will comply with Section 261.101 of the Texas Family Code, 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. It will also ensure that all program personnel are properly trained and aware of this requirement.
43. **RELATIVES** - It 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.
44. **OPEN MEETINGS** - If the applicant is a governmental entity, it will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically excluded in the Texas Constitution.
45. **HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY** - If the applicant is a health and human services agency or public safety or law enforcement agency, it will not contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
46. **HIV/AIDS WORKPLACE GUIDELINES** – It will 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.
47. **LAW ENFORCEMENT AGENCY** - If the applicant is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, it will not expend any grant funds for this grant unless it is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.
48. **POLITICAL POLLING PROHIBITED** – It will not subgrant to any entity or expend funds for political polling. This prohibition regarding political polling does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.
49. **LIMITATIONS ON GRANTS TO UNITS OF LOCAL GOVERNMENT** - Grant funds may not be expended by 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, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and 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, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and subrecipient 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, which requires subrecipient to make every effort to attain key performance target levels associated with this Grant, 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, which requires that this Grant may only be expended if subrecipient timely completes and files its reports.
50. **EQUAL EMPLOYMENT OPPORTUNITY**- It will comply with the requirement that except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
51. **DAVIS-BACON ACT** – It will comply with the *Davis-Bacon Act*, as amended (40 U.S.C. 3141-3148) that states when required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by subrecipients

must include a provision for compliance with the *Davis-Bacon Act* (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The subrecipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The subrecipient must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the *Copeland "Anti-Kickback" Act* (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The subrecipient must report all suspected or reported violations to the Federal awarding agency.

52. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** - Where applicable, it will comply with the requirement that all contracts awarded by the subrecipient in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
53. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," it will comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
54. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT** – If subrecipient receives grants in excess of $150,000, it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
55. **TEXAS PUBLIC INFORMATION ACT; CONFIDENTIAL INFORMATION** - It acknowledges that the State, OOG, and this grant are subject to the Texas Public Information Act, Texas Government Code Chapter 552, (the "PIA"). Subrecipient acknowledges that the OOG will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. The subrecipient acknowledges that information created or exchanged in connection with this grant is subject to the PIA, and subrecipient agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to the OOG or State. The subrecipient will cooperate with OOG in the production of documents or information responsive to a request for information. Information provided by or on behalf of subrecipient under, pursuant to, or in connection with this grant that the subrecipient considers proprietary, financial, or trade secret information (collectively "Confidential Information") shall be designated as such when it is provided to OOG or State or any other entity in accordance with this grant. OOG agrees to notify subrecipient in writing within a reasonable time from receipt of a request for information covering subrecipient's Confidential Information. OOG will make a determination whether to submit a Public Information Act request to the Attorney General. The subrecipient agrees to maintain the confidentiality of information received from the OOG or State during the performance of this grant, including information which discloses confidential personal information particularly, but not limited to, personally identifying information, personal financial information and social security numbers. Subrecipient will notify OOG within twenty-four (24) hours of receipt of any third party requests for information that was provided to the subrecipient by the OOG or the State.
56. **FUNDING LIMITATION** - It agrees that nothing in this grant will be interpreted to create an obligation or liability of the OOG in excess of the funds delineated in this grant. Subrecipient agrees that funding for this grant is subject to the actual receipt by the OOG of grant funds appropriated to the OOG. Subrecipient agrees that the grant funds, if any, received from the OOG may be limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OOG for the purpose of this grant. Subrecipient agrees that notwithstanding any other provision of this grant, if the OOG is not appropriated the funds or if the OOG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OOG for this grant program are required to be reallocated to fund other federal or state programs or purposes, the OOG is not liable to pay the subrecipient any remaining balance on this grant.
57. **NO WAIVER OF SOVEREIGN IMMUNITY** - It agree that no provision of this grant is in any way intended to constitute a waiver by the OOG, its officers, employees, agents, or contractors or the State of Texas of any immunities from suit or from liability that the OOG or the State of Texas may have by operation of law.
58. **INDEPENDENT CONTRACTOR STATUS** - It agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of subrecipient be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OOG or the State of Texas. Subrecipient is not a "governmental body" by virtue of receipt of grant funds under this Contract. Likewise, the persons identified by subrecipient as meeting the Created Job Target or Baseline are not state employees by virtue of this Contract. All persons furnished, used, retained, or hired by or on behalf of subrecipient or any of subrecipient's contractors shall be

considered to be solely the employees or agents of subrecipient or subrecipient's contractors. Subrecipient or subrecipient's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law. Subrecipient agrees to take such steps as may be necessary to ensure that each contractor of subrecipient will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of the OOG or the State of Texas. Subrecipient is responsible for all types of claims whatsoever due to actions or performance under this Contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties.

59. **GOVERNING LAW; VENUE** –This Contract is made and entered into in the State of Texas. This Contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements. Except where state law establishes mandatory venue, subrecipient agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. Subrecipient hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that subrecipient is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.
60. **COMPLIANCE WITH LICENSING, PERMITTING AND REGULATORY BODIES** - Subrecipient certifies that it has obtained all licenses, certifications, permits and authorizations necessary to perform its obligations under this Contract, without costs to the OOG. Subrecipient shall comply with any applicable federal, state, county, local and municipal laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations, in connection with its obligations under this Contract. Subrecipient certifies that it currently is in good standing with all licensing, permitting or regulatory bodies that regulate any or all aspects of subrecipient's business or operations. Subrecipient agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.
61. **CHAPTER 2260 OF THE TEXAS GOVERNMENT CODE** – Subrecipient agrees the dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by the Parties to attempt to resolve any claim for breach of this Contract made by subrecipient. Subrecipient's claims for breach of this Contract that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, subrecipient shall submit written notice to the OOG's contact. Said notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. Compliance by subrecipient with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code. The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is subrecipient's sole and exclusive process for seeking a remedy for any and all alleged breaches of this Contract by the OOG if the Parties are unable to otherwise informally resolve their disputes. Compliance with the contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. Neither the execution of this Contract by OOG nor any other conduct of any representative of OOG relating to this Contract shall be considered a waiver of sovereign immunity. The submission, processing, and resolution of subrecipient's claim is governed by the OOG's published rules, if any. If no OOG rules have been published, then Title 1, Chapter 155 of the Texas Administrative Code, shall govern.
62. **INDEMNITY AND HOLD HARMLESS** - SUBRECIPIENT AGREES TO INDEMNIFY AND HOLD HARMLESS THE OOG, THE STATE OF TEXAS AND ITS EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS OR SUITS WHATSOEVER, INCLUDING ANY LITIGATION COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN SUBRECIPIENT'S PERFORMANCE UNDER THIS GRANT. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH OOG AND THE OFFICE OF THE ATTORNEY GENERAL WHEN THE OOG, THE STATE OF TEXAS OR ITS EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS AND/OR DESIGNEES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OOG AND THE OFFICE OF THE ATTORNEY GENERAL. SUBRECIPIENT AND THE OOG AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIMS.
63. **DRUG-FREE WORKPLACE** – It will comply with drug-free workplace requirements in Subpart B of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).
64. **LOBBYING** – The applicant certifies that:
    a. It will not use grant 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 approval of the Governor's Office.
    b. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify the Governor's Office to obtain the appropriate disclosure form.
    c. It will comply with 31 USC § 1352, as applicable, which provides that none of the funds provided under an award may be expended by the subrecipient 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,
    d. It will include the language of paragraphs A., B. and C. of this Section in the award documents for all sub-awards at all tiers and will require all subrecipients to certify accordingly.

8:50 AM

Agency Name: Hidalgo County
Grant/App: 3002101
Start Date: 10/1/2015
Project Title: Local Border Security Program-Constable PCT2
Status: Pending AO Acceptance of Award
End Date: 8/31/2016
Fund Source: BL-Local Border Security Program (LBSP)
Current Grant Manager: Debbie Jacaman
Current Program Manager: Arturo Mendez
Liquidation Date:
CFDA: NONE

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Printer Friendly

General Information and Instructions

View Introduction

View Instructions

Select and Enter Budget Line Item Details

	Budget Category	OOG Funds	Cash Match	In Kind Match	GPI	Total Project
	Personnel	$24,922.00	$0.00	$0.00	$0.00	$24,922.00
	Travel and Training	$0.00	$0.00	$0.00	$0.00	$0.00
	Supplies and Direct Operating Expenses	$5,078.00	$0.00	$0.00	$0.00	$5,078.00

Budget Summary Totals

OOG Funds:	Cash Match:	In Kind Match:	GPI:	Total Project:
$30,000.00	$0.00	$0.00	$0.00	$30,000.00

Export Your Budget Detail Item(s)

Export To Excel

Notes by Grantee to OOG:

Note from Grantee to OOG

Enter on: 11/10/2015 2:12:09 PM By: Debbie Jacaman
It has been determined that fuel & maintenance costs for agency-owned vehicles should be charged to the Supplies/Vehicle Operating Cost budget category. Mileage costs incurred while traveling in a personally-owned vehicle are charged to the Travel & Training category. Budgeted Mileage was moved from Travel & Training back to the Supplies budget category.
Enter on: 10/26/2015 10:06:02 AM By: Debbie Jacaman
Your agency is conditionally approved for an LBSP16 award of $30,000.00.
Please revise budget amounts and descriptions for Personnel and for Mileage to adjust for the new total, including detail on specific costs and quantities to be billed to the grant (i.e., #people x #days per month x avg OT rate + fringe rate x #months = Total Personnel. #units x #miles/unit x #days per month x mileage rate x #months = Total Mileage).

Printer Friendly

Previous

DATE: December 28, 2015

2016
Appropriation

DEPARTMENT HEAD: Constable Martin "Marty" Cantu

DEPARTMENT NAME: Constable Precinct No. 2

ACCOUNT NUMBER: 6-1284-421-00-292-080-6-XXX

Contact Person: Armando Campos **Ph#** 956-784-3510

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
6-1284-421-00-292-080-6-131	CONST PCT2 LBSP-OVERTIME PAY	20,439.59
6-1284-421-00-292-080-6-220	CONST PCT2 LBSP-FICA	1,563.63
6-1284-421-00-292-080-6-230	CONST PCT2 LBSP-RETIREMENT	2,158.42
6-1284-421-00-292-080-6-250	CONST PCT2 LBSP-UNEMPLOYMENT COMP	122.64
6-1284-421-00-292-080-6-260	CONST PCT2 LBSP-WORKERS COMP	637.72
6-1284-421-00-292-080-6-581	CONST PCT2 LBSP-TRAVEL IN COUNTY	5,078.00
6-1284-334-10-292-080-6-000	CONST PCT2 LBSP-REVENUES	30,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**30,000.00**

REASON: TO APPROPRIATE FUNDS FOR THE FY16 LBSP GRANT AWARDED TO THE CONSTABLE PCT NO. 2 OFFICE BY THE OFFICE OF THE GOVERNOR'S HOMELAND SECURITY GRANTS DIVISION (HSGD) FOR OVERTIME/FRINGE/MIL EXPENDITURES. GRANT PERIOD EFFECTIVE 10-1-2015 TO 08-31-2016. (GRANT AWARD NO. 3002101).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

AI-52690 Constables 8. C.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. 3 - LBSP FY16 (1284)
1. Authorization and approval to accept the Local Border Security Program (LBSP) FY16 Grant Award No: 2998901.
2. Authorization for County Judge, as authorized official, to electronically sign grant award form and related documents.
3. Authorization to pay overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues, as certified by the County Auditor, for the Local Border Security Program FY 2016 (LBSP-16)
5. Approval to appropriate the budget for LBSP-16 grant award in the amount of $80,000.00.

BACKGROUND

1. Authorization to apply for LBSP-16 (AI-51299) approved by Commissioners' Court on 9/15/15.
2. Grant Award Number: 2998901
3. Grant Period: October 1, 2015 to August 31, 2016.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1284-421-00-293-080-6-XXX

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

BUDGETARY IMPACT:

County fiscal/calendar year: 6
Grant fiscal year: 16
Account fiscal year: 6
Grant period: October 1, 2015 through August 31, 2016

Expenditure Account: 6-1284-421-00-293-080-6-XXX
Revenue Account: 6-1284-334-10-293-080-6-000 Const Pct. 3 LBSP-Revenues

No matching funds required. The LBSP grant will only cover Overtime, FICA, Retirement, Unemployment Compensation, and Workers Comp fringe benefits. All other fringe benefits will be charged to the Constable Pct. 3's general fund account (6-1100-421-00-293-001-0-XXX)

Attachments

Financial Cost Estimate

Grant Summary

SOGA

memo

letter

Budget appropriation

COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/21/2015 03:47 PM
Manuel Chapa	Manuel Chapa	12/29/2015 04:02 PM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM
Form Started By: Raquel Ramos		Started On: 12/15/2015 03:13 PM
Final Approval Date: 01/01/2016		

FINANCIAL ST ESTIMATE (OPTIONAL)

1. NAME OF PROGRAM / ASSISTANCE:	Local Border Security Program FY 2016
2. APPLICANT NAME:	Hidalgo County Pct 3 Constable Department

3. ESTIMATED MONTHLY EXPENSES:

a. Personnel Estimate

Position	Number of Personnel	Hourly Rate	Overtime Rate (Time and 1/2)	Number of O/T Hours per Person per Day	Number of Days	Salary	FICA 7.65%	Retirement 10.63%	Unemployment Comp 0.60%	W/C 3.12%	Total Salary & Fringe
Sgt II	1	$23.57	$35.36	5	4	$671.75	$51.39	$71.41	$4.03	$20.96	$819.53
Sr Deputy	3	$22.95	$34.43	5	4	$1,962.23	$150.11	$208.58	$11.77	$61.22	$2,393.91
Sr Deputy	2	$21.43	$32.15	5	4	$1,221.51	$93.45	$129.85	$7.33	$38.11	$1,490.24
Sr Deputy	1	$20.70	$31.05	5	4	$621.00	$47.51	$66.01	$3.73	$19.38	$757.62
Deputy	5	$19.48	$29.22	5	4	$2,775.90	$212.36	$295.08	$16.66	$86.61	$3,386.60
			$0.00			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
									Total Personnel Estimates		**$8,847.90**

b. Travel & Per Diem Estimate

Position	Number of Personnel	Commercial Travel Costs	Mileage from / to County	Estimated Ave. Daily Miles	Number of Days	Total Mileage Cost	Hotel Rate $85 Maximum	Hotel Tax Rate	Meals $36 Maximum	Travel Totals
						$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00
									Total Travel & Per Diem Estimate	$0.00

c. Operational Cost Estimate

	Number of Cars	Number of Miles per Car	Number of Days	Rate per Mile	Subtotal
Mileage	12	77	5	$0.560	**$2,580.67**
Fuel Costs					
Other Costs					
				Total Operational Cost Estimate	**$2,580.67**

*NOTE: Estimate either for fuel or mileage, not both.

FILL IN SHADED FIELDS ONLY

4. NUMBER OF MONTHS IN THE GRANT PERIOD: 7

5. ARE YOU PAID MONTHLY OR BI-MONTHLY: BI-MONTHLY

6. INDICATE THE NUMBER OF HOURS IN YOUR PAY PERIOD: 80

7. TOTAL AMOUNT OF APPLICATION

	Total Grant
a. Personnel Estimate	$61,935.33
b. Travel & Per Diem Estimate	$0.00
c. Operational Cost Estimate	$18,064.68
Total Expenses	**$80,000.00**

8. TYPE OF PAYMENT YOU PREFER: (check one)

Reimbursement: X

ONE TIME Advance Payment Request:

Snapshot Description: Application - Preliminary Review Responses Submitted by Applicant
Created: 10/30/2015 10:14:28 AM

Agency Name: Hidalgo County
Grant/App: 2998901 **Start Date:** 10/1/2015 **End Date:** 8/31/2016

Project Title: Local Border Security Program-Constable PCT3
Status: Pending OOG Review

Eligibility Information
Your organization's Texas Payee/Taxpayer ID Number:
17460007176041

Application Eligibility Certify:
Created on:9/14/2015 3:29:26 PM By:Dan Broyles

Profile Information
Applicant Agency Name: Hidalgo County
Project Title: Local Border Security Program-Constable PCT3
Division or Unit to Administer the Project: Hidalgo County Pct 3 Constable Department
Address Line 1: 730 North Breyfogle STE B
Address Line 2:
City/State/Zip: Mission Texas 78574-1914
Start Date: 10/1/2015
End Date: 8/31/2016

Regional Council of Goverments(COG) within the Project's Impact Area: Lower Rio Grande Valley Development Council
Headquarter County: Hidalgo
Counties within Project's Impact Area: Hidalgo

Grant Officials:
Authorized Official
User Name: Ramon Garcia
Email: ramon.garcia@co.hidalgo.tx.us
Address 1: 302 W. University
Address 1:
City: Edinburg, Texas 78539
Phone: 956-318-2600 Other Phone:
Fax: 956-318-2699
Title: Mr.
Salutation: Judge
Position: Hidalgo County Judge

Project Director
User Name: Larry Gallardo
Email: larry.gallardo@co.hidalgo.tx.us
Address 1: 730 North Breyfogle
Address 1:
City: Mission, Texas 78574
Phone: 956-581-6800 Other Phone:
Fax: 956-519-4245
Title: Mr.

Salutation: Constable
Position: Constable

Financial Official
User Name: Ray Eufracio
Email: ray.eufracio@auditor.co.hidalgo.tx.us
Address 1: 2808 S. Business Hwy 281
Address 1:
City: Edinburg, Texas 78539
Phone: 956-318-2511 Other Phone: 956-318-2535
Fax: 956-318-2577
Title: Mr.
Salutation: Mr.
Position: County Auditor

Grant Writer
User Name: Dan Broyles
Email: dan.broyles@co.hidalgo.tx.us
Address 1: 730 North Breyfogle Road Ste B
Address 1:
City: Mission, Texas 78574
Phone: 956-581-6800 Other Phone: 956-212-3858
Fax: 956-519-4245
Title: Mr.
Salutation: Sergeant
Position: Sergeant

Grant Vendor Information
Organization Type: County
Organization Option: applying to provide homeland security services
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460007176041
Data Universal Numbering System (DUNS): 103110834

Narrative Information
Primary Mission and Purpose

The purpose of the program is to sustain interagency law enforcement operations and enhance local law enforcement patrols in an effort to deter and facilitate directed actions to interdict criminal activity. Program participants shall assist in the execution of coordinated border security operations in an effort to:

- Increase the effectiveness and impact of Steady State and Surge Operations.
- Reduce border-related criminal activity in Texas.
- Implement and increase the effectiveness of operational methods, measures, and techniques for outbound/southbound operations.
- Decrease the supply of drugs smuggled into and through Texas from Mexico.
- Disrupt and deter operations of gang and cartel criminal organizations.
- Decrease specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
- Decrease use of specific areas for crime as targeted in directed action missions.
- Increase the effectiveness of air operations mission planning and prioritization.
- Increase the coordination and integration of air-ground team operations to include Texas Military Forces (TMF) aviation, United States Customs and Border Patrol (USCBP) Air and Marine, TXDPS Aircraft Division, and United States Coast Guard (USCG) aviation support.
- Increase the effectiveness of directed action missions based upon intelligence and analysis to ensure they target the most serious threats and are conducted in high pay off areas.
- Increase the number and quality of analytical intelligence products developed at the Unified Command and state levels.
- Increase intelligence based operations at the Unified Command level through integration of TxMap, sector specific information, and intelligence analysis.

Funding Levels
The anticipated funding levels for these programs are as follows:

- Minimum Award - $10,000
- Maximum Award – None
- The program does not require a grantee to provide matching funds.

  For more information regarding grantee match, please click on the **Budget** tab, and then click on the **Source of Match** tab in eGrants.

Note: *If you voluntarily include matching funds that exceed the minimum match requirement, you will be held to that amount throughout the grant period.*
Program Requirements

Coordination with Regional Joint Operations Intelligence Center (JOIC)
Grantees must agree to perform the following activities:

- Conduct Steady State operations and respond to calls for service.
- Conduct enhanced law enforcement patrolling activities.
- Conduct surveillance, interdictions, investigations, and collect and disseminate information within its jurisdiction or cross-jurisdiction lines as required.
- Recognize and react to information/intelligence to adjust times and locations of enhanced patrol activities.
- Report significant border related events that occur during each 24-hour period.
- Identify significant border related trends or areas of interest that may be developed into focus areas for future operations.
- Integrate air, ground, marine, and remote operations.
- Participate in operational planning and coordination meetings, information/intelligence sharing meetings, and After Action Reviews (AARs) established by the JOIC.
- Participate weekly on the JOIC Unified Command conference calls or meetings as required by the JOIC.
- Submit Daily Border Incident Assessment Reports (BIAR) to the JOIC. The BIAR is the primary incident and information-reporting tool for the Grantee in local border security operations. The grantee shall ensure all BIARs conform to the respective standards outlined by the JOIC and are submitted within the timeframes established by the JOIC. The grantee shall report all activities that are considered Steady State activities in addition to Enhanced Operation activities to the JOIC. Steady State activities are defined as normal patrol or investigative duties that do not use grant funds, but directly impact the overall LBSP mission (organized crime arrests, terroristic activities, weapons trafficking arrests, kidnappings, home invasions with a border or organized crime nexus, illegal immigration, border related murders, gang related murders, or drug trafficking). Enhanced (Surge) Operations originate out of the use of LBSP funds when the local agency chooses to increase the hours of patrol or investigative bodies.

Eligibility Requirements
Uniform Crime Reporting - Applicant assures that if it operates a law enforcement agency, the agency is current and has been current in reporting required Part 1 violent crime data for three previous years to the Texas Department of Public Safety and will continue reporting throughout the grant period.

Criminal History Reporting - Entities receiving funds from HSGD must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 60*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

DUNS - Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency.

System for Award Management - Eligible applicants must be registered in the federal System for Award Management (SAM) database and maintain an active registration throughout the grant period.

Program Income
Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income to HSGD through a formal grant adjustment and to secure HSGD approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after HSGD's approval of a grant adjustment and prior to requesting reimbursement of HSGD funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless HSGD authorizes otherwise. Program income shall be used to reduce the HSGD award and grantee match rather than to increase the funds committed to the project. Exceptions to the deduction method must be approved by the HSGD Director.

Note: *Program income must be spent on project expenses before expending OOG grant funds. Program income is subject to the same statutes, rules, regulations, and guidelines applicable to the use of the OOG-funded portion of the grant.*

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).
Certification
Each applicant agency will certify to the specific criteria detailed above under the **Narrative** tab to be eligible for funding under the **Local Border Security Program** solicitation.
X I certify to all of the above eligibility requirements.

Problem Statement:
Please provide a detailed account in the Problem Statement section of the existing issues your project will target.
Enter your problem statement:
Anzaldua's Park is part of the Hidalgo County Pct 3 Park System. The southern border of the Park is the Rio Grande River. The Park has become a targeted area for human / drug smuggling and other criminal activities, thus creating an unsafe environment for citizens and patrons of the Park.. Criminal Organizations based in Mexico operate on the south side of the river in plain view with no fear of repercussions or criminal enforcement. Additional Criminal Organizations based within Hidalgo County Pct 3 facilitate the criminal activities either by providing intelligence on law enforcement activities and / or providing transport to designated locations commonly known as a "Stash House".. Undocumented Aliens (U/As) from foreign countries are apprehended within the Park on a daily basis. The northwestern AOR border of Hidalgo Pct 3 and Starr County has been historically designated as source location of human / drug smuggling and other criminal activities. There are numerous common corridors in the populated areas, but also include numerous isolated corridors in the rural ranch land areas. Criminal Organizations based within Hidalgo County Pct 3 facilitate the transportation of U/As and drugs.

Supporting Data:
Provide as much supporting data, to include baseline statistics and the sources of your data, which are pertinent to where the grant project is located and/or targeted. Do not use statewide data for a local problem or national data for a statewide problem.
Enter your supporting data:
During the 2015 LBSP Operation, The Hidalgo County Pct 3 Constable Department has turned over to Federal Authorities, 627 individuals of foreign countries. This office has turned over to Federal Authorities, an additional 210 during non-grant operations. The information has been submitted with BIAR to the RGV JOIC. This office also maintains separate statistical data.

Community Plan:
For projects that have a local or regional impact target area, provide information regarding the community plan need (s) that your project willl address.
Enter your community planning needs:

Goal Statement:
Provide a brief description of the overall goals and objectives for this project.
Enter a description for the overall goals and objectives:
The Hidalgo County Pct 3 Constable Department will actively conduct Steady State, Enhanced and Directed law enforcement patrol activities. The Pct 3 Constable will dedicate patrol deputies to the area of responsibility (AOR) which includes but is not limited to: • Approximately 25 miles of US / Mexico border separated by the Rio Grande River. • Anzaldua's Park (Hidalgo County Park System) which has been a targeted area for human / drug smuggling and criminal activities. The Texas DPS Marine units and Texas Military Forces are currently launching from the park. • The western AOR border of Hidalgo / Starr County, which has been historically designated as source location of human / drug smuggling and other criminal activities. There are numerous common corridors in the populated areas, but also include numerous isolated corridors in the rural ranch land areas. The Pct 3 Constable Dept. will also: • Coordinate / Participate with additional law enforcement agencies pertaining to Directed Action / Surge Operations, and Initiatives. • Conduct periodic outbound inspections in conjunction with US Customs and Border Protection (CBP) at Port of Entry (POE) within AOR. • Respond to service calls of border violence. • Implement operational areas based on intelligence reports decimated by the RGV JOIC • Submit regular intelligence / after action reports (BIARs) to the RGV JOIC

Cooperative Working Agreement (CWA):
When a grantee intends to carry out a grant project through cooperating or participating with one or more outside organizations, the grantee must obtain authorized approval signatures on the cooperative working agreement (CWA) from each participating organization. Grantees must maintain on file a signed copy of all cooperative working agreements, and they must submit to CJD a list of each participating organization and a description of the purpose of each **CWA**. Cooperative working agreements do not involve an exchange of funds.

For this project, provide the name of the participating organization(s) and a brief description of the purpose(s) for the **CWA(s)**. You should only provide information here that this project's successful operation is contingent on for the named service or participation from the outside organization.

Note: A **Sample CWA** is available here for your convenience.
Enter your cooperating working agreement(s):

Continuation Projects:
For continuation projects only, if your current or previous year's project is NOT on schedule in accomplishing the stated objectives, briefly describe the major obstacles preventing your organization from successfully reaching the project objectives as stated within your previous grant application. (Data may be calculated on a pro-rated basis depending on how long the current or previous year's project has been operating.)
Enter your current grant's progress:

Project Summary:
Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.
Enter your summary statement for this project:
The Hidalgo County Pct 3 Constable Department is responsible for Anzaldua's Park which is part of the Hidalgo County Pct 3 Park System. Because of its close proximity Rio Grande River, the Park has become a targeted area for human / drug smuggling and other criminal activities. It has created an unsecure environment for citizens and patrons of the Park. The Hidalgo County Pct 3 Constable Department will actively conduct Steady State, Enhanced and Directed law enforcement patrol activities to identify, interdict and disrupt Criminal Organizations based in Mexico. The Hidalgo County Pct 3 Constable Department will also gather intelligence on the Criminal Organizations. The Park is only a small portion of the approx. 25 miles of International Border within the designated AOR. The Hidalgo County Pct 3 Constable Department will also actively conduct Steady State, Enhanced and Directed law enforcement patrol to the western AOR border of Hidalgo / Starr County, which has been historically designated as source location of human / drug smuggling and other criminal activities. There are numerous common

smuggling corridors in the populated areas, but also include numerous isolated smuggling corridors in the rural AOR ranch land areas. The Pct 3 Constable Dept. will also: • Coordinate / Participate with additional law enforcement agencies pertaining to Directed Action / Surge Operations, and Initiatives. • Conduct periodic outbound inspections in conjunction with US Customs and Border Protection (CBP) at Port of Entry (POE) within AOR. • Respond to service calls of border violence. • Implement operational areas based on intelligence reports decimated by the RGV JOIC • Submit regular intelligence / after action reports (BIARs) to the RGV JOIC

Project Activities Information
Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Enhanced Patrol	100.00	Deputy Constables will conduct enhanced patrol in the designated egress and ingress areas within Hidalgo County Pct 3. Deputy Constables activities will be, but not limited to: Investigative techniques to identify, disrupt, dismantle and apprehend potential criminal human and contraband smuggling organizations, Apprehend criminal elements from entering the US illegally and Intervene in border related violence.

Geographic Area:
Hidalgo County Precinct 3

Target Audience:
Criminal elements (of all ages) posing a potential threat to border security and the safety of residents residing within Hidalgo County Precinct 3.

Gender:
Male and Female

Ages:
all ages

Special Characteristics:
No special characteristics

Measures Information
Reserved
This section left intentionally blank.
Objective Output Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Number of weapons seized.	1	0
Number of cash seizures estimated to result from activities of grant paid officers supporting the border initiative.	0	0
Number of miles patrolled by grant-funded officers.	16962	20000
Number of traffic citations issued by grant-funded officers.	52	0
Number of Border Incident Assessment Reports submitted to a Regional Joint Operations Intelligence Center.	172	0

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL

Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
Cash value of forfeitures attributed to grant paid officers supporting the border initiative.	0	0
Number of felony arrests made by grant paid officers supporting the border initiative.	4	0
Number of forfeitures (cash and other assets) attributed to grant paid officers supporting the border initiative.	0	0
Number of gangs targeted in the border initiative.	0	0
Number of hours of overtime of grant paid officers supporting the border initiative.	1751	2880
Number of misdemeanor arrests made by grant paid officers supporting the border initiative.	4	0
Number of total felony arrests by all peace officers at the grantee agency.	9	0
Number of total hours of overtime the law enforcement agency paid to peace officers regardless of the source of funding.	2591	4092
Number of total misdemeanor arrests by all peace officers at the grantee agency.	6	0
Number of hours of overtime of law enforcement support personnel (i.e. dispatchers or jailers) supporting the border initiative.	0	0
Number of detentions made by grant paid officers for referral to federal officials.	627	0
Number of total detentions made by all peace officers for referral to federal officials regardless of the source of funding.	837	0

Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL

Certification and Assurances
Each applicant must click on this link to review the standard Certification and Assurances.
Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to HSGD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update HSGD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to HSGD.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will grant funds be used to support any contracts for professional services?

Select the Appropriate Response:

_ Yes
X No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds 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 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?

Note: *Pursuant to Texas Government Code §556.005, a political subdivision or private entity that receives state funds may not use the funds to pay a person required to register as a lobbyist or for lobbying expenses. A political subdivision or private entity that violates this provision is not eligible to receive additional state funds.*

Select the Appropriate Response:

_ Yes
X No
_ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds 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 in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Response

_ Yes
X No
_ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:
1/1/2015
Enter the End Date [mm/dd/yyyy]:
12/31/2015

Sources of Financial Support
Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:
Enter the amount ($) of Federal Grant Funds:
0
Enter the amount ($) of State Grant Funds:
0
Single Audit
Select the appropriate response below based on the Fiscal Year Begin Date as entered above:

For Fiscal Years Beginning Before December 26, 2014
Applicants who expend less than $500,000 in federal grant funding or less than $500,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a HSGD grant. However, HSGD may require a limited scope audit as defined in OMB Circular A-133.

Has the applicant agency expended federal grant funding of $500,000 or more, or state grant funding of $500,000 or more during the most recently completed fiscal year?

OR

For Fiscal Years Beginning On or After December 26, 2014
Applicants who expend less than $750,000 in federal grant funding or less than $750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a HSGD grant. However, HSGD may require a limited scope audit as defined in CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of $750,000 or more, or state grant funding of $750,000 or more during the most recently completed fiscal year?
_ Yes
X No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133; or CFR Part 200, Subpart F - Audit Requirements.
Enter the date of your last annual single audit:
12/31/2014
Debarment
Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;

- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or

- 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 the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

X I Certify
_ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.
Enter the debarment justification:

Fiscal Capability Information
Organizational Information
Enter the Year in which the Corporation was Founded:
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:
Enter the Employer Identification Number Assigned by the IRS:
Enter the Charter Number assigned by the Texas Secretary of State:
Accounting System
The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.
Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts).
Select the appropriate response:
_ Yes
_ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?
Select the appropriate response:
_ Yes
_ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?
Select the appropriate response:
_ Yes
_ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.
Enter your explanation:
Financial Capability
Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.
Has the grant agency undergone an independent audit?
Select the appropriate response:
_ Yes
_ No

Does the organization prepare financial statements at least annually?
Select the appropriate response:
_ Yes
_ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?
Select the appropriate response:

_ Yes
_ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.
Enter your explanation:
Budgetary Controls
Grant agencies should establish a system to track expenditures against budget and / or funded amounts.
Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?
_ Yes
_ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?
_ Yes
_ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.
Enter your explanation:
Internal Controls
Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.
Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?
Select the appropriate response:
_ Yes
_ No

Is there separation of responsibility in the receipt, payment, and recording of costs?
Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.
Enter your explanation:

Budget Details Information
Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Travel and Training	In-State Incidentals and/or Mileage	Mileage: Number of Cars: 12 x Number of Miles per Car: 77 x Number of Days: 5 x Rate per Mile (.56): $2,580.67 Number of Months in the	$18,064.69	$0.00	$0.00	$0.00	$18,064.69	0

		Grant: 07 Total: $18064.69						
Personnel	Overtime for All Peace Officers	Salary: The Number of Personnel: 12 x Number of O/T Hours per Person per day: 5 x Number of Days: 4 x Number of Months in the Grant Period: 7 Total: 61935.30	$61,935.31	$0.00	$0.00	$0.00	$61,935.31	100

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
$0.00	$0.00	$0.00	$0.00	$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Personnel	$61,935.31	$0.00	$0.00	$0.00	$61,935.31
Travel and Training	$18,064.69	$0.00	$0.00	$0.00	$18,064.69

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$80,000.00	$0.00	$0.00	$0.00	$80,000.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
Overtime: Grantees must upload a copy of the overtime policy approved by its governing board. This policy will be considered the official policy for grant purposes and must be used throughout the grant period. The policy must: 1) clearly describe how overtime will be calculated; 2) be consistent with the agency's overtime policy; and 3) treat grant-paid personnel the same as non-grant paid personnel. OOG will monitor overtime expenditures based on this policy. OOG will release the Condition of Funding once OOG approves the overtime policy.	10/21/2015 9:11:55 AM		No	No

You are logged in as **User Name**: RamonGarcia

***** PREVIEW - Statement of Grant Award (SOGA) - PREVIEW *****

The Statement of Grant Award is your official notice of award from the Governor's Homeland Security Grants Division (HSGD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Texas Government Code, Chapter 783, Uniform Grant and Contract Management; and the Texas Uniform Grant Management Standards (UGMS) that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a subrecipient, the more restrictive requirement applies. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grantee Responsibilities Memo, the Comprehensive Certifications and Assurance Form, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2998901	**Award Amount:**	$80,000.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	**Grantee Cash Match:**	$0.00
Grant Period:	10/01/2015 - 08/31/2016	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2016	**Total Project Cost:**	$80,000.00
Program Fund:	BL-Local Border Security Program (LBSP)		
Grantee Name:	Hidalgo County		
Project Title:	Local Border Security Program-Constable PCT3		
Grant Manager:	Debbie Jacaman		
DUNS Number:	103110834		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2016-BP-ST-0016
Total Federal Award/State Funds Appropriated:	$5,100,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	Grants for local law enforcement agencies to support Operation Border Star. The grant funds may also support the humane processing of remains of undocumented migrants, when specifically awarded for that purpose.

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
Costs for vehicle fuel are allowable only for the hours officers are working on grant-paid overtime. Vehicle maintenance costs must be prorated to show the use of vehicles for regular law enforcement duties and the use of vehicles while officers are working grant-paid overtime patrols. Only actual vehicle expenses supported by invoiced gas, oil, and maintenance expenses may be reimbursed under this grant. Please retain all receipts and be prepared to make available upon request.	11/6/2015		☐	☐

GOVERNOR GREG ABBOTT

To: HSGD Grant Recipient
From: Aimee Snoddy, Director Homeland Security Grants Division
Contact: (512) 463-1919
Reference: Subrecipient Responsibilities

Congratulations on your grant award from Governor Greg Abbott's Homeland Security Grants Division (HSGD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at https://eGrants.gov.texas.gov.

SECTION I: APPLICABLE TO ALL HSGD SUBRECIPIENTS

Requirements for Grants - Subrecipients shall comply with all applicable federal, state, and local laws and regulations applicable to this Grant including but not limited those noted as standard Comprehensive Certifications and Assurances (See Attachment A); 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Texas Government Code, Chapter 783, Uniform Grant and Contract Management; and the Texas Uniform Grants Management Standards (UGMS) available at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. HSGD reserves the right to add additional responsibilities and requirements, with or without advance notice to subrecipients.

Performance Standards – The subrecipient shall perform all activities entered into eGrants which are approved by HSGD. In the event the subrecipient fails to implement the activities approved by HSGD or comply with any provision of this Grant, the subrecipient may be liable to HSGD for an amount not to exceed the award amount and may be prohibited from applying for or receiving additional funds for other grant programs administered by the Governor's Office until repayment to HSGD is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant.

Performance Period - The performance period for this Grant is listed on the Statement of Grant Award. All goods must be obligated and all services must be received within the performance period. HSGD will not be obligated to reimburse expenses incurred after the performance period.

Liquidation Period - The liquidation date is 90 calendar days after the grant end date, unless otherwise noted in the original grant award or a grant adjustment. Funds **not** obligated by the end of the grant period and **not** expended by the liquidation date will revert to HSGD.

Financial Reporting – Financial Status Reports must be submitted to HSGD via eGrants. Financial status reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter regardless of when the Grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to HSGD on or before the grant liquidation date or funds will lapse and HSGD will provide them as grants to others who need the funding.

Close Out – HSGD will close-out the grant award when it determines that all applicable administrative actions and all required work of the Grant have been completed by the subrecipient.

- The subrecipient must submit all financial, performance, and other reports as required by the terms and conditions of the grant award. Submission of the final Financial Status Report will initiate grant close out with HSGD.
- The subrecipient must promptly refund any balances of unobligated cash that the HSGD paid in advance or paid and that are not authorized to be retained by the subrecipient for use in other projects.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports or through Advance Payment Requests. Upon HSGD approval of the Financial Status Report or Advance Payment Request, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income (GPI) – Any income generated as a direct result of the grant activities must be reported to HSGD through the Financial Status Report and grant adjustment processes. Program income must be used to offset project costs unless prior approval is granted allowing a supplement to project costs. Program income must be expended prior to seeking payments from HSGD and must be accounted and used for the purposes of the grant activities as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by HSGD.

Project Changes – Subrecipients may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Property Management and Inventory - Equipment purchased with grant funds must be used for the purpose of the Grant and as approved by HSGD. An inventory report must be kept on file

containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

- At least every two (2) years, subrecipients must take a physical inventory and reconcile the results with property records.
- Subrecipients must maintain property/inventory records which, at minimum, 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.
- Subrecipients must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.
- The subrecipient must account for any real and personal property acquired with grant funds or received from the Federal Government in accordance with 2 C.F.R. 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the subrecipient, according to the requirements listed herein, and provided to HSGD upon request, if applicable.
- When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA or HSGD, you must make proper disposition of the equipment pursuant to 2 C.F.R. 200.313 and/or the Uniform Grant Management Standards (UGMS), as applicable.

Fidelity Bond – Each nonprofit corporation receiving funds from HSGD must obtain and have on file a blanket fidelity bond that indemnifies HSGD against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the HSGD grant period.

Required Notifications – Subrecipients must immediately notify HSGD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Subrecipients must notify the local prosecutor's office of any possible criminal violations. Subrecipients must immediately notify HSGD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the subrecipient must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to HSGD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a subrecipient based on race, color, national origin, sex, age, or handicap, the subrecipient agrees to immediately forward a copy of the judgment or order to HSGD.

Project Effectiveness – Subrecipients should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Subrecipients must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Subrecipients must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by HSGD, or its designee. To remain eligible for funding, the subrecipient must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Subrecipients must readily make available to the Governor's Office or its agents all requested records. The Governor's Office may make unannounced monitoring visits at any time. The subrecipient must make every effort to resolve all issues, findings, or actions identified within the time frame specified by the Governor's Office.

For Fiscal Years Beginning Before December 26, 2014 Subrecipients expending over $500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at http://www.whitehouse.gov/omb/circulars/index.html and the State Single Audit Circular issued under UGMS at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. Subrecipients must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the subrecipient receives the audit results or nine months after the end of the audit period, whichever is earlier.

For Fiscal Years Beginning On or After December 26, 2014 Subrecipients expending over $750,000 in state or federal grant funds during the fiscal year are subject to 2 CFR, Part 200, Subpart F – Audit Requirements http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl and the State Single Audit Circular issued under UGMS at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. Subrecipients must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with 2 CFR, Part 200, Subpart F – Audit Requirements or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the Subrecipient receives the audit results or nine months after the end of the audit period, whichever is earlier

Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the Grant, and civil or criminal penalties. Refer to the Guide to Grants at https://eGrants.gov.texas.gov/updates.aspx for additional information on supplanting.

Conflict of Interest – Subrecipients should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Subrecipients must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods.

- When contractual or equipment procurement is anticipated to be in excess of $150,000, subrecipients must submit a Procurement Questionnaire https://eGrants.gov.texas.gov/updates.aspx to HSGD for approval prior to procurement. Subrecipients must ensure these contracts address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
- When contractual or equipment procurement is anticipated to be in excess of $10,000, subrecipients must address termination for cause and for convenience by the subrecipient including the manner by which it will be effected and the basis for settlement.
- Prior to contracting with any vendor or subawardee using funds awarded under this Grant, subrecipients must 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/.

Travel – Subrecipients must follow their established policies and good fiscal stewardship related to travel expenses. If the subrecipient does not have established policies regarding in-state and out-of-state travel, the subrecipient must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from HSGD must comply with all requirements for uniform crime reporting and must ensure that prompt reporting will remain current throughout the grant period.

Criminal History Reporting - Entities receiving funds from HSGD must comply with all requirements outlined in the Texas Code of Criminal Procedure, Ch. 60, related to maintaining and reporting criminal history records.

Limited English Proficiency – Subrecipients must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at http://www.lep.gov.

Law Enforcement Programs – Law enforcement programs receiving funds from HSGD must be in compliance with all rules developed by the Texas Commission on Law Enforcement.

Automated License Plate Readers - Subrecipients requesting funds for Automated License Plate Readers (ALPR) must have a written policy regarding use of the ALPR and related data

retention. Subrecipients also must enter into a User Agreement with the Texas Department of Public Safety (DPS), Crime Records Division to gain access to the Texas Automated License Plate Reader (LPR) Database so that data may be shared among all participating local, state, and federal agencies. DPS Crime Records Division will provide written certification of your jurisdiction's participation upon request. Please provide HSGD with a copy of the certification received from DPS Crime Records Division.

28 C.F.R. Part 23 Guidance - Any information technology system funded or supported by these funds must comply with 28 C.F.R. Part 23, *Criminal Intelligence Systems Operating Policies.*

National Information Exchange Model (NIEM) – Subrecipients must use the latest NIEM specifications and guidelines regarding the use of Extensible Markup Language (XML) when using HSGP funds to develop, procure, or implement homeland security information exchanges including systems and databases. Further information about NIEM specifications and guidelines is available at http://www.niem.gov.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the HSGD approved budget, the subrecipient agency has an overtime policy approved by its governing body, and both grant-paid and non-grant paid personnel are treated the same with regards to the application of overtime policy(ies). In addition, in no case is dual compensation allowable. That is, an employee of a subrecipient agency may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a single period of time, even though such work may benefit both activities. Overtime payments issued outside of these guidelines are the responsibility of the subrecipient agency.

Cancellation for Awards - Subrecipients must take reasonable steps to commence project activities upon receiving notice of a grant award:

Commencement Within 60 Days. If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the subrecipient must report by letter to HSGD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

Commencement Within 90 Days. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the subrecipient must submit a second statement to HSGD explaining the implementation delay. Upon receipt of the 90-day letter, HSGD may cancel the project and redistribute the funds to other project areas. HSGD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Subrecipients must immediately notify and provide a copy to HSGD of any Public Information Request received by the agency related to this Grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant funds may not be used to influence the payment, loan, or gift to a person or political organization for a political purpose, or to influence the passage or defeat of legislation.
- Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.
- Subrecipients must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Retention and Accessibility of Records - Subrecipients must maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant 2 CFR 200.333, UGMS, and this Grant.

- Subrecipients must retain these records and any supporting documentation for a minimum of seven (7) 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 related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.
- DHS or HSGD may direct a subrecipient to retain documents for longer periods of time or to transfer certain records to DHS or HSGD custody when DHS or HSGD determines that the records possess long term retention value.
- Subrecipients must give the DHS, the Comptroller General of the United States, the Texas State Auditor's Office, HSGD, 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 subrecipient pertaining to this Grant including records concerning the past use of grant funds. Such rights to access shall continue as long as the records are maintained.

- Subrecipients must include the substance of this Section in all subcontracts.
- Subrecipients must 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.

SECTION II: APPLICABLE TO ALL FEDERALLY FUNDED SUBRECIPIENTS

Federal Notice of Funding Opportunity - All allocations and use of funds under this Grant shall be in accordance with the applicable federal Notice of Funding Opportunity (NOFO) for the Federal Grant Title specified on this Grant.

Acknowledgement of Federal Funding from DHS – All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing project programs funded in whole or in part with Federal funds from the U.S. Department of Homeland Security (DHS).

Emergency Management Plan - During the performance period of this Grant, subrecipients must maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or 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 subrecipient's plan, the subrecipient shall correct deficiencies within 60 calendar days of receiving notice of such deficiencies from TDEM.

Mutual Aid Agreement – During the performance period of this Grant the subrecipient must participate in a legally-adopted county and/or regional mutual aid agreement.

National Incident Management System (NIMS) – During the performance period of this Grant, the subrecipient must implement the NIMS in a manner consistent with the NIMS Implementation Objectives outlined by FEMA at http://www.fema.gov/national-incident-management-system.

Texas Regional Response Network (TRRN) – Subrecipients must be registered users of the TRRN (or other response asset inventory management system specified by HSGD) and shall enter any deployable equipment with a cost of $5,000 or more, purchased with Homeland Security Grant funds into the TRRN (https://www.trrn.state.tx.us).

Environmental and Historical Review – Subrecipients must assess federally funded projects for potential impact to environmental resources and historic properties and submit any required screening form(s) as soon as possible within the deadlines established by HSGD. 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.

Subrecipients must include sufficient review time 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 HSGD will not authorize or release grant funds for non-compliant projects.

- As soon as possible upon receiving this Grant, the subrecipient must provide information to HSGD 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 HSGD 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. Subrecipients must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances. See FEMA Information Bulletin 329.
- Subrecipients 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. Subrecipients 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. The subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered the subrecipient must immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Management and Administration - If this Grant includes funds for management and administration (M&A), the subrecipient must comply with all applicable requirements and limitations with respect to M&A. The subrecipient's M&A shall not exceed 5% of their total project(s).

Personnel Cap - Up to fifty percent (50%) of all federal Homeland Security Grant Program (HSGP) awards 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. Subrecipients 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 HSGD at eGrants@gov.texas.gov. Requests for waivers shall be submitted on official subrecipient letterhead and be signed by the subrecipient's authorized official. Waivers shall contain the information required on page 9 of the FEMA Information Bulletin 379.

SECTION III: APPLICABLE TO FEDERALLY FUNDED OPSG SUBRECIPIENTS:

Subrecipients receiving Operation Stonegarden (OPSG) funds are 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/OPSG Program Office for final review/approval. Official notification of approval will be sent by FEMA via email to HSGD and CBP/BP HQ in Washington, D.C.

- Subrecipients shall develop and submit required operational documents through the border area's Integrated Planning Team.
- Subrecipients 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 the grant performance period.
- Subrecipients intending to spend more than 50 percent of their award on overtime over the course of the performance period, must submit an overtime waiver request through the Integrated Planning Team.
- Subrecipients shall develop and submit Operations Orders for Tactical operational periods to achieve the strategic objectives of the campaign plan.
- Subrecipients shall only initiate tactical operations after the specific Operations Order(s) are approved through the Border Patrol Headquarters and by FEMA, and HSGD has issued an Award or Grant Adjustment Notice (GAN) to the jurisdiction.

SECTION IV: REMEDIES FOR NON-COMPLIANCE

If any subrecipient 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, HSGD may take one or more of the following actions, as appropriate in the circumstances:

- Temporarily withhold cash payments pending correction of the deficiency or more severe enforcement action by HSGD;
- Disallow or deny use of funds for all or part of the cost of the activity or action not in compliance;
- Wholly or partially suspend or terminate this Grant;
- Withhold further awards; or
- Take other remedies that may be legally available.

Subrecipient costs resulting from obligations incurred during a suspension or after termination of this Grant are not allowable unless HSGD expressly authorizes them in the notice of suspension or termination or subsequently.

GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://eGrants.gov.texas.gov and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Subrecipient Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer HSGD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

Aimee Snoddy

Aimee Snoddy
Director
Homeland Security Grants Division

DATE: December 29, 2015

2016
Appropriation

DEPARTMENT HEAD: Constable Pct 3 - Constable Gallardo

DEPARTMENT NAME: Constable Precinct No. 3

ACCOUNT NUMBER: 6-1284-421-00-293-080-6-XXX

Contact Person: Raquel Ramos **Ph#:** 956-206-7031

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
6-1284-421-00-293-080-6-131	CONST PCT3 LBSP-OVERTIME PAY	50,795.79
6-1284-421-00-293-080-6-220	CONST PCT3 LBSP-FICA	3,885.88
6-1284-421-00-293-080-6-230	CONST PCT3 LBSP-RETIREMENT	5,364.04
6-1284-421-00-293-080-6-250	CONST PCT3 LBSP-UNEMPLOYMENT COMP	1,584.83
6-1284-421-00-293-080-6-260	CONST PCT3 LBSP-WORKERS COMP	304.77
6-1284-421-00-293-080-6-581	CONST PCT3 LBSP-TRAVEL IN COUNTY	18,064.69
6-1284-334-10-293-080-6-000	CONST PCT3 LBSP-REVENUES	80,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**80,000.00**

REASON: TO APPROPRIATE FUNDS FOR THE FY16 LBSP GRANT AWARDED TO THE CONSTABLE PCT NO. 3 OFFICE BY THE OFFICE OF THE GOVERNOR'S HOMELAND SECURITY GRANTS DIVISION (HSGD) FOR OVERTIME/FRINGE/MIL EXPENDITURES. GRANT PERIOD EFFECTIVE 10-1-2015 TO 08-31-2016. (GRANT AWARD NO. 2998901).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

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

December 30, 2015

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, 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 office of the governor's homeland security grants division (HSGD). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$80,000.00	Local Border Security Program (LBSP FY2016) Award No. 2998901

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

1/4/16
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY 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-52690 **Constables** **13. C.**

CC - REGULAR

Meeting Date: 01/05/2016

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. 3 - LBSP FY16 (1284)
1. Authorization and approval to accept the Local Border Security Program (LBSP) FY16 Grant Award No: 2998901.
2. Authorization for County Judge, as authorized official, to electronically sign grant award form and related documents.
3. Authorization to pay overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues, as certified by the County Auditor, for the Local Border Security Program FY 2016 (LBSP-16)
5. Approval to appropriate the budget for LBSP-16 grant award in the amount of $80,000.00.

BACKGROUND

1. Authorization to apply for LBSP-16 (AI-51299) approved by Commissioners' Court on 9/15/15.
2. Grant Award Number: 2998901
3. Grant Period: October 1, 2015 to August 31, 2016.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1284-421-00-293-080-6-XXX

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

BUDGETARY IMPACT:

County fiscal/calendar year: 6
Grant fiscal year: 16
Account fiscal year: 6
Grant period: October 1, 2015 through August 31, 2016

Expenditure Account: 6-1284-421-00-293-080-6-XXX
Revenue Account: 6-1284-334-10-293-080-6-000 Const Pct. 3 LBSP-Revenues

No matching funds required. The LBSP grant will only cover Overtime, FICA, Retirement, Unemployment Compensation, and Workers Comp fringe benefits. All other

fringe benefits will be charged to the Constable Pct. 3's general fund account (6-1100-421-00-293-001-0-XXX)

Attachments

Financial Cost Estimate
Grant Summary
SOGA
memo
letter
Budget appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/21/2015 03:47 PM
Manuel Chapa	Manuel Chapa	12/29/2015 04:02 PM
Auditor's Office		
Purchasing Department		
Form Started By: Raquel Ramos		Started On: 12/15/2015 03:13 PM

Hector Sandoval

From: Raquel Ramos [raquel.ramos@co.hidalgo.tx.us[
Sent: Tuesday, December 15, 2015 3:54 PM
To: Hector Sandoval
Subject: COR LBSP16

Good Afternoon Hector,

I need to request a certification of revenues for grant monies that will be received in the amount $80,000.00 for the Local Border Security Program Grant Number 2998901. The agenda item number is 52690 and will be presented to Commissioner's Court on Tuesday, January 5, 2016. If you have any questions, please feel free to contact my office. Thank you in advance.

Raquel V. Ramos
Administrative Assistant IV
Hidalgo County Constable Pct. 3 Dept.
Ph: 956-581-6800
Fax: 956-519-4245
raquel.ramos@co.hidalgo.tx.us

GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://eGrants.gov.texas.gov and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Subrecipient Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer HSGD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

Aimee Snoddy
Director
Homeland Security Grants Division

***** PREVIEW - Statement of Grant Award (SOGA) - PREVIEW *****

The Statement of Grant Award is your official notice of award from the Governor's Homeland Security Grants Division (HSGD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Texas Government Code, Chapter 783, Uniform Grant and Contract Management; and the Texas Uniform Grant Management Standards (UGMS) that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a subrecipient, the more restrictive requirement applies. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grantee Responsibilities Memo, the Comprehensive Certifications and Assurance Form, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2998901	**Award Amount:**	$80,000.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	**Grantee Cash Match:**	$0.00
Grant Period:	10/01/2015 - 08/31/2016	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2016	**Total Project Cost:**	$80,000.00
Program Fund:	BL-Local Border Security Program (LBSP)		
Grantee Name:	Hidalgo County		
Project Title:	Local Border Security Program-Constable PCT3		
Grant Manager:	Debbie Jacaman		
DUNS Number:	103110834		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2016-BP-ST-0016
Total Federal Award/State Funds Appropriated:	$5,100,000.00
Pass Thru Entity Name:	Texas Office of the Governor -- Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	Grants for local law enforcement agencies to support Operation Border Star. The grant funds may also support the humane processing of remains of undocumented migrants, when specifically awarded for that purpose.

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
Costs for vehicle fuel are allowable only for the hours officers are working on grant-paid overtime. Vehicle maintenance costs must be prorated to show the use of vehicles for regular law enforcement duties and the use of vehicles while officers are working grant-paid overtime patrols. Only actual vehicle expenses supported by invoiced gas, oil, and maintenance expenses may be reimbursed under this grant. Please retain all receipts and be prepared to make available upon request.	11/6/2015		☐	☐

Snapshot Description: Application - Preliminary Review Responses Submitted by Applicant
Created: 10/30/2015 10:14:28 AM

Agency Name: Hidalgo County
Grant/App: 2998901 **Start Date:** 10/1/2015 **End Date:** 8/31/2016

Project Title: Local Border Security Program-Constable PCT3
Status: Pending OOG Review

Eligibility Information
Your organization's Texas Payee/Taxpayer ID Number:
17460007176041

Application Eligibility Certify:
Created on:9/14/2015 3:29:26 PM By:Dan Broyles

Profile Information
Applicant Agency Name: Hidalgo County
Project Title: Local Border Security Program-Constable PCT3
Division or Unit to Administer the Project: Hidalgo County Pct 3 Constable Department
Address Line 1: 730 North Breyfogle STE B
Address Line 2:
City/State/Zip: Mission Texas 78574-1914
Start Date: 10/1/2015
End Date: 8/31/2016

Regional Council of Goverments(COG) within the Project's Impact Area: Lower Rio Grande Valley Development Council
Headquarter County: Hidalgo
Counties within Project's Impact Area: Hidalgo

Grant Officials:
Authorized Official
User Name: Ramon Garcia
Email: ramon.garcia@co.hidalgo.tx.us
Address 1: 302 W. University
Address 1:
City: Edinburg, Texas 78539
Phone: 956-318-2600 Other Phone:
Fax: 956-318-2699
Title: Mr.
Salutation: Judge
Position: Hidalgo County Judge

Project Director
User Name: Larry Gallardo
Email: larry.gallardo@co.hidalgo.tx.us
Address 1: 730 North Breyfogle
Address 1:
City: Mission, Texas 78574
Phone: 956-581-6800 Other Phone:
Fax: 956-519-4245
Title: Mr.

Salutation: Constable
Position: Constable

Financial Official
User Name: Ray Eufracio
Email: ray.eufracio@auditor.co.hidalgo.tx.us
Address 1: 2808 S. Business Hwy 281
Address 1:
City: Edinburg, Texas 78539
Phone: 956-318-2511 Other Phone: 956-318-2535
Fax: 956-318-2577
Title: Mr.
Salutation: Mr.
Position: County Auditor

Grant Writer
User Name: Dan Broyles
Email: dan.broyles@co.hidalgo.tx.us
Address 1: 730 North Breyfogle Road Ste B
Address 1:
City: Mission, Texas 78574
Phone: 956-581-6800 Other Phone: 956-212-3858
Fax: 956-519-4245
Title: Mr.
Salutation: Sergeant
Position: Sergeant

Grant Vendor Information
Organization Type: County
Organization Option: applying to provide homeland security services
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460007176041
Data Universal Numbering System (DUNS): 103110834

Narrative Information
Primary Mission and Purpose

The purpose of the program is to sustain interagency law enforcement operations and enhance local law enforcement patrols in an effort to deter and facilitate directed actions to interdict criminal activity. Program participants shall assist in the execution of coordinated border security operations in an effort to:

- Increase the effectiveness and impact of Steady State and Surge Operations.
- Reduce border-related criminal activity in Texas.
- Implement and increase the effectiveness of operational methods, measures, and techniques for outbound/southbound operations.
- Decrease the supply of drugs smuggled into and through Texas from Mexico.
- Disrupt and deter operations of gang and cartel criminal organizations.
- Decrease specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
- Decrease use of specific areas for crime as targeted in directed action missions.
- Increase the effectiveness of air operations mission planning and prioritization.
- Increase the coordination and integration of air-ground team operations to include Texas Military Forces (TMF) aviation, United States Customs and Border Patrol (USCBP) Air and Marine, TXDPS Aircraft Division, and United States Coast Guard (USCG) aviation support.
- Increase the effectiveness of directed action missions based upon intelligence and analysis to ensure they target the most serious threats and are conducted in high pay off areas.
- Increase the number and quality of analytical intelligence products developed at the Unified Command and state levels.
- Increase intelligence based operations at the Unified Command level through integration of TxMap, sector specific information, and intelligence analysis.

Funding Levels
The anticipated funding levels for these programs are as follows:

- Minimum Award - $10,000
- Maximum Award – None
- The program does not require a grantee to provide matching funds.

For more information regarding grantee match, please click on the **Budget** tab, and then click on the **Source of Match** tab in eGrants.

Note: If you voluntarily include matching funds that exceed the minimum match requirement, you will be held to that amount throughout the grant period.
Program Requirements

Coordination with Regional Joint Operations Intelligence Center (JOIC)
Grantees must agree to perform the following activities:

- Conduct Steady State operations and respond to calls for service.
- Conduct enhanced law enforcement patrolling activities.
- Conduct surveillance, interdictions, investigations, and collect and disseminate information within its jurisdiction or cross-jurisdiction lines as required.
- Recognize and react to information/intelligence to adjust times and locations of enhanced patrol activities.
- Report significant border related events that occur during each 24-hour period.
- Identify significant border related trends or areas of interest that may be developed into focus areas for future operations.
- Integrate air, ground, marine, and remote operations.
- Participate in operational planning and coordination meetings, information/intelligence sharing meetings, and After Action Reviews (AARs) established by the JOIC.
- Participate weekly on the JOIC Unified Command conference calls or meetings as required by the JOIC.
- Submit Daily Border Incident Assessment Reports (BIAR) to the JOIC. The BIAR is the primary incident and information-reporting tool for the Grantee in local border security operations. The grantee shall ensure all BIARs conform to the respective standards outlined by the JOIC and are submitted within the timeframes established by the JOIC. The grantee shall report all activities that are considered Steady State activities in addition to Enhanced Operation activities to the JOIC. Steady State activities are defined as normal patrol or investigative duties that do not use grant funds, but directly impact the overall LBSP mission (organized crime arrests, terroristic activities, weapons trafficking arrests, kidnappings, home invasions with a border or organized crime nexus, illegal immigration, border related murders, gang related murders, or drug trafficking). Enhanced (Surge) Operations originate out of the use of LBSP funds when the local agency chooses to increase the hours of patrol or investigative bodies.

Eligibility Requirements
Uniform Crime Reporting - Applicant assures that if it operates a law enforcement agency, the agency is current and has been current in reporting required Part 1 violent crime data for three previous years to the Texas Department of Public Safety and will continue reporting throughout the grant period.

Criminal History Reporting - Entities receiving funds from HSGD must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 60*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

DUNS - Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency.

System for Award Management - Eligible applicants must be registered in the federal System for Award Management (SAM) database and maintain an active registration throughout the grant period.

Program Income
Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income to HSGD through a formal grant adjustment and to secure HSGD approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after HSGD's approval of a grant adjustment and prior to requesting reimbursement of HSGD funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless HSGD authorizes otherwise. Program income shall be used to reduce the HSGD award and grantee match rather than to increase the funds committed to the project. Exceptions to the deduction method must be approved by the HSGD Director.

Note: Program income must be spent on project expenses before expending OOG grant funds. Program income is subject to the same statutes, rules, regulations, and guidelines applicable to the use of the OOG-funded portion of the grant.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).
Certification
Each applicant agency will certify to the specific criteria detailed above under the **Narrative** tab to be eligible for funding under the **Local Border Security Program** solicitation.
X I certify to all of the above eligibility requirements.

Problem Statement:
Please provide a detailed account in the Problem Statement section of the existing issues your project will target.
Enter your problem statement:
Anzaldua's Park is part of the Hidalgo County Pct 3 Park System. The southern border of the Park is the Rio Grande River. The Park has become a targeted area for human / drug smuggling and other criminal activities, thus creating an unsafe environment for citizens and patrons of the Park.. Criminal Organizations based in Mexico operate on the south side of the river in plain view with no fear of repercussions or criminal enforcement. Additional Criminal Organizations based within Hidalgo County Pct 3 facilitate the criminal activities either by providing intelligence on law enforcement activities and / or providing transport to designated locations commonly known as a "Stash House".. Undocumented Aliens (U/As) from foreign countries are apprehended within the Park on a daily basis. The northwestern AOR border of Hidalgo Pct 3 and Starr County has been historically designated as source location of human / drug smuggling and other criminal activities. There are numerous common corridors in the populated areas, but also include numerous isolated corridors in the rural ranch land areas. Criminal Organizations based within Hidalgo County Pct 3 facilitate the transportation of U/As and drugs.

Supporting Data:
Provide as much supporting data, to include baseline statistics and the sources of your data, which are pertinent to where the grant project is located and/or targeted. Do not use statewide data for a local problem or national data for a statewide problem.
Enter your supporting data:
During the 2015 LBSP Operation, The Hidalgo County Pct 3 Constable Department has turned over to Federal Authorities, 627 individuals of foreign countries. This office has turned over to Federal Authorities, an additional 210 during non-grant operations. The information has been submitted with BIAR to the RGV JOIC. This office also maintains separate statistical data.

Community Plan:
For projects that have a local or regional impact target area, provide information regarding the community plan need (s) that your project willl address.
Enter your community planning needs:

Goal Statement:
Provide a brief description of the overall goals and objectives for this project.
Enter a description for the overall goals and objectives:
The Hidalgo County Pct 3 Constable Department will actively conduct Steady State, Enhanced and Directed law enforcement patrol activities. The Pct 3 Constable will dedicate patrol deputies to the area of responsibility (AOR) which includes but is not limited to: • Approximately 25 miles of US / Mexico border separated by the Rio Grande River. • Anzaldua's Park (Hidalgo County Park System) which has been a targeted area for human / drug smuggling and criminal activities. The Texas DPS Marine units and Texas Military Forces are currently launching from the park. • The western AOR border of Hidalgo / Starr County, which has been historically designated as source location of human / drug smuggling and other criminal activities. There are numerous common corridors in the populated areas, but also include numerous isolated corridors in the rural ranch land areas. The Pct 3 Constable Dept. will also: • Coordinate / Participate with additional law enforcement agencies pertaining to Directed Action / Surge Operations, and Initiatives. • Conduct periodic outbound inspections in conjunction with US Customs and Border Protection (CBP) at Port of Entry (POE) within AOR. • Respond to service calls of border violence. • Implement operational areas based on intelligence reports decimated by the RGV JOIC • Submit regular intelligence / after action reports (BIARs) to the RGV JOIC

Cooperative Working Agreement (CWA):
When a grantee intends to carry out a grant project through cooperating or participating with one or more outside organizations, the grantee must obtain authorized approval signatures on the cooperative working agreement (CWA) from each participating organization. Grantees must maintain on file a signed copy of all cooperative working agreements, and they must submit to CJD a list of each participating organization and a description of the purpose of each CWA. Cooperative working agreements do not involve an exchange of funds.

For this project, provide the name of the participating organization(s) and a brief description of the purpose(s) for the CWA(s). You should only provide information here that this project's successful operation is contingent on for the named service or participation from the outside organization.

Note: A **Sample CWA** is available here for your convenience.
Enter your cooperating working agreement(s):

Continuation Projects:
For continuation projects only, if your current or previous year's project is NOT on schedule in accomplishing the stated objectives, briefly describe the major obstacles preventing your organization from successfully reaching the project objectives as stated within your previous grant application. (Data may be calculated on a pro-rated basis depending on how long the current or previous year's project has been operating.)
Enter your current grant's progress:

Project Summary:
Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.
Enter your summary statement for this project:
The Hidalgo County Pct 3 Constable Department is responsible for Anzaldua's Park which is part of the Hidalgo County Pct 3 Park System. Because of its close proximity Rio Grande River, the Park has become a targeted area for human / drug smuggling and other criminal activities. It has created an unsecure environment for citizens and patrons of the Park. The Hidalgo County Pct 3 Constable Department will actively conduct Steady State, Enhanced and Directed law enforcement patrol activities to identify, interdict and disrupt Criminal Organizations based in Mexico. The Hidalgo County Pct 3 Constable Department will also gather intelligence on the Criminal Organizations. The Park is only a small portion of the approx. 25 miles of International Border within the designated AOR. The Hidalgo County Pct 3 Constable Department will also actively conduct Steady State, Enhanced and Directed law enforcement patrol to the western AOR border of Hidalgo / Starr County, which has been historically designated as source location of human / drug smuggling and other criminal activities. There are numerous common

smuggling corridors in the populated areas, but also include numerous isolated smuggling corridors in the rural AOR ranch land areas. The Pct 3 Constable Dept. will also: • Coordinate / Participate with additional law enforcement agencies pertaining to Directed Action / Surge Operations, and Initiatives. • Conduct periodic outbound inspections in conjunction with US Customs and Border Protection (CBP) at Port of Entry (POE) within AOR. • Respond to service calls of border violence. • Implement operational areas based on intelligence reports decimated by the RGV JOIC • Submit regular intelligence / after action reports (BIARs) to the RGV JOIC

Project Activities Information
Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Enhanced Patrol	100.00	Deputy Constables will conduct enhanced patrol in the designated egress and ingress areas within Hidalgo County Pct 3. Deputy Constables activities will be, but not limited to: Investigative techniques to identify, disrupt, dismantle and apprehend potential criminal human and contraband smuggling organizations, Apprehend criminal elements from entering the US illegally and Intervene in border related violence.

Geographic Area:
Hidalgo County Precinct 3

Target Audience:
Criminal elements (of all ages) posing a potential threat to border security and the safety of residents residing within Hidalgo County Precinct 3.

Gender:
Male and Female

Ages:
all ages

Special Characteristics:
No special characteristics

Measures Information
Reserved
This section left intentionally blank.
Objective Output Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Number of weapons seized.	1	0
Number of cash seizures estimated to result from activities of grant paid officers supporting the border initiative.	0	0
Number of miles patrolled by grant-funded officers.	16962	20000
Number of traffic citations issued by grant-funded officers.	52	0
Number of Border Incident Assessment Reports submitted to a Regional Joint Operations Intelligence Center.	172	0

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL

Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
Cash value of forfeitures attributed to grant paid officers supporting the border initiative.	0	0
Number of felony arrests made by grant paid officers supporting the border initiative.	4	0
Number of forfeitures (cash and other assets) attributed to grant paid officers supporting the border initiative.	0	0
Number of gangs targeted in the border initiative.	0	0
Number of hours of overtime of grant paid officers supporting the border initiative.	1751	2880
Number of misdemeanor arrests made by grant paid officers supporting the border initiative.	4	0
Number of total felony arrests by all peace officers at the grantee agency.	9	0
Number of total hours of overtime the law enforcement agency paid to peace officers regardless of the source of funding.	2591	4092
Number of total misdemeanor arrests by all peace officers at the grantee agency.	6	0
Number of hours of overtime of law enforcement support personnel (i.e. dispatchers or jailers) supporting the border initiative.	0	0
Number of detentions made by grant paid officers for referral to federal officials.	627	0
Number of total detentions made by all peace officers for referral to federal officials regardless of the source of funding.	837	0

Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL

Certification and Assurances
Each applicant must click on this link to review the standard Certification and Assurances.
Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to HSGD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update HSGD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to HSGD.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will grant funds be used to support any contracts for professional services?

Select the Appropriate Response:

_ Yes

X No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds 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 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?

Note: Pursuant to Texas Government Code §556.005, a political subdivision or private entity that receives state funds may not use the funds to pay a person required to register as a lobbyist or for lobbying expenses. A political subdivision or private entity that violates this provision is not eligible to receive additional state funds.

Select the Appropriate Response:

_ Yes

X No

_ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds 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 in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Response

_ Yes

X No

_ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

1/1/2015

Enter the End Date [mm/dd/yyyy]:

12/31/2015

Sources of Financial Support
Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:
Enter the amount ($) of Federal Grant Funds:
0
Enter the amount ($) of State Grant Funds:
0
Single Audit
Select the appropriate response below based on the Fiscal Year Begin Date as entered above:

For Fiscal Years Beginning Before December 26, 2014
Applicants who expend less than $500,000 in federal grant funding or less than $500,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a HSGD grant. However, HSGD may require a limited scope audit as defined in OMB Circular A-133.

Has the applicant agency expended federal grant funding of $500,000 or more, or state grant funding of $500,000 or more during the most recently completed fiscal year?

OR

For Fiscal Years Beginning On or After December 26, 2014
Applicants who expend less than $750,000 in federal grant funding or less than $750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a HSGD grant. However, HSGD may require a limited scope audit as defined in CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of $750,000 or more, or state grant funding of $750,000 or more during the most recently completed fiscal year?
_ Yes
X No

Applicant agencies that selected Yes above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133; or CFR Part 200, Subpart F - Audit Requirements.
Enter the date of your last annual single audit:
12/31/2014
Debarment
Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;

- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or

- 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 the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

X I Certify
_ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.
Enter the debarment justification:

Fiscal Capability Information
Organizational Information
Enter the Year in which the Corporation was Founded:
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:
Enter the Employer Identification Number Assigned by the IRS:
Enter the Charter Number assigned by the Texas Secretary of State:
Accounting System
The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.
Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts).
Select the appropriate response:
_ Yes
_ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?
Select the appropriate response:
_ Yes
_ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?
Select the appropriate response:
_ Yes
_ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.
Enter your explanation:
Financial Capability
Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.
Has the grant agency undergone an independent audit?
Select the appropriate response:
_ Yes
_ No

Does the organization prepare financial statements at least annually?
Select the appropriate response:
_ Yes
_ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?
Select the appropriate response:

_ Yes
_ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.
Enter your explanation:
Budgetary Controls
Grant agencies should establish a system to track expenditures against budget and / or funded amounts.
Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?
_ Yes
_ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?
_ Yes
_ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.
Enter your explanation:
Internal Controls
Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.
Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?
Select the appropriate response:
_ Yes
_ No

Is there separation of responsibility in the receipt, payment, and recording of costs?
Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.
Enter your explanation:

Budget Details Information
Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Travel and Training	In-State Incidentals and/or Mileage	Mileage: Number of Cars: 12 x Number of Miles per Car: 77 x Number of Days: 5 x Rate per Mile (.56): $2,580.67 Number of Months in the	$18,064.69	$0.00	$0.00	$0.00	$18,064.69	0

		Grant: 07 Total: $18064.69						
Personnel	Overtime for All Peace Officers	Salary: The Number of Personnel: 12 x Number of O/T Hours per Person per day: 5 x Number of Days: 4 x Number of Months in the Grant Period: 7 Total: 61935.30	$61,935.31	$0.00	$0.00	$0.00	$61,935.31	100

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
$0.00	$0.00	$0.00	$0.00	$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Personnel	$61,935.31	$0.00	$0.00	$0.00	$61,935.31
Travel and Training	$18,064.69	$0.00	$0.00	$0.00	$18,064.69

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$80,000.00	$0.00	$0.00	$0.00	$80,000.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
Overtime: Grantees must upload a copy of the overtime policy approved by its governing board. This policy will be considered the official policy for grant purposes and must be used throughout the grant period. The policy must: 1) clearly describe how overtime will be calculated; 2) be consistent with the agency's overtime policy; and 3) treat grant-paid personnel the same as non-grant paid personnel. OOG will monitor overtime expenditures based on this policy. OOG will release the Condition of Funding once OOG approves the overtime policy.	10/21/2015 9:11:55 AM		No	No

You are logged in as **User Name:** RamonGarcia

GOVERNOR GREG ABBOTT

To: HSGD Grant Recipient
From: Aimee Snoddy, Director Homeland Security Grants Division
Contact: (512) 463-1919
Reference: Subrecipient Responsibilities

Congratulations on your grant award from Governor Greg Abbott's Homeland Security Grants Division (HSGD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at https://eGrants.gov.texas.gov.

SECTION I: APPLICABLE TO ALL HSGD SUBRECIPIENTS

Requirements for Grants - Subrecipients shall comply with all applicable federal, state, and local laws and regulations applicable to this Grant including but not limited those noted as standard Comprehensive Certifications and Assurances (See Attachment A); 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Texas Government Code, Chapter 783, Uniform Grant and Contract Management; and the Texas Uniform Grants Management Standards (UGMS) available at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. HSGD reserves the right to add additional responsibilities and requirements, with or without advance notice to subrecipients.

Performance Standards – The subrecipient shall perform all activities entered into eGrants which are approved by HSGD. In the event the subrecipient fails to implement the activities approved by HSGD or comply with any provision of this Grant, the subrecipient may be liable to HSGD for an amount not to exceed the award amount and may be prohibited from applying for or receiving additional funds for other grant programs administered by the Governor's Office until repayment to HSGD is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant.

Performance Period - The performance period for this Grant is listed on the Statement of Grant Award. All goods must be obligated and all services must be received within the performance period. HSGD will not be obligated to reimburse expenses incurred after the performance period.

Liquidation Period - The liquidation date is 90 calendar days after the grant end date, unless otherwise noted in the original grant award or a grant adjustment. Funds **not** obligated by the end of the grant period and **not** expended by the liquidation date will revert to HSGD.

Financial Reporting – Financial Status Reports must be submitted to HSGD via eGrants. Financial status reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter regardless of when the Grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to HSGD on or before the grant liquidation date or funds will lapse and HSGD will provide them as grants to others who need the funding.

Close Out – HSGD will close-out the grant award when it determines that all applicable administrative actions and all required work of the Grant have been completed by the subrecipient.

- The subrecipient must submit all financial, performance, and other reports as required by the terms and conditions of the grant award. Submission of the final Financial Status Report will initiate grant close out with HSGD.
- The subrecipient must promptly refund any balances of unobligated cash that the HSGD paid in advance or paid and that are not authorized to be retained by the subrecipient for use in other projects.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports or through Advance Payment Requests. Upon HSGD approval of the Financial Status Report or Advance Payment Request, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income (GPI) – Any income generated as a direct result of the grant activities must be reported to HSGD through the Financial Status Report and grant adjustment processes. Program income must be used to offset project costs unless prior approval is granted allowing a supplement to project costs. Program income must be expended prior to seeking payments from HSGD and must be accounted and used for the purposes of the grant activities as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by HSGD.

Project Changes – Subrecipients may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Property Management and Inventory - Equipment purchased with grant funds must be used for the purpose of the Grant and as approved by HSGD. An inventory report must be kept on file

containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

- At least every two (2) years, subrecipients must take a physical inventory and reconcile the results with property records.
- Subrecipients must maintain property/inventory records which, at minimum, 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.
- Subrecipients must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.
- The subrecipient must account for any real and personal property acquired with grant funds or received from the Federal Government in accordance with 2 C.F.R. 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the subrecipient, according to the requirements listed herein, and provided to HSGD upon request, if applicable.
- When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA or HSGD, you must make proper disposition of the equipment pursuant to 2 C.F.R. 200.313 and/or the Uniform Grant Management Standards (UGMS), as applicable.

Fidelity Bond – Each nonprofit corporation receiving funds from HSGD must obtain and have on file a blanket fidelity bond that indemnifies HSGD against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the HSGD grant period.

Required Notifications – Subrecipients must immediately notify HSGD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Subrecipients must notify the local prosecutor's office of any possible criminal violations. Subrecipients must immediately notify HSGD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the subrecipient must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to HSGD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a subrecipient based on race, color, national origin, sex, age, or handicap, the subrecipient agrees to immediately forward a copy of the judgment or order to HSGD.

Project Effectiveness – Subrecipients should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Subrecipients must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Subrecipients must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by HSGD, or its designee. To remain eligible for funding, the subrecipient must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Subrecipients must readily make available to the Governor's Office or its agents all requested records. The Governor's Office may make unannounced monitoring visits at any time. The subrecipient must make every effort to resolve all issues, findings, or actions identified within the time frame specified by the Governor's Office.

For Fiscal Years Beginning Before December 26, 2014 Subrecipients expending over $500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at http://www.whitehouse.gov/omb/circulars/index.html and the State Single Audit Circular issued under UGMS at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. Subrecipients must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the subrecipient receives the audit results or nine months after the end of the audit period, whichever is earlier.

For Fiscal Years Beginning On or After December 26, 2014 Subrecipients expending over $750,000 in state or federal grant funds during the fiscal year are subject to 2 CFR, Part 200, Subpart F – Audit Requirements http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl and the State Single Audit Circular issued under UGMS at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. Subrecipients must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with 2 CFR, Part 200, Subpart F – Audit Requirements or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the Subrecipient receives the audit results or nine months after the end of the audit period, whichever is earlier

Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the Grant, and civil or criminal penalties. Refer to the Guide to Grants at https://eGrants.gov.texas.gov/updates.aspx for additional information on supplanting.

Conflict of Interest – Subrecipients should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Subrecipients must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods.

- When contractual or equipment procurement is anticipated to be in excess of $150,000, subrecipients must submit a Procurement Questionnaire https://eGrants.gov.texas.gov/updates.aspx to HSGD for approval prior to procurement. Subrecipients must ensure these contracts address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
- When contractual or equipment procurement is anticipated to be in excess of $10,000, subrecipients must address termination for cause and for convenience by the subrecipient including the manner by which it will be effected and the basis for settlement.
- Prior to contracting with any vendor or subawardee using funds awarded under this Grant, subrecipients must 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/.

Travel – Subrecipients must follow their established policies and good fiscal stewardship related to travel expenses. If the subrecipient does not have established policies regarding in-state and out-of-state travel, the subrecipient must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from HSGD must comply with all requirements for uniform crime reporting and must ensure that prompt reporting will remain current throughout the grant period.

Criminal History Reporting - Entities receiving funds from HSGD must comply with all requirements outlined in the Texas Code of Criminal Procedure, Ch. 60, related to maintaining and reporting criminal history records.

Limited English Proficiency – Subrecipients must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at http://www.lep.gov.

Law Enforcement Programs – Law enforcement programs receiving funds from HSGD must be in compliance with all rules developed by the Texas Commission on Law Enforcement.

Automated License Plate Readers - Subrecipients requesting funds for Automated License Plate Readers (ALPR) must have a written policy regarding use of the ALPR and related data

retention. Subrecipients also must enter into a User Agreement with the Texas Department of Public Safety (DPS), Crime Records Division to gain access to the Texas Automated License Plate Reader (LPR) Database so that data may be shared among all participating local, state, and federal agencies. DPS Crime Records Division will provide written certification of your jurisdiction's participation upon request. Please provide HSGD with a copy of the certification received from DPS Crime Records Division.

28 C.F.R. Part 23 Guidance - Any information technology system funded or supported by these funds must comply with 28 C.F.R. Part 23, *Criminal Intelligence Systems Operating Policies*.

National Information Exchange Model (NIEM) – Subrecipients must use the latest NIEM specifications and guidelines regarding the use of Extensible Markup Language (XML) when using HSGP funds to develop, procure, or implement homeland security information exchanges including systems and databases. Further information about NIEM specifications and guidelines is available at http://www.niem.gov.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the HSGD approved budget, the subrecipient agency has an overtime policy approved by its governing body, and both grant-paid and non-grant paid personnel are treated the same with regards to the application of overtime policy(ies). In addition, in no case is dual compensation allowable. That is, an employee of a subrecipient agency may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a single period of time, even though such work may benefit both activities. Overtime payments issued outside of these guidelines are the responsibility of the subrecipient agency.

Cancellation for Awards - Subrecipients must take reasonable steps to commence project activities upon receiving notice of a grant award:

Commencement Within 60 Days. If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the subrecipient must report by letter to HSGD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

Commencement Within 90 Days. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the subrecipient must submit a second statement to HSGD explaining the implementation delay. Upon receipt of the 90-day letter, HSGD may cancel the project and redistribute the funds to other project areas. HSGD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Subrecipients must immediately notify and provide a copy to HSGD of any Public Information Request received by the agency related to this Grant award.

Probibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant funds may not be used to influence the payment, loan, or gift to a person or political organization for a political purpose, or to influence the passage or defeat of legislation.
- Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.
- Subrecipients must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Retention and Accessibility of Records - Subrecipients must maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant 2 CFR 200.333, UGMS, and this Grant.

- Subrecipients must retain these records and any supporting documentation for a minimum of seven (7) 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 related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.
- DHS or HSGD may direct a subrecipient to retain documents for longer periods of time or to transfer certain records to DHS or HSGD custody when DHS or HSGD determines that the records possess long term retention value.
- Subrecipients must give the DHS, the Comptroller General of the United States, the Texas State Auditor's Office, HSGD, 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 subrecipient pertaining to this Grant including records concerning the past use of grant funds. Such rights to access shall continue as long as the records are maintained.

- Subrecipients must include the substance of this Section in all subcontracts.
- Subrecipients must 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.

SECTION II: APPLICABLE TO ALL FEDERALLY FUNDED SUBRECIPIENTS

Federal Notice of Funding Opportunity - All allocations and use of funds under this Grant shall be in accordance with the applicable federal Notice of Funding Opportunity (NOFO) for the Federal Grant Title specified on this Grant.

Acknowledgement of Federal Funding from DHS – All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing project programs funded in whole or in part with Federal funds from the U.S. Department of Homeland Security (DHS).

Emergency Management Plan - During the performance period of this Grant, subrecipients must maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or 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 subrecipient's plan, the subrecipient shall correct deficiencies within 60 calendar days of receiving notice of such deficiencies from TDEM.

Mutual Aid Agreement – During the performance period of this Grant the subrecipient must participate in a legally-adopted county and/or regional mutual aid agreement.

National Incident Management System (NIMS) – During the performance period of this Grant, the subrecipient must implement the NIMS in a manner consistent with the NIMS Implementation Objectives outlined by FEMA at http://www.fema.gov/national-incident-management-system.

Texas Regional Response Network (TRRN) – Subrecipients must be registered users of the TRRN (or other response asset inventory management system specified by HSGD) and shall enter any deployable equipment with a cost of $5,000 or more, purchased with Homeland Security Grant funds into the TRRN (https://www.trrn.state.tx.us).

Environmental and Historical Review – Subrecipients must assess federally funded projects for potential impact to environmental resources and historic properties and submit any required screening form(s) as soon as possible within the deadlines established by HSGD. 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.

Subrecipients must include sufficient review time 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 HSGD will not authorize or release grant funds for non-compliant projects.

- As soon as possible upon receiving this Grant, the subrecipient must provide information to HSGD 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 HSGD 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. Subrecipients must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances. See FEMA Information Bulletin 329.
- Subrecipients 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. Subrecipients 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. The subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered the subrecipient must immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Management and Administration - If this Grant includes funds for management and administration (M&A), the subrecipient must comply with all applicable requirements and limitations with respect to M&A. The subrecipient's M&A shall not exceed 5% of their total project(s).

Personnel Cap - Up to fifty percent (50%) of all federal Homeland Security Grant Program (HSGP) awards 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. Subrecipients 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 HSGD at eGrants@gov.texas.gov. Requests for waivers shall be submitted on official subrecipient letterhead and be signed by the subrecipient's authorized official. Waivers shall contain the information required on page 9 of the FEMA Information Bulletin 379.

SECTION III: APPLICABLE TO FEDERALLY FUNDED OPSG SUBRECIPIENTS:

Subrecipients receiving Operation Stonegarden (OPSG) funds are 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/OPSG Program Office for final review/approval. Official notification of approval will be sent by FEMA via email to HSGD and CBP/BP HQ in Washington, D.C.

- Subrecipients shall develop and submit required operational documents through the border area's Integrated Planning Team.
- Subrecipients 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 the grant performance period.
- Subrecipients intending to spend more than 50 percent of their award on overtime over the course of the performance period, must submit an overtime waiver request through the Integrated Planning Team.
- Subrecipients shall develop and submit Operations Orders for Tactical operational periods to achieve the strategic objectives of the campaign plan.
- Subrecipients shall only initiate tactical operations after the specific Operations Order(s) are approved through the Border Patrol Headquarters and by FEMA, and HSGD has issued an Award or Grant Adjustment Notice (GAN) to the jurisdiction.

SECTION IV: REMEDIES FOR NON-COMPLIANCE

If any subrecipient 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, HSGD may take one or more of the following actions, as appropriate in the circumstances:

- Temporarily withhold cash payments pending correction of the deficiency or more severe enforcement action by HSGD;
- Disallow or deny use of funds for all or part of the cost of the activity or action not in compliance;
- Wholly or partially suspend or terminate this Grant;
- Withhold further awards; or
- Take other remedies that may be legally available.

Subrecipient costs resulting from obligations incurred during a suspension or after termination of this Grant are not allowable unless HSGD expressly authorizes them in the notice of suspension or termination or subsequently.

DATE: December 29, 2015

2016
Appropriation

DEPARTMENT HEAD: Constable Pct 3 - Constable Gallardo

DEPARTMENT NAME: Constable Precinct No. 3

ACCOUNT NUMBER: 6-1284-421-00-293-080-6-XXX

Contact Person: Raquel Ramos Ph# 956-206-7031

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
6-1284-421-00-293-080-6-131	CONST PCT3 LBSP-OVERTIME PAY	50,795.79
6-1284-421-00-293-080-6-220	CONST PCT3 LBSP-FICA	3,885.88
6-1284-421-00-293-080-6-230	CONST PCT3 LBSP-RETIREMENT	5,364.04
6-1284-421-00-293-080-6-250	CONST PCT3 LBSP-UNEMPLOYMENT COMP	1,584.83
6-1284-421-00-293-080-6-260	CONST PCT3 LBSP-WORKERS COMP	304.77
6-1284-421-00-293-080-6-581	CONST PCT3 LBSP-TRAVEL IN COUNTY	18,064.69
6-1284-334-10-293-080-6-000	CONST PCT3 LBSP-REVENUES	80,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**80,000.00**

REASON: TO APPROPRIATE FUNDS FOR THE FY16 LBSP GRANT AWARDED TO THE CONSTABLE PCT NO. 3 OFFICE BY THE OFFICE OF THE GOVERNOR'S HOMELAND SECURITY GRANTS DIVISION (HSGD) FOR OVERTIME/FRINGE/MIL EXPENDITURES. GRANT PERIOD EFFECTIVE 10-1-2015 TO 08-31-2016. (GRANT AWARD NO. 2998901).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-52722 Constables 8. D.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted For: Horaldo Sanchez, CONSTABLE PCT. #4

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct. 4 - LBSP FY16 (1284):
1. Authorization and approval to accept the Local Border Security Program FY2016 Grant (LBSP-16).
2. Authorization for County Judge, as authorized official, to electronically sign grant award form and related documents.
3. Authorization to pay overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues, as certified by the County Auditor, for the Local Border Security Program FY2016 (LBSP-16).
5. Approval to appropriate the budget for LBSP FY16 grant award in the amount of $65,000.00.

BACKGROUND

1. Authorization to apply for LBSP FY16 (AI#51197) approved by Commissioners' Court on 09/15/15.
2. Grant Number: 2998401
3. Grant Period: 10/01/2015 - 08/31/2016.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1284-421-00-294-080-6-XXX

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

BUDGETARY IMPACT:

County Fiscal/Calendar Year: 6
Grant Fiscal Year: 16
Account Fiscal Year: 6
Grant period: October 1, 2015 through August 31, 2016

Expenditure Account: 6-1284-421-00-294-080-6-XXX
Revenue Account: 6-1284-334-10-294-080-6-000 Const Pct. 4 LBSP-Revenues

No matching funds required. The LBSP grant will only cover Overtime, FICA, Retirement, Unemployment Compensation, and Workers Comp fringe benefits. All other fringe benefits will be charged to the Constable Pct. 4's general fund account (6-1100-421-00-294-001-0-XXX).

Attachments

Grant Award

Congress Letter

Appropriation

Certifications and assurances

subrecipient responsabilities

COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/21/2015 04:04 PM
Manuel Chapa	Manuel Chapa	12/29/2015 04:46 PM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Nayla Munoz Started On: 12/18/2015 01:54 PM

Final Approval Date: 01/01/2016

*** PREVIEW - Statement of Grant Award (SOGA) - PREVIEW ***

The Statement of Grant Award is your official notice of award from the Governor's Homeland Security Grants Division (HSGD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Texas Government Code, Chapter 783, Uniform Grant and Contract Management; and the Texas Uniform Grant Management Standards (UGMS) that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a subrecipient, the more restrictive requirement applies. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grantee Responsibilities Memo, the Comprehensive Certifications and Assurance Form, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2998401	**Award Amount:**	$65,000.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	**Grantee Cash Match:**	$0.00
Grant Period:	10/01/2015 - 08/31/2016	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2016	**Total Project Cost:**	$65,000.00
Program Fund:	BL-Local Border Security Program (LBSP)		
Grantee Name:	Hidalgo County		
Project Title:	Local Border Security Program-Constable PCT4		
Grant Manager:	Debbie Jacaman		
DUNS Number:	103110834		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2016-BP-ST-0016
Total Federal Award/State Funds Appropriated:	$5,100,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	Grants for local law enforcement agencies to support Operation Border Star. The grant funds may also support the humane processing of remains of undocumented migrants, when specifically awarded for that purpose.

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
Costs for vehicle fuel are allowable only for the hours officers are working on grant-paid overtime. Vehicle maintenance costs must be prorated to show the use of vehicles for regular law enforcement duties and the use of vehicles while officers are working grant-paid overtime patrols. Only actual vehicle expenses supported by invoiced gas, oil, and maintenance expenses may be reimbursed under this grant. Please retain all receipts and be prepared to make	11/5/2015		☐	☐

available upon request.				

GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://eGrants.gov.texas.gov and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Subrecipient Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer HSGD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

Aimee Snoddy
Director
Homeland Security Grants Division

DATE: December 29, 2015

2016
Appropriation

DEPARTMENT HEAD: Constable Atanacio "J.R." Gaitan

DEPARTMENT NAME: Constable Precinct No. 4

ACCOUNT NUMBER: 6-1284-421-00-294-080-6-XXX

Contact Person: Horaldo Sanchez **Ph#:** 956-383-8560

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
6-1284-421-00-294-080-6-131	CONST PCT4 LBSP-OVERTIME PAY	47,047.49
6-1284-421-00-294-080-6-220	CONST PCT4 LBSP-FICA	3,599.14
6-1284-421-00-294-080-6-230	CONST PCT4 LBSP-RETIREMENT	4,968.21
6-1284-421-00-294-080-6-250	CONST PCT4 LBSP-UNEMPLOYMENT COMP	282.28
6-1284-421-00-294-080-6-260	CONST PCT4 LBSP-WORKERS COMP	1,467.88
6-1284-421-00-294-080-6-581	CONST PCT4 LBSP-TRAVEL IN COUNTY	7,635.00
6-1284-334-10-294-080-6-000	CONST PCT4 LBSP-REVENUES	65,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**65,000.00**

REASON: TO APPROPRIATE FUNDS FOR THE FY16 LBSP GRANT AWARDED TO THE CONSTABLE PCT NO. 4 OFFICE BY THE OFFICE OF THE GOVERNOR'S HOMELAND SECURITY GRANTS DIVISION (HSGD) FOR OVERTIME/FRINGE/MIL EXPENDITURES. GRANT PERIOD EFFECTIVE 10-1-2015 TO 08-31-2016. (GRANT AWARD NO. 2998401).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

COMPREHENSIVE CERTIFICATION AND ASSURANCES

The applicant must assure and certify compliance with any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, 2 CFR 200; the Uniform Grant Management Standards (UGMS); and Title 1, Part 1, Chapter 3 of the Texas Administrative Code, that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a subrecipient, the more restrictive requirement applies. ***By accepting the grant award in eGrants, the subrecipient certifies and assures that it complies and will continue to comply with the following:***

1. **LEGAL AUTHORITY** - It possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required. State agencies are not required to adopt a resolution.
2. **DISPLACED PERSONS** - It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions (42 USC §§ 4601 - 4655) which provide for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
3. **POLITICAL ACTIVITY** – It will comply with provisions of Federal law which limit certain political activities of employees of State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC § 1501, et seq.)
4. **FAIR LABOR STANDARDS ACT** - It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 USC §§ 201 - 219) if applicable.
5. **CONFLICT OF INTEREST** - It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. It will comply with Texas Government Code, Section 572, Employment of Former State Officer or Employee of State Agency.
6. **COMPLIANCE REVIEW OR INVESTIGATIONS** – It will cooperate with any compliance review or complaint investigation conducted by the Federal sponsoring agency or the Office of the Governor.
7. **EXAMINATION OF RECORDS** - It will give the sponsoring agency, the Office of the Governor, the State Auditor's Office, or the Comptroller General, through any authorized representative, access to and the right to audit, examine and copy all records, books, papers, or documents related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through subrecipient and the requirement to cooperate is included in any subcontract it awards related to this grant.
8. **REPORTING** – It will submit timely, complete, and accurate reports to the Federal sponsoring agency or Office of the Governor and maintain appropriate backup documentation to support the reports.
9. **COMPLIANCE WITH REQUIREMENTS** - It will comply with all requirements imposed by the Federal sponsoring agency, the Office of the Governor, or the Comptroller General, concerning special requirements of law, program requirements, special reporting, data collection, evaluation requirements, and other administrative requirements.
10. **EPA VIOLATING FACILITIES** - It will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of the project, are not listed in the Environmental Protection Agency's (EPAs) 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.
11. **FLOOD INSURANCE** - It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act (50 USC § 4001), which states that, on or after March 2, 1975, communities must purchase flood insurance, where such insurance is available in those communities. This requirement is a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that had been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
12. **HISTORIC PRESERVATION** - It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 (16 USC § 470), Executive Order 11593 (identification and protection of historic properties), Archeological and Historical Preservation Act of 1974 (16 USC § 469a-1, et seq.), by (a) consulting with the State Historic Preservation Officer (SHPO) on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
13. **NATIONAL ENVIRONMENTAL POLICY ACT** – It will assist the federal grantor agency in its compliance with the National Environmental Policy Act of 1969 (P.L. 91-190, 42 USC 4321-4347, January 1, 1970, 83 Stat. 852) as amended by P.L. 94-52, July 3, 1975, 89 Stat. 258, and P.L. 94-83, August 9, 1975, 89 Stat. 424), by (a) identifying if any of the following activities will be related to the use of grant funds: (1) new construction; (2) minor renovation or remodeling of a property either listed on or eligible for listing on the National Register of Historic Places or located within a 100-year flood plain; (3) a renovation, lease or any proposed use of a building or facility that will either result in a change in its basic prior use or significantly change its size; and (4) implementation of a new program involving the use of chemicals other than chemicals that are purchased as an incidental component of a funded activity and traditionally used, for example, in office, household, recreational, or education environments; and (b) by complying with the following conditions relating to

clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories: (1) provide medical screening of personnel assigned or to be assigned by the subrecipient to the seizure or closure of clandestine methamphetamine laboratories; (2) provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories; (3) as determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment; (4) assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory; (5) utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory; (6) dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities; (7) monitor the transport, disposal, and recycling components of subsections numbered (5) and (6), immediately above, in order to ensure proper compliance; (8) have in place and/or implement any required written agreements with the Texas Department of Protective and Regulatory Services regarding the safety of any minors located at the clandestine laboratory site, the Texas Commission for Environmental Quality, and other entities deemed necessary by the State Administrative Agency.

14. **NONDISCRIMINATION** –
    A. It will comply with all State and Federal statutes relating to nondiscrimination and ensure, in accordance with federal civil rights laws, that the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
    B. It will comply, and all its contractors will comply, with the nondiscrimination requirements which may include the Civil Rights Act of 1964 (42 USC § 2000d); the Civil Rights Act of 1968 (42 USC § 3601 et seq.); the Rehabilitation Act of 1973 (29 USC § 794); the Americans With Disabilities Act (ADA) of 1990 (42 USC § 12131-34); the Education Amendments of 1972 (USC §§ 1681, 1683, 1685-86); Title IX of the Education Amendments of 1972 (Equal Employment in Education Act) (20 USC § 1681 et seq.); the Age Discrimination Act of 1975 (42 USC §§ 6101-07); Titles I, II and III of the Americans with Disabilities Act; the Drug Abuse and Treatment Act of 1972 (PL 92-255); the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (PL 91-616); Sections 523 and 527 of the Public Health Service Act of 1912 (42 USC §§ 290dd-3 and 290ee-3); and 28 CFR 38 (Equal Treatment for Faith-Based Organizations); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations) and Ex. Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations).
    C. If, during the past three years, the subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the subrecipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the U.S. Department of Homeland Security (DHS) awarding office and the DHS Office of Civil Rights and Civil Liberties.
    D. In the event of 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 the subrecipient, or the subrecipient settles a case or matter alleging such discrimination, subrecipients must forward a copy of the complaint and findings to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
15. **LIMITED ENGLISH PROFICIENCY**- It will comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, subrecipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a subrecipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.
16. **ACTIVITIES CONDUCTED ABROAD** – It will ensure 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.
17. **PERSONALLY IDENTIFIABLE INFORMATION (PII)** – If subrecipient collects PII it will have a publically-available privacy policy that describes what PII it collects, how it uses the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate.
18. **COPYRIGHT** – It will affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, 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.)
19. **DEBARMENT AND SUSPENSION** – It will comply with Executive Orders 12549 and 12689 that requires "a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)", in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties

declared ineligible under statutory or regulatory authority other than Executive Order 12549. The subrecipient certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

20. **DUPLICATION OF BENEFITS** – It will comply with 2 CFR 200.405, which provides that any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.
21. **ENERGY POLICY AND CONSERVATION ACT** – It will comply with the requirements of 42 USC § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this act.
22. **FALSE CLAIMS ACT AND PROGRAM FRAUD CIVIL REMEDIES** – It will comply with the requirements of 31 USC § 3729 which set forth that no subrecipient of federal payments shall submit a false claim for payment. See also 38 USC § 3801-3812 which details the administrative remedies for false claims and statements made.
23. **FEDERAL DEBT STATUS** – It is non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.
24. **FLY AMERICA ACT OF 1974** – It will comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 42 USC § 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 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.
25. **HOTEL AND MOTEL FIRE SAFETY ACT OF 1990** – In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990,* 15 USC § 2225a, it will ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974, as amended,* 15 USC §2225.
26. **PATENTS AND INTELLECTUAL PROPERTY RIGHTS** – Unless otherwise provided by law, subrecipients are subject to the Bayh-Dole Act, PL No 96-517, as amended, and codified in 35 USC § 200 et seq. It will comply with the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 CFR Part 401) and the standard patent rights clause in 37 CFR § 401.14.
27. **PROCUREMENT OF RECOVERED MATERIALS** – It will comply with Section 6002 of the Solid Waste Disposal acts amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the hi9ghest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
28. **SAFECOM** – If emergency communications equipment is provided under the grant, it will comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
29. **TERRORIST FINANCING E.O. 13224** – It will comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of subrecipients to ensure compliance with the E.O. and laws.
30. **TRAFFICKING VICTIMS PROTECTION ACT OF 2000** – It will 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 USC § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, *Federal Register,* Volume 72, No. 218, November 13, 2007. Full text of the award term is provided at 2 CFR § 175.15.
31. **UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)** – It will maintain the currency of the information in the SAM until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 CFR Part 25.
32. **USA PATRIOT ACT OF 2001** – It will 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 USC §§ 175-175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.
33. **USE OF DHS SEAL, LOGO AND FLAGS** – It will obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
34. **WHISTLEBLOWER PROTECTION ACT** – It will comply with the statutory requirements for whistleblower protections (if applicable) at 10 USC 2409, 41 USC 4712, 10 USC 2324, and 41 USC 4304 and 4310.
35. **PROTECTION OF HUMAN SUBJECTS** – It will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that subrecipients comply with applicable provisions/law for the protection of human subjects for purposes of research. It will 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 CFR 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 CFR Part 46.

36. **COASTAL BARRIERS** - It will comply with the provisions of the Coastal Barrier Resources Act (16 USC § 3501, et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
37. **SUPPLANTING PROHIBITION** - It will use funds to supplement existing funds for program activities and may not replace (supplant) non-Federal funds that have been appropriated for the same purpose. The applicant understands that potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this Program, suspension or debarment from Federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.
38. **TAXES** – It will comply with all State and Federal laws and are solely responsible for filing all required State and Federal tax forms.
39. **GRANT ADMINISTRATION** - It will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant, including these standard assurances, are met.
40. **PUBLIC INFORMATION** - It will ensure 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.
41. **CHILD SUPPORT PAYMENTS** – It will comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
42. **SUSPECTED CHILD ABUSE** - It will comply with Section 261.101 of the Texas Family Code, 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. It will also ensure that all program personnel are properly trained and aware of this requirement.
43. **RELATIVES** - It 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.
44. **OPEN MEETINGS** - If the applicant is a governmental entity, it will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically excluded in the Texas Constitution.
45. **HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY** - If the applicant is a health and human services agency or public safety or law enforcement agency, it will not contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
46. **HIV/AIDS WORKPLACE GUIDELINES** – It will 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.
47. **LAW ENFORCEMENT AGENCY** - If the applicant is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, it will not expend any grant funds for this grant unless it is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.
48. **POLITICAL POLLING PROHIBITED** – It will not subgrant to any entity or expend funds for political polling. This prohibition regarding political polling does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.
49. **LIMITATIONS ON GRANTS TO UNITS OF LOCAL GOVERNMENT** - Grant funds may not be expended by 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, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and 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, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and subrecipient 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, which requires subrecipient to make every effort to attain key performance target levels associated with this Grant, 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, which requires that this Grant may only be expended if subrecipient timely completes and files its reports.
50. **EQUAL EMPLOYMENT OPPORTUNITY**- It will comply with the requirement that except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
51. **DAVIS-BACON ACT** – It will comply with the *Davis-Bacon Act*, as amended (40 U.S.C. 3141-3148) that states when required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by subrecipients

must include a provision for compliance with the *Davis-Bacon Act* (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The subrecipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The subrecipient must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the *Copeland "Anti-Kickback" Act* (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The subrecipient must report all suspected or reported violations to the Federal awarding agency.

52. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** - Where applicable, it will comply with the requirement that all contracts awarded by the subrecipient in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
53. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," it will comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
54. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT** – If subrecipient receives grants in excess of $150,000, it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
55. **TEXAS PUBLIC INFORMATION ACT; CONFIDENTIAL INFORMATION** - It acknowledges that the State, OOG, and this grant are subject to the Texas Public Information Act, Texas Government Code Chapter 552, (the "PIA"). Subrecipient acknowledges that the OOG will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. The subrecipient acknowledges that information created or exchanged in connection with this grant is subject to the PIA, and subrecipient agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to the OOG or State. The subrecipient will cooperate with OOG in the production of documents or information responsive to a request for information. Information provided by or on behalf of subrecipient under, pursuant to, or in connection with this grant that the subrecipient considers proprietary, financial, or trade secret information (collectively "Confidential Information") shall be designated as such when it is provided to OOG or State or any other entity in accordance with this grant. OOG agrees to notify subrecipient in writing within a reasonable time from receipt of a request for information covering subrecipient's Confidential Information. OOG will make a determination whether to submit a Public Information Act request to the Attorney General. The subrecipient agrees to maintain the confidentiality of information received from the OOG or State during the performance of this grant, including information which discloses confidential personal information particularly, but not limited to, personally identifying information, personal financial information and social security numbers. Subrecipient will notify OOG within twenty-four (24) hours of receipt of any third party requests for information that was provided to the subrecipient by the OOG or the State.
56. **FUNDING LIMITATION** - It agrees that nothing in this grant will be interpreted to create an obligation or liability of the OOG in excess of the funds delineated in this grant. Subrecipient agrees that funding for this grant is subject to the actual receipt by the OOG of grant funds appropriated to the OOG. Subrecipient agrees that the grant funds, if any, received from the OOG may be limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OOG for the purpose of this grant. Subrecipient agrees that notwithstanding any other provision of this grant, if the OOG is not appropriated the funds or if the OOG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OOG for this grant program are required to be reallocated to fund other federal or state programs or purposes, the OOG is not liable to pay the subrecipient any remaining balance on this grant.
57. **NO WAIVER OF SOVEREIGN IMMUNITY** - It agree that no provision of this grant is in any way intended to constitute a waiver by the OOG, its officers, employees, agents, or contractors or the State of Texas of any immunities from suit or from liability that the OOG or the State of Texas may have by operation of law.
58. **INDEPENDENT CONTRACTOR STATUS** - It agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of subrecipient be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OOG or the State of Texas. Subrecipient is not a "governmental body" by virtue of receipt of grant funds under this Contract. Likewise, the persons identified by subrecipient as meeting the Created Job Target or Baseline are not state employees by virtue of this Contract. All persons furnished, used, retained, or hired by or on behalf of subrecipient or any of subrecipient's contractors shall be

considered to be solely the employees or agents of subrecipient or subrecipient's contractors. Subrecipient or subrecipient's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law. Subrecipient agrees to take such steps as may be necessary to ensure that each contractor of subrecipient will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of the OOG or the State of Texas. Subrecipient is responsible for all types of claims whatsoever due to actions or performance under this Contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties.

59. **GOVERNING LAW; VENUE** –This Contract is made and entered into in the State of Texas. This Contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements. Except where state law establishes mandatory venue, subrecipient agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. Subrecipient hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that subrecipient is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.
60. **COMPLIANCE WITH LICENSING, PERMITTING AND REGULATORY BODIES** - Subrecipient certifies that it has obtained all licenses, certifications, permits and authorizations necessary to perform its obligations under this Contract, without costs to the OOG. Subrecipient shall comply with any applicable federal, state, county, local and municipal laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations, in connection with its obligations under this Contract. Subrecipient certifies that it currently is in good standing with all licensing, permitting or regulatory bodies that regulate any or all aspects of subrecipient's business or operations. Subrecipient agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.
61. **CHAPTER 2260 OF THE TEXAS GOVERNMENT CODE** – Subrecipient agrees the dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by the Parties to attempt to resolve any claim for breach of this Contract made by subrecipient. Subrecipient's claims for breach of this Contract that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, subrecipient shall submit written notice to the OOG's contact. Said notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. Compliance by subrecipient with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code. The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is subrecipient's sole and exclusive process for seeking a remedy for any and all alleged breaches of this Contract by the OOG if the Parties are unable to otherwise informally resolve their disputes. Compliance with the contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. Neither the execution of this Contract by OOG nor any other conduct of any representative of OOG relating to this Contract shall be considered a waiver of sovereign immunity. The submission, processing, and resolution of subrecipient's claim is governed by the OOG's published rules, if any. If no OOG rules have been published, then Title 1, Chapter 155 of the Texas Administrative Code, shall govern.
62. **INDEMNITY AND HOLD HARMLESS -** SUBRECIPIENT AGREES TO INDEMNIFY AND HOLD HARMLESS THE OOG, THE STATE OF TEXAS AND ITS EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS OR SUITS WHATSOEVER, INCLUDING ANY LITIGATION COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN SUBRECIPIENT'S PERFORMANCE UNDER THIS GRANT. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH OOG AND THE OFFICE OF THE ATTORNEY GENERAL WHEN THE OOG, THE STATE OF TEXAS OR ITS EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS AND/OR DESIGNEES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OOG AND THE OFFICE OF THE ATTORNEY GENERAL. SUBRECIPIENT AND THE OOG AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIMS.
63. **DRUG-FREE WORKPLACE** – It will comply with drug-free workplace requirements in Subpart B of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).
64. **LOBBYING** – The applicant certifies that:
    a. It will not use grant 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 approval of the Governor's Office.
    b. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify the Governor's Office to obtain the appropriate disclosure form.
    c. It will comply with 31 USC § 1352, as applicable, which provides that none of the funds provided under an award may be expended by the subrecipient 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,
    d. It will include the language of paragraphs A., B. and C. of this Section in the award documents for all sub-awards at all tiers and will require all subrecipients to certify accordingly.

GOVERNOR GREG ABBOTT

To: HSGD Grant Recipient
From: Aimee Snoddy, Director Homeland Security Grants Division
Contact: (512) 463-1919
Reference: Subrecipient Responsibilities

Congratulations on your grant award from Governor Greg Abbott's Homeland Security Grants Division (HSGD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at https://eGrants.gov.texas.gov.

SECTION I: APPLICABLE TO ALL HSGD SUBRECIPIENTS

Requirements for Grants - Subrecipients shall comply with all applicable federal, state, and local laws and regulations applicable to this Grant including but not limited those noted as standard Comprehensive Certifications and Assurances (See Attachment A); 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Texas Government Code, Chapter 783, Uniform Grant and Contract Management; and the Texas Uniform Grants Management Standards (UGMS) available at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. HSGD reserves the right to add additional responsibilities and requirements, with or without advance notice to subrecipients.

Performance Standards – The subrecipient shall perform all activities entered into eGrants which are approved by HSGD. In the event the subrecipient fails to implement the activities approved by HSGD or comply with any provision of this Grant, the subrecipient may be liable to HSGD for an amount not to exceed the award amount and may be prohibited from applying for or receiving additional funds for other grant programs administered by the Governor's Office until repayment to HSGD is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant.

Performance Period - The performance period for this Grant is listed on the Statement of Grant Award. All goods must be obligated and all services must be received within the performance period. HSGD will not be obligated to reimburse expenses incurred after the performance period.

Liquidation Period - The liquidation date is 90 calendar days after the grant end date, unless otherwise noted in the original grant award or a grant adjustment. Funds **not** obligated by the end of the grant period and **not** expended by the liquidation date will revert to HSGD.

Financial Reporting – Financial Status Reports must be submitted to HSGD via eGrants. Financial status reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter regardless of when the Grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to HSGD on or before the grant liquidation date or funds will lapse and HSGD will provide them as grants to others who need the funding.

Close Out – HSGD will close-out the grant award when it determines that all applicable administrative actions and all required work of the Grant have been completed by the subrecipient.

- The subrecipient must submit all financial, performance, and other reports as required by the terms and conditions of the grant award. Submission of the final Financial Status Report will initiate grant close out with HSGD.
- The subrecipient must promptly refund any balances of unobligated cash that the HSGD paid in advance or paid and that are not authorized to be retained by the subrecipient for use in other projects.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports or through Advance Payment Requests. Upon HSGD approval of the Financial Status Report or Advance Payment Request, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income (GPI) – Any income generated as a direct result of the grant activities must be reported to HSGD through the Financial Status Report and grant adjustment processes. Program income must be used to offset project costs unless prior approval is granted allowing a supplement to project costs. Program income must be expended prior to seeking payments from HSGD and must be accounted and used for the purposes of the grant activities as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by HSGD.

Project Changes – Subrecipients may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Property Management and Inventory - Equipment purchased with grant funds must be used for the purpose of the Grant and as approved by HSGD. An inventory report must be kept on file

containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

- At least every two (2) years, subrecipients must take a physical inventory and reconcile the results with property records.
- Subrecipients must maintain property/inventory records which, at minimum, 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.
- Subrecipients must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.
- The subrecipient must account for any real and personal property acquired with grant funds or received from the Federal Government in accordance with 2 C.F.R. 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the subrecipient, according to the requirements listed herein, and provided to HSGD upon request, if applicable.
- When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA or HSGD, you must make proper disposition of the equipment pursuant to 2 C.F.R. 200.313 and/or the Uniform Grant Management Standards (UGMS), as applicable.

Fidelity Bond – Each nonprofit corporation receiving funds from HSGD must obtain and have on file a blanket fidelity bond that indemnifies HSGD against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the HSGD grant period.

Required Notifications – Subrecipients must immediately notify HSGD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Subrecipients must notify the local prosecutor's office of any possible criminal violations. Subrecipients must immediately notify HSGD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the subrecipient must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to HSGD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a subrecipient based on race, color, national origin, sex, age, or handicap, the subrecipient agrees to immediately forward a copy of the judgment or order to HSGD.

Project Effectiveness – Subrecipients should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Subrecipients must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Subrecipients must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by HSGD, or its designee. To remain eligible for funding, the subrecipient must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Subrecipients must readily make available to the Governor's Office or its agents all requested records. The Governor's Office may make unannounced monitoring visits at any time. The subrecipient must make every effort to resolve all issues, findings, or actions identified within the time frame specified by the Governor's Office.

For Fiscal Years Beginning Before December 26, 2014 Subrecipients expending over $500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at http://www.whitehouse.gov/omb/circulars/index.html and the State Single Audit Circular issued under UGMS at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. Subrecipients must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the subrecipient receives the audit results or nine months after the end of the audit period, whichever is earlier.

For Fiscal Years Beginning On or After December 26, 2014 Subrecipients expending over $750,000 in state or federal grant funds during the fiscal year are subject to 2 CFR, Part 200, Subpart F – Audit Requirements http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl and the State Single Audit Circular issued under UGMS at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. Subrecipients must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with 2 CFR, Part 200, Subpart F – Audit Requirements or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the Subrecipient receives the audit results or nine months after the end of the audit period, whichever is earlier

Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the Grant, and civil or criminal penalties. Refer to the Guide to Grants at https://eGrants.gov.texas.gov/updates.aspx for additional information on supplanting.

Conflict of Interest – Subrecipients should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Subrecipients must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods.

- When contractual or equipment procurement is anticipated to be in excess of $150,000, subrecipients must submit a Procurement Questionnaire https://eGrants.gov.texas.gov/updates.aspx to HSGD for approval prior to procurement. Subrecipients must ensure these contracts address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
- When contractual or equipment procurement is anticipated to be in excess of $10,000, subrecipients must address termination for cause and for convenience by the subrecipient including the manner by which it will be effected and the basis for settlement.
- Prior to contracting with any vendor or subawardee using funds awarded under this Grant, subrecipients must 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/.

Travel – Subrecipients must follow their established policies and good fiscal stewardship related to travel expenses. If the subrecipient does not have established policies regarding in-state and out-of-state travel, the subrecipient must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from HSGD must comply with all requirements for uniform crime reporting and must ensure that prompt reporting will remain current throughout the grant period.

Criminal History Reporting - Entities receiving funds from HSGD must comply with all requirements outlined in the Texas Code of Criminal Procedure, Ch. 60, related to maintaining and reporting criminal history records.

Limited English Proficiency – Subrecipients must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at http://www.lep.gov.

Law Enforcement Programs – Law enforcement programs receiving funds from HSGD must be in compliance with all rules developed by the Texas Commission on Law Enforcement.

Automated License Plate Readers - Subrecipients requesting funds for Automated License Plate Readers (ALPR) must have a written policy regarding use of the ALPR and related data

retention. Subrecipients also must enter into a User Agreement with the Texas Department of Public Safety (DPS), Crime Records Division to gain access to the Texas Automated License Plate Reader (LPR) Database so that data may be shared among all participating local, state, and federal agencies. DPS Crime Records Division will provide written certification of your jurisdiction's participation upon request. Please provide HSGD with a copy of the certification received from DPS Crime Records Division.

28 C.F.R. Part 23 Guidance - Any information technology system funded or supported by these funds must comply with 28 C.F.R. Part 23, *Criminal Intelligence Systems Operating Policies.*

National Information Exchange Model (NIEM) – Subrecipients must use the latest NIEM specifications and guidelines regarding the use of Extensible Markup Language (XML) when using HSGP funds to develop, procure, or implement homeland security information exchanges including systems and databases. Further information about NIEM specifications and guidelines is available at http://www.niem.gov.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the HSGD approved budget, the subrecipient agency has an overtime policy approved by its governing body, and both grant-paid and non-grant paid personnel are treated the same with regards to the application of overtime policy(ies). In addition, in no case is dual compensation allowable. That is, an employee of a subrecipient agency may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a single period of time, even though such work may benefit both activities. Overtime payments issued outside of these guidelines are the responsibility of the subrecipient agency.

Cancellation for Awards - Subrecipients must take reasonable steps to commence project activities upon receiving notice of a grant award:

> **Commencement Within 60 Days.** If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the subrecipient must report by letter to HSGD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.
>
> **Commencement Within 90 Days.** If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the subrecipient must submit a second statement to HSGD explaining the implementation delay. Upon receipt of the 90-day letter, HSGD may cancel the project and redistribute the funds to other project areas. HSGD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Subrecipients must immediately notify and provide a copy to HSGD of any Public Information Request received by the agency related to this Grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant funds may not be used to influence the payment, loan, or gift to a person or political organization for a political purpose, or to influence the passage or defeat of legislation.
- Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.
- Subrecipients must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Retention and Accessibility of Records - Subrecipients must maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant 2 CFR 200.333, UGMS, and this Grant.

- Subrecipients must retain these records and any supporting documentation for a minimum of seven (7) 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 related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.
- DHS or HSGD may direct a subrecipient to retain documents for longer periods of time or to transfer certain records to DHS or HSGD custody when DHS or HSGD determines that the records possess long term retention value.
- Subrecipients must give the DHS, the Comptroller General of the United States, the Texas State Auditor's Office, HSGD, 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 subrecipient pertaining to this Grant including records concerning the past use of grant funds. Such rights to access shall continue as long as the records are maintained.

- Subrecipients must include the substance of this Section in all subcontracts.
- Subrecipients must 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.

SECTION II: APPLICABLE TO ALL FEDERALLY FUNDED SUBRECIPIENTS

Federal Notice of Funding Opportunity - All allocations and use of funds under this Grant shall be in accordance with the applicable federal Notice of Funding Opportunity (NOFO) for the Federal Grant Title specified on this Grant.

Acknowledgement of Federal Funding from DHS – All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing project programs funded in whole or in part with Federal funds from the U.S. Department of Homeland Security (DHS).

Emergency Management Plan - During the performance period of this Grant, subrecipients must maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or 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 subrecipient's plan, the subrecipient shall correct deficiencies within 60 calendar days of receiving notice of such deficiencies from TDEM.

Mutual Aid Agreement – During the performance period of this Grant the subrecipient must participate in a legally-adopted county and/or regional mutual aid agreement.

National Incident Management System (NIMS) – During the performance period of this Grant, the subrecipient must implement the NIMS in a manner consistent with the NIMS Implementation Objectives outlined by FEMA at http://www.fema.gov/national-incident-management-system.

Texas Regional Response Network (TRRN) – Subrecipients must be registered users of the TRRN (or other response asset inventory management system specified by HSGD) and shall enter any deployable equipment with a cost of $5,000 or more, purchased with Homeland Security Grant funds into the TRRN (https://www.trrn.state.tx.us).

Environmental and Historical Review – Subrecipients must assess federally funded projects for potential impact to environmental resources and historic properties and submit any required screening form(s) as soon as possible within the deadlines established by HSGD. 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.

Subrecipients must include sufficient review time 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 HSGD will not authorize or release grant funds for non-compliant projects.

- As soon as possible upon receiving this Grant, the subrecipient must provide information to HSGD 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 HSGD 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. Subrecipients must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances. See FEMA Information Bulletin 329.
- Subrecipients 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. Subrecipients 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. The subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered the subrecipient must immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Management and Administration - If this Grant includes funds for management and administration (M&A), the subrecipient must comply with all applicable requirements and limitations with respect to M&A. The subrecipient's M&A shall not exceed 5% of their total project(s).

Personnel Cap - Up to fifty percent (50%) of all federal Homeland Security Grant Program (HSGP) awards 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. Subrecipients 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 HSGD at eGrants@gov.texas.gov. Requests for waivers shall be submitted on official subrecipient letterhead and be signed by the subrecipient's authorized official. Waivers shall contain the information required on page 9 of the FEMA Information Bulletin 379.

SECTION III: APPLICABLE TO FEDERALLY FUNDED OPSG SUBRECIPIENTS:

Subrecipients receiving Operation Stonegarden (OPSG) funds are 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/OPSG Program Office for final review/approval. Official notification of approval will be sent by FEMA via email to HSGD and CBP/BP HQ in Washington, D.C.

- Subrecipients shall develop and submit required operational documents through the border area's Integrated Planning Team.
- Subrecipients 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 the grant performance period.
- Subrecipients intending to spend more than 50 percent of their award on overtime over the course of the performance period, must submit an overtime waiver request through the Integrated Planning Team.
- Subrecipients shall develop and submit Operations Orders for Tactical operational periods to achieve the strategic objectives of the campaign plan.
- Subrecipients shall only initiate tactical operations after the specific Operations Order(s) are approved through the Border Patrol Headquarters and by FEMA, and HSGD has issued an Award or Grant Adjustment Notice (GAN) to the jurisdiction.

SECTION IV: REMEDIES FOR NON-COMPLIANCE

If any subrecipient 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, HSGD may take one or more of the following actions, as appropriate in the circumstances:

- Temporarily withhold cash payments pending correction of the deficiency or more severe enforcement action by HSGD;
- Disallow or deny use of funds for all or part of the cost of the activity or action not in compliance;
- Wholly or partially suspend or terminate this Grant;
- Withhold further awards; or
- Take other remedies that may be legally available.

Subrecipient costs resulting from obligations incurred during a suspension or after termination of this Grant are not allowable unless HSGD expressly authorizes them in the notice of suspension or termination or subsequently.

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

December 30, 2015

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, 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 office of the governor's homeland security grants division (HSGD). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$65,000.00	Local Border Security Program (LBSP FY2016) Award No. 2998401

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

1/4/16
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY 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-52722 **Constables** **13. D.**

CC - REGULAR

Meeting Date: 01/05/2016

Submitted For: Horaldo Sanchez, CONSTABLE PCT. #4

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct. 4 - LBSP FY16 (1284):
1. Authorization and approval to accept the Local Border Security Program FY2016 Grant (LBSP-16).
2. Authorization for County Judge, as authorized official, to electronically sign grant award form and related documents.
3. Authorization to pay overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues, as certified by the County Auditor, for the Local Border Security Program FY2016 (LBSP-16).
5. Approval to appropriate the budget for LBSP FY16 grant award in the amount of $65,000.00.

BACKGROUND

1. Authorization to apply for LBSP FY16 (AI#51197) approved by Commissioners' Court on 09/15/15.
2. Grant Number: 2998401
3. Grant Period: 10/01/2015 - 08/31/2016.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1284-421-00-294-080-6-XXX

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

BUDGETARY IMPACT:

County Fiscal/Calendar Year: 6
Grant Fiscal Year: 16
Account Fiscal Year: 6
Grant period: October 1, 2015 through August 31, 2016

Expenditure Account: 6-1284-421-00-294-080-6-XXX
Revenue Account: 6-1284-334-10-294-080-6-000 Const Pct. 4 LBSP-Revenues

No matching funds required. The LBSP grant will only cover Overtime, FICA, Retirement, Unemployment Compensation, and Workers Comp fringe benefits. All other

fringe benefits will be charged to the Constable Pct. 4's general fund account (6-1100-421-00-294-001-0-XXX).

Attachments

Grant Award
Congress Letter
Appropriation
Certifications and assurances
subrecipient responsabilities

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/21/2015 04:04 PM
Manuel Chapa	Manuel Chapa	12/29/2015 04:46 PM
Auditor's Office		
Purchasing Department		
Form Started By: Nayla Munoz		Started On: 12/18/2015 01:54 PM

Hector Sandoval

From: Nayla Munoz [nayla.munoz@co.hidalgo.tx.us]
Sent: Tuesday, December 29, 2015 8:42 AM
To: Hector Sandoval
Subject: AI-52722 - LBSP FY16 - Certificaiton of Revenues Request

Good Morning Hector,

Can you please complete a Certification of Revenues for the LBSP FY16 Grant Award No. 2998401.

Agenda Item #48386 is currently scheduled for January 5, 2016.

Should you have any questions or need additional information, feel free to contact me.

Thank you,

Nayla Muñoz
Administrative Assistant III
Hidalgo County Constable Precinct 4
2814 S. Business Highway 281
Edinburg, Texas 78539
T. (956) 383-8560 Ext. 4313
F. (956) 383-8565

From: "Hector Sandoval" <hector.sandoval@auditor.co.hidalgo.tx.us>
To: "Horaldo Sanchez" <horaldo.sanchez@co.hidalgo.tx.us>
Cc: "David Sanchez" <david.sanchez@co.hidalgo.tx.us>, "Nayla Munoz" <nayla.munoz@co.hidalgo.tx.us>
Sent: Monday, December 28, 2015 10:31:01 AM
Subject: AI-52722 LBSP FY16 Appropriation / Certificaiton of Revenues Request

Good morning Chief Sanchez,

Attached is the LBSP FY16 appropriation for Constable Pct. 4. Please attach this document to agenda item #52722 and please email me a certification of revenues request as soon as possible so that I may complete one.

Thank you,

Hector Sandoval
Grant Accountant II
Hidalgo County Auditor's Office
2808 S. Business HWY 281
Edinburg, TX 78539
Phone (956) 318-2511 Ext. 4674
Fax (956) 318-2577
hector.sandoval@auditor.co.hidalgo.tx.us

GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://eGrants.gov.texas.gov and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Subrecipient Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer HSGD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

Aimee Snoddy
Director
Homeland Security Grants Division

*** PREVIEW - Statement of Grant Award (SOGA) - PREVIEW ***

The Statement of Grant Award is your official notice of award from the Governor's Homeland Security Grants Division (HSGD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Texas Government Code, Chapter 783, Uniform Grant and Contract Management; and the Texas Uniform Grant Management Standards (UGMS) that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a subrecipient, the more restrictive requirement applies. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grantee Responsibilities Memo, the Comprehensive Certifications and Assurance Form, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2998401	**Award Amount:**	$65,000.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	**Grantee Cash Match:**	$0.00
Grant Period:	10/01/2015 - 08/31/2016	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2016	**Total Project Cost:**	$65,000.00
Program Fund:	BL-Local Border Security Program (LBSP)		
Grantee Name:	Hidalgo County		
Project Title:	Local Border Security Program-Constable PCT4		
Grant Manager:	Debbie Jacaman		
DUNS Number:	103110834		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2016-BP-ST-0016
Total Federal Award/State Funds Appropriated:	$5,100,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	Grants for local law enforcement agencies to support Operation Border Star. The grant funds may also support the humane processing of remains of undocumented migrants, when specifically awarded for that purpose.

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
Costs for vehicle fuel are allowable only for the hours officers are working on grant-paid overtime. Vehicle maintenance costs must be prorated to show the use of vehicles for regular law enforcement duties and the use of vehicles while officers are working grant-paid overtime patrols. Only actual vehicle expenses supported by invoiced gas, oil, and maintenance expenses may be reimbursed under this grant. Please retain all receipts and be prepared to make	11/5/2015			

available upon request.					

GOVERNOR GREG ABBOTT

To: HSGD Grant Recipient
From: Aimee Snoddy, Director Homeland Security Grants Division
Contact: (512) 463-1919
Reference: Subrecipient Responsibilities

Congratulations on your grant award from Governor Greg Abbott's Homeland Security Grants Division (HSGD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at https://eGrants.gov.texas.gov.

SECTION I: APPLICABLE TO ALL HSGD SUBRECIPIENTS

Requirements for Grants - Subrecipients shall comply with all applicable federal, state, and local laws and regulations applicable to this Grant including but not limited those noted as standard Comprehensive Certifications and Assurances (See Attachment A); 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Texas Government Code, Chapter 783, Uniform Grant and Contract Management; and the Texas Uniform Grants Management Standards (UGMS) available at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. HSGD reserves the right to add additional responsibilities and requirements, with or without advance notice to subrecipients.

Performance Standards – The subrecipient shall perform all activities entered into eGrants which are approved by HSGD. In the event the subrecipient fails to implement the activities approved by HSGD or comply with any provision of this Grant, the subrecipient may be liable to HSGD for an amount not to exceed the award amount and may be prohibited from applying for or receiving additional funds for other grant programs administered by the Governor's Office until repayment to HSGD is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant.

Performance Period - The performance period for this Grant is listed on the Statement of Grant Award. All goods must be obligated and all services must be received within the performance period. HSGD will not be obligated to reimburse expenses incurred after the performance period.

Liquidation Period - The liquidation date is 90 calendar days after the grant end date, unless otherwise noted in the original grant award or a grant adjustment. Funds **not** obligated by the end of the grant period and **not** expended by the liquidation date will revert to HSGD.

Financial Reporting – Financial Status Reports must be submitted to HSGD via eGrants. Financial status reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter regardless of when the Grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to HSGD on or before the grant liquidation date or funds will lapse and HSGD will provide them as grants to others who need the funding.

Close Out – HSGD will close-out the grant award when it determines that all applicable administrative actions and all required work of the Grant have been completed by the subrecipient.

- The subrecipient must submit all financial, performance, and other reports as required by the terms and conditions of the grant award. Submission of the final Financial Status Report will initiate grant close out with HSGD.
- The subrecipient must promptly refund any balances of unobligated cash that the HSGD paid in advance or paid and that are not authorized to be retained by the subrecipient for use in other projects.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports or through Advance Payment Requests. Upon HSGD approval of the Financial Status Report or Advance Payment Request, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income (GPI) – Any income generated as a direct result of the grant activities must be reported to HSGD through the Financial Status Report and grant adjustment processes. Program income must be used to offset project costs unless prior approval is granted allowing a supplement to project costs. Program income must be expended prior to seeking payments from HSGD and must be accounted and used for the purposes of the grant activities as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by HSGD.

Project Changes – Subrecipients may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Property Management and Inventory - Equipment purchased with grant funds must be used for the purpose of the Grant and as approved by HSGD. An inventory report must be kept on file

containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

- At least every two (2) years, subrecipients must take a physical inventory and reconcile the results with property records.
- Subrecipients must maintain property/inventory records which, at minimum, 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.
- Subrecipients must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.
- The subrecipient must account for any real and personal property acquired with grant funds or received from the Federal Government in accordance with 2 C.F.R. 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the subrecipient, according to the requirements listed herein, and provided to HSGD upon request, if applicable.
- When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA or HSGD, you must make proper disposition of the equipment pursuant to 2 C.F.R. 200.313 and/or the Uniform Grant Management Standards (UGMS), as applicable.

Fidelity Bond – Each nonprofit corporation receiving funds from HSGD must obtain and have on file a blanket fidelity bond that indemnifies HSGD against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the HSGD grant period.

Required Notifications – Subrecipients must immediately notify HSGD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Subrecipients must notify the local prosecutor's office of any possible criminal violations. Subrecipients must immediately notify HSGD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the subrecipient must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to HSGD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a subrecipient based on race, color, national origin, sex, age, or handicap, the subrecipient agrees to immediately forward a copy of the judgment or order to HSGD.

Project Effectiveness – Subrecipients should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Subrecipients must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Subrecipients must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by HSGD, or its designee. To remain eligible for funding, the subrecipient must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Subrecipients must readily make available to the Governor's Office or its agents all requested records. The Governor's Office may make unannounced monitoring visits at any time. The subrecipient must make every effort to resolve all issues, findings, or actions identified within the time frame specified by the Governor's Office.

For Fiscal Years Beginning Before December 26, 2014 Subrecipients expending over $500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at http://www.whitehouse.gov/omb/circulars/index.html and the State Single Audit Circular issued under UGMS at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. Subrecipients must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the subrecipient receives the audit results or nine months after the end of the audit period, whichever is earlier.

For Fiscal Years Beginning On or After December 26, 2014 Subrecipients expending over $750,000 in state or federal grant funds during the fiscal year are subject to 2 CFR, Part 200, Subpart F – Audit Requirements http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl and the State Single Audit Circular issued under UGMS at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. Subrecipients must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with 2 CFR, Part 200, Subpart F – Audit Requirements or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the Subrecipient receives the audit results or nine months after the end of the audit period, whichever is earlier

Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the Grant, and civil or criminal penalties. Refer to the Guide to Grants at https://eGrants.gov.texas.gov/updates.aspx for additional information on supplanting.

Conflict of Interest – Subrecipients should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Subrecipients must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods.

- When contractual or equipment procurement is anticipated to be in excess of $150,000, subrecipients must submit a Procurement Questionnaire https://eGrants.gov.texas.gov/updates.aspx to HSGD for approval prior to procurement. Subrecipients must ensure these contracts address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
- When contractual or equipment procurement is anticipated to be in excess of $10,000, subrecipients must address termination for cause and for convenience by the subrecipient including the manner by which it will be effected and the basis for settlement.
- Prior to contracting with any vendor or subawardee using funds awarded under this Grant, subrecipients must 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/.

Travel – Subrecipients must follow their established policies and good fiscal stewardship related to travel expenses. If the subrecipient does not have established policies regarding in-state and out-of-state travel, the subrecipient must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from HSGD must comply with all requirements for uniform crime reporting and must ensure that prompt reporting will remain current throughout the grant period.

Criminal History Reporting - Entities receiving funds from HSGD must comply with all requirements outlined in the Texas Code of Criminal Procedure, Ch. 60, related to maintaining and reporting criminal history records.

Limited English Proficiency – Subrecipients must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at http://www.lep.gov.

Law Enforcement Programs – Law enforcement programs receiving funds from HSGD must be in compliance with all rules developed by the Texas Commission on Law Enforcement.

Automated License Plate Readers - Subrecipients requesting funds for Automated License Plate Readers (ALPR) must have a written policy regarding use of the ALPR and related data

retention. Subrecipients also must enter into a User Agreement with the Texas Department of Public Safety (DPS), Crime Records Division to gain access to the Texas Automated License Plate Reader (LPR) Database so that data may be shared among all participating local, state, and federal agencies. DPS Crime Records Division will provide written certification of your jurisdiction's participation upon request. Please provide HSGD with a copy of the certification received from DPS Crime Records Division.

28 C.F.R. Part 23 Guidance - Any information technology system funded or supported by these funds must comply with 28 C.F.R. Part 23, *Criminal Intelligence Systems Operating Policies.*

National Information Exchange Model (NIEM) – Subrecipients must use the latest NIEM specifications and guidelines regarding the use of Extensible Markup Language (XML) when using HSGP funds to develop, procure, or implement homeland security information exchanges including systems and databases. Further information about NIEM specifications and guidelines is available at http://www.niem.gov.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the HSGD approved budget, the subrecipient agency has an overtime policy approved by its governing body, and both grant-paid and non-grant paid personnel are treated the same with regards to the application of overtime policy(ies). In addition, in no case is dual compensation allowable. That is, an employee of a subrecipient agency may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a single period of time, even though such work may benefit both activities. Overtime payments issued outside of these guidelines are the responsibility of the subrecipient agency.

Cancellation for Awards - Subrecipients must take reasonable steps to commence project activities upon receiving notice of a grant award:

Commencement Within 60 Days. If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the subrecipient must report by letter to HSGD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

Commencement Within 90 Days. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the subrecipient must submit a second statement to HSGD explaining the implementation delay. Upon receipt of the 90-day letter, HSGD may cancel the project and redistribute the funds to other project areas. HSGD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Subrecipients must immediately notify and provide a copy to HSGD of any Public Information Request received by the agency related to this Grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant funds may not be used to influence the payment, loan, or gift to a person or political organization for a political purpose, or to influence the passage or defeat of legislation.
- Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.
- Subrecipients must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Retention and Accessibility of Records - Subrecipients must maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant 2 CFR 200.333, UGMS, and this Grant.

- Subrecipients must retain these records and any supporting documentation for a minimum of seven (7) 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 related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.
- DHS or HSGD may direct a subrecipient to retain documents for longer periods of time or to transfer certain records to DHS or HSGD custody when DHS or HSGD determines that the records possess long term retention value.
- Subrecipients must give the DHS, the Comptroller General of the United States, the Texas State Auditor's Office, HSGD, 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 subrecipient pertaining to this Grant including records concerning the past use of grant funds. Such rights to access shall continue as long as the records are maintained.

- Subrecipients must include the substance of this Section in all subcontracts.
- Subrecipients must 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.

SECTION II: APPLICABLE TO ALL FEDERALLY FUNDED SUBRECIPIENTS

Federal Notice of Funding Opportunity - All allocations and use of funds under this Grant shall be in accordance with the applicable federal Notice of Funding Opportunity (NOFO) for the Federal Grant Title specified on this Grant.

Acknowledgement of Federal Funding from DHS – All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing project programs funded in whole or in part with Federal funds from the U.S. Department of Homeland Security (DHS).

Emergency Management Plan - During the performance period of this Grant, subrecipients must maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or 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 subrecipient's plan, the subrecipient shall correct deficiencies within 60 calendar days of receiving notice of such deficiencies from TDEM.

Mutual Aid Agreement – During the performance period of this Grant the subrecipient must participate in a legally-adopted county and/or regional mutual aid agreement.

National Incident Management System (NIMS) – During the performance period of this Grant, the subrecipient must implement the NIMS in a manner consistent with the NIMS Implementation Objectives outlined by FEMA at http://www.fema.gov/national-incident-management-system.

Texas Regional Response Network (TRRN) – Subrecipients must be registered users of the TRRN (or other response asset inventory management system specified by HSGD) and shall enter any deployable equipment with a cost of $5,000 or more, purchased with Homeland Security Grant funds into the TRRN (https://www.trrn.state.tx.us).

Environmental and Historical Review – Subrecipients must assess federally funded projects for potential impact to environmental resources and historic properties and submit any required screening form(s) as soon as possible within the deadlines established by HSGD. 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.

Subrecipients must include sufficient review time 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 HSGD will not authorize or release grant funds for non-compliant projects.

- As soon as possible upon receiving this Grant, the subrecipient must provide information to HSGD 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 HSGD 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. Subrecipients must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances. See FEMA Information Bulletin 329.
- Subrecipients 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. Subrecipients 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. The subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered the subrecipient must immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Management and Administration - If this Grant includes funds for management and administration (M&A), the subrecipient must comply with all applicable requirements and limitations with respect to M&A. The subrecipient's M&A shall not exceed 5% of their total project(s).

Personnel Cap - Up to fifty percent (50%) of all federal Homeland Security Grant Program (HSGP) awards 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. Subrecipients 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 HSGD at eGrants@gov.texas.gov. Requests for waivers shall be submitted on official subrecipient letterhead and be signed by the subrecipient's authorized official. Waivers shall contain the information required on page 9 of the FEMA Information Bulletin 379.

SECTION III: APPLICABLE TO FEDERALLY FUNDED OPSG SUBRECIPIENTS:

Subrecipients receiving Operation Stonegarden (OPSG) funds are 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/OPSG Program Office for final review/approval. Official notification of approval will be sent by FEMA via email to HSGD and CBP/BP HQ in Washington, D.C.

- Subrecipients shall develop and submit required operational documents through the border area's Integrated Planning Team.
- Subrecipients 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 the grant performance period.
- Subrecipients intending to spend more than 50 percent of their award on overtime over the course of the performance period, must submit an overtime waiver request through the Integrated Planning Team.
- Subrecipients shall develop and submit Operations Orders for Tactical operational periods to achieve the strategic objectives of the campaign plan.
- Subrecipients shall only initiate tactical operations after the specific Operations Order(s) are approved through the Border Patrol Headquarters and by FEMA, and HSGD has issued an Award or Grant Adjustment Notice (GAN) to the jurisdiction.

SECTION IV: REMEDIES FOR NON-COMPLIANCE

If any subrecipient 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, HSGD may take one or more of the following actions, as appropriate in the circumstances:

- Temporarily withhold cash payments pending correction of the deficiency or more severe enforcement action by HSGD;
- Disallow or deny use of funds for all or part of the cost of the activity or action not in compliance;
- Wholly or partially suspend or terminate this Grant;
- Withhold further awards; or
- Take other remedies that may be legally available.

Subrecipient costs resulting from obligations incurred during a suspension or after termination of this Grant are not allowable unless HSGD expressly authorizes them in the notice of suspension or termination or subsequently.

COMPREHENSIVE CERTIFICATION AND ASSURANCES

The applicant must assure and certify compliance with any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, 2 CFR 200; the Uniform Grant Management Standards (UGMS); and Title 1, Part 1, Chapter 3 of the Texas Administrative Code, that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a subrecipient, the more restrictive requirement applies. ***By accepting the grant award in eGrants, the subrecipient certifies and assures that it complies and will continue to comply with the following:***

1. **LEGAL AUTHORITY** - It possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required. State agencies are not required to adopt a resolution.
2. **DISPLACED PERSONS** - It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions (42 USC §§ 4601 - 4655) which provide for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
3. **POLITICAL ACTIVITY** – It will comply with provisions of Federal law which limit certain political activities of employees of State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC § 1501, et seq.)
4. **FAIR LABOR STANDARDS ACT** - It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 USC §§ 201 - 219) if applicable.
5. **CONFLICT OF INTEREST** - It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. It will comply with Texas Government Code, Section 572, Employment of Former State Officer or Employee of State Agency.
6. **COMPLIANCE REVIEW OR INVESTIGATIONS** – It will cooperate with any compliance review or complaint investigation conducted by the Federal sponsoring agency or the Office of the Governor.
7. **EXAMINATION OF RECORDS** - It will give the sponsoring agency, the Office of the Governor, the State Auditor's Office, or the Comptroller General, through any authorized representative, access to and the right to audit, examine and copy all records, books, papers, or documents related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through subrecipient and the requirement to cooperate is included in any subcontract it awards related to this grant.
8. **REPORTING** – It will submit timely, complete, and accurate reports to the Federal sponsoring agency or Office of the Governor and maintain appropriate backup documentation to support the reports.
9. **COMPLIANCE WITH REQUIREMENTS** - It will comply with all requirements imposed by the Federal sponsoring agency, the Office of the Governor, or the Comptroller General, concerning special requirements of law, program requirements, special reporting, data collection, evaluation requirements, and other administrative requirements.
10. **EPA VIOLATING FACILITIES** - It will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of the project, are not listed in the Environmental Protection Agency's (EPAs) 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.
11. **FLOOD INSURANCE** - It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act (50 USC § 4001), which states that, on or after March 2, 1975, communities must purchase flood insurance, where such insurance is available in those communities. This requirement is a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that had been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
12. **HISTORIC PRESERVATION** - It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 (16 USC § 470), Executive Order 11593 (identification and protection of historic properties), Archeological and Historical Preservation Act of 1974 (16 USC § 469a-1, et seq.), by (a) consulting with the State Historic Preservation Officer (SHPO) on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
13. **NATIONAL ENVIRONMENTAL POLICY ACT** – It will assist the federal grantor agency in its compliance with the National Environmental Policy Act of 1969 (P.L. 91-190, 42 USC 4321-4347, January 1, 1970, 83 Stat. 852) as amended by P.L. 94-52, July 3, 1975, 89 Stat. 258, and P.L. 94-83, August 9, 1975, 89 Stat. 424), by (a) identifying if any of the following activities will be related to the use of grant funds: (1) new construction; (2) minor renovation or remodeling of a property either listed on or eligible for listing on the National Register of Historic Places or located within a 100-year flood plain; (3) a renovation, lease or any proposed use of a building or facility that will either result in a change in its basic prior use or significantly change its size; and (4) implementation of a new program involving the use of chemicals other than chemicals that are purchased as an incidental component of a funded activity and traditionally used, for example, in office, household, recreational, or education environments; and (b) by complying with the following conditions relating to

clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories: (1) provide medical screening of personnel assigned or to be assigned by the subrecipient to the seizure or closure of clandestine methamphetamine laboratories; (2) provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories; (3) as determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment; (4) assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory; (5) utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory; (6) dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities; (7) monitor the transport, disposal, and recycling components of subsections numbered (5) and (6), immediately above, in order to ensure proper compliance; (8) have in place and/or implement any required written agreements with the Texas Department of Protective and Regulatory Services regarding the safety of any minors located at the clandestine laboratory site, the Texas Commission for Environmental Quality, and other entities deemed necessary by the State Administrative Agency.

14. **NONDISCRIMINATION** –
    A. It will comply with all State and Federal statutes relating to nondiscrimination and ensure, in accordance with federal civil rights laws, that the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
    B. It will comply, and all its contractors will comply, with the nondiscrimination requirements which may include the Civil Rights Act of 1964 (42 USC § 2000d); the Civil Rights Act of 1968 (42 USC § 3601 et seq.); the Rehabilitation Act of 1973 (29 USC § 794); the Americans With Disabilities Act (ADA) of 1990 (42 USC § 12131-34); the Education Amendments of 1972 (USC §§ 1681, 1683, 1685-86); Title IX of the Education Amendments of 1972 (Equal Employment in Education Act) (20 USC § 1681 et seq.); the Age Discrimination Act of 1975 (42 USC §§ 6101-07); Titles I, II and III of the Americans with Disabilities Act; the Drug Abuse and Treatment Act of 1972 (PL 92-255); the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (PL 91-616); Sections 523 and 527 of the Public Health Service Act of 1912 (42 USC §§ 290dd-3 and 290ee-3); and 28 CFR 38 (Equal Treatment for Faith-Based Organizations); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations) and Ex. Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations).
    C. If, during the past three years, the subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the subrecipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the U.S. Department of Homeland Security (DHS) awarding office and the DHS Office of Civil Rights and Civil Liberties.
    D. In the event of 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 the subrecipient, or the subrecipient settles a case or matter alleging such discrimination, subrecipients must forward a copy of the complaint and findings to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
15. **LIMITED ENGLISH PROFICIENCY**- It will comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, subrecipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a subrecipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.
16. **ACTIVITIES CONDUCTED ABROAD** – It will ensure 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.
17. **PERSONALLY IDENTIFIABLE INFORMATION (PII)** – If subrecipient collects PII it will have a publically-available privacy policy that describes what PII it collects, how it uses the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate.
18. **COPYRIGHT** – It will affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, 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.)
19. **DEBARMENT AND SUSPENSION** – It will comply with Executive Orders 12549 and 12689 that requires "a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)", in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties

declared ineligible under statutory or regulatory authority other than Executive Order 12549. The subrecipient certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

20. **DUPLICATION OF BENEFITS** – It will comply with 2 CFR 200.405, which provides that any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.
21. **ENERGY POLICY AND CONSERVATION ACT** – It will comply with the requirements of 42 USC § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this act.
22. **FALSE CLAIMS ACT AND PROGRAM FRAUD CIVIL REMEDIES** – It will comply with the requirements of 31 USC § 3729 which set forth that no subrecipient of federal payments shall submit a false claim for payment. See also 38 USC § 3801-3812 which details the administrative remedies for false claims and statements made.
23. **FEDERAL DEBT STATUS** – It is non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.
24. **FLY AMERICA ACT OF 1974** – It will comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 42 USC § 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 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.
25. **HOTEL AND MOTEL FIRE SAFETY ACT OF 1990** – In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990,* 15 USC § 2225a, it will ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974, as amended,* 15 USC §2225.
26. **PATENTS AND INTELLECTUAL PROPERTY RIGHTS** – Unless otherwise provided by law, subrecipients are subject to the Bayh-Dole Act, PL No 96-517, as amended, and codified in 35 USC § 200 et seq. It will comply with the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 CFR Part 401) and the standard patent rights clause in 37 CFR § 401.14.
27. **PROCUREMENT OF RECOVERED MATERIALS** – It will comply with Section 6002 of the Solid Waste Disposal acts amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the hi9ghest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
28. **SAFECOM** – If emergency communications equipment is provided under the grant, it will comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
29. **TERRORIST FINANCING E.O. 13224** – It will comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of subrecipients to ensure compliance with the E.O. and laws.
30. **TRAFFICKING VICTIMS PROTECTION ACT OF 2000** – It will 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 USC § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, *Federal Register,* Volume 72, No. 218, November 13, 2007. Full text of the award term is provided at 2 CFR § 175.15.
31. **UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)** – It will maintain the currency of the information in the SAM until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 CFR Part 25.
32. **USA PATRIOT ACT OF 2001** – It will 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 USC §§ 175-175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.
33. **USE OF DHS SEAL, LOGO AND FLAGS** – It will obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
34. **WHISTLEBLOWER PROTECTION ACT** – It will comply with the statutory requirements for whistleblower protections (if applicable) at 10 USC 2409, 41 USC 4712, 10 USC 2324, and 41 USC 4304 and 4310.
35. **PROTECTION OF HUMAN SUBJECTS** – It will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that subrecipients comply with applicable provisions/law for the protection of human subjects for purposes of research. It will 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 CFR 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 CFR Part 46.

36. **COASTAL BARRIERS** - It will comply with the provisions of the Coastal Barrier Resources Act (16 USC § 3501, et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
37. **SUPPLANTING PROHIBITION** - It will use funds to supplement existing funds for program activities and may not replace (supplant) non-Federal funds that have been appropriated for the same purpose. The applicant understands that potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this Program, suspension or debarment from Federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.
38. **TAXES** – It will comply with all State and Federal laws and are solely responsible for filing all required State and Federal tax forms.
39. **GRANT ADMINISTRATION** - It will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant, including these standard assurances, are met.
40. **PUBLIC INFORMATION** - It will ensure 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.
41. **CHILD SUPPORT PAYMENTS** – It will comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
42. **SUSPECTED CHILD ABUSE** - It will comply with Section 261.101 of the Texas Family Code, 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. It will also ensure that all program personnel are properly trained and aware of this requirement.
43. **RELATIVES** - It 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.
44. **OPEN MEETINGS** - If the applicant is a governmental entity, it will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically excluded in the Texas Constitution.
45. **HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY** - If the applicant is a health and human services agency or public safety or law enforcement agency, it will not contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
46. **HIV/AIDS WORKPLACE GUIDELINES** – It will 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.
47. **LAW ENFORCEMENT AGENCY** - If the applicant is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, it will not expend any grant funds for this grant unless it is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.
48. **POLITICAL POLLING PROHIBITED** – It will not subgrant to any entity or expend funds for political polling. This prohibition regarding political polling does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.
49. **LIMITATIONS ON GRANTS TO UNITS OF LOCAL GOVERNMENT** - Grant funds may not be expended by 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, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and 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, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and subrecipient 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, which requires subrecipient to make every effort to attain key performance target levels associated with this Grant, 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, which requires that this Grant may only be expended if subrecipient timely completes and files its reports.
50. **EQUAL EMPLOYMENT OPPORTUNITY**- It will comply with the requirement that except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
51. **DAVIS-BACON ACT** – It will comply with the *Davis-Bacon Act*, as amended (40 U.S.C. 3141-3148) that states when required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by subrecipients

must include a provision for compliance with the *Davis-Bacon Act* (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The subrecipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The subrecipient must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the *Copeland "Anti-Kickback" Act* (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The subrecipient must report all suspected or reported violations to the Federal awarding agency.

52. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** - Where applicable, it will comply with the requirement that all contracts awarded by the subrecipient in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
53. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," it will comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
54. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT** – If subrecipient receives grants in excess of $150,000, it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
55. **TEXAS PUBLIC INFORMATION ACT; CONFIDENTIAL INFORMATION** - It acknowledges that the State, OOG, and this grant are subject to the Texas Public Information Act, Texas Government Code Chapter 552, (the "PIA"). Subrecipient acknowledges that the OOG will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. The subrecipient acknowledges that information created or exchanged in connection with this grant is subject to the PIA, and subrecipient agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to the OOG or State. The subrecipient will cooperate with OOG in the production of documents or information responsive to a request for information. Information provided by or on behalf of subrecipient under, pursuant to, or in connection with this grant that the subrecipient considers proprietary, financial, or trade secret information (collectively "Confidential Information") shall be designated as such when it is provided to OOG or State or any other entity in accordance with this grant. OOG agrees to notify subrecipient in writing within a reasonable time from receipt of a request for information covering subrecipient's Confidential Information. OOG will make a determination whether to submit a Public Information Act request to the Attorney General. The subrecipient agrees to maintain the confidentiality of information received from the OOG or State during the performance of this grant, including information which discloses confidential personal information particularly, but not limited to, personally identifying information, personal financial information and social security numbers. Subrecipient will notify OOG within twenty-four (24) hours of receipt of any third party requests for information that was provided to the subrecipient by the OOG or the State.
56. **FUNDING LIMITATION** - It agrees that nothing in this grant will be interpreted to create an obligation or liability of the OOG in excess of the funds delineated in this grant. Subrecipient agrees that funding for this grant is subject to the actual receipt by the OOG of grant funds appropriated to the OOG. Subrecipient agrees that the grant funds, if any, received from the OOG may be limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OOG for the purpose of this grant. Subrecipient agrees that notwithstanding any other provision of this grant, if the OOG is not appropriated the funds or if the OOG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OOG for this grant program are required to be reallocated to fund other federal or state programs or purposes, the OOG is not liable to pay the subrecipient any remaining balance on this grant.
57. **NO WAIVER OF SOVEREIGN IMMUNITY** - It agree that no provision of this grant is in any way intended to constitute a waiver by the OOG, its officers, employees, agents, or contractors or the State of Texas of any immunities from suit or from liability that the OOG or the State of Texas may have by operation of law.
58. **INDEPENDENT CONTRACTOR STATUS** - It agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of subrecipient be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OOG or the State of Texas. Subrecipient is not a "governmental body" by virtue of receipt of grant funds under this Contract. Likewise, the persons identified by subrecipient as meeting the Created Job Target or Baseline are not state employees by virtue of this Contract. All persons furnished, used, retained, or hired by or on behalf of subrecipient or any of subrecipient's contractors shall be

considered to be solely the employees or agents of subrecipient or subrecipient's contractors. Subrecipient or subrecipient's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law. Subrecipient agrees to take such steps as may be necessary to ensure that each contractor of subrecipient will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of the OOG or the State of Texas. Subrecipient is responsible for all types of claims whatsoever due to actions or performance under this Contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties.

59. **GOVERNING LAW; VENUE** –This Contract is made and entered into in the State of Texas. This Contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements. Except where state law establishes mandatory venue, subrecipient agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. Subrecipient hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that subrecipient is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.
60. **COMPLIANCE WITH LICENSING, PERMITTING AND REGULATORY BODIES** - Subrecipient certifies that it has obtained all licenses, certifications, permits and authorizations necessary to perform its obligations under this Contract, without costs to the OOG. Subrecipient shall comply with any applicable federal, state, county, local and municipal laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations, in connection with its obligations under this Contract. Subrecipient certifies that it currently is in good standing with all licensing, permitting or regulatory bodies that regulate any or all aspects of subrecipient's business or operations. Subrecipient agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.
61. **CHAPTER 2260 OF THE TEXAS GOVERNMENT CODE** – Subrecipient agrees the dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by the Parties to attempt to resolve any claim for breach of this Contract made by subrecipient. Subrecipient's claims for breach of this Contract that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, subrecipient shall submit written notice to the OOG's contact. Said notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. Compliance by subrecipient with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code. The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is subrecipient's sole and exclusive process for seeking a remedy for any and all alleged breaches of this Contract by the OOG if the Parties are unable to otherwise informally resolve their disputes. Compliance with the contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. Neither the execution of this Contract by OOG nor any other conduct of any representative of OOG relating to this Contract shall be considered a waiver of sovereign immunity. The submission, processing, and resolution of subrecipient's claim is governed by the OOG's published rules, if any. If no OOG rules have been published, then Title 1, Chapter 155 of the Texas Administrative Code, shall govern.
62. **INDEMNITY AND HOLD HARMLESS** - SUBRECIPIENT AGREES TO INDEMNIFY AND HOLD HARMLESS THE OOG, THE STATE OF TEXAS AND ITS EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS OR SUITS WHATSOEVER, INCLUDING ANY LITIGATION COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN SUBRECIPIENT'S PERFORMANCE UNDER THIS GRANT. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH OOG AND THE OFFICE OF THE ATTORNEY GENERAL WHEN THE OOG, THE STATE OF TEXAS OR ITS EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS AND/OR DESIGNEES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OOG AND THE OFFICE OF THE ATTORNEY GENERAL. SUBRECIPIENT AND THE OOG AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIMS.
63. **DRUG-FREE WORKPLACE** – It will comply with drug-free workplace requirements in Subpart B of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).
64. **LOBBYING** – The applicant certifies that:
    a. It will not use grant 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 approval of the Governor's Office.
    b. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify the Governor's Office to obtain the appropriate disclosure form.
    c. It will comply with 31 USC § 1352, as applicable, which provides that none of the funds provided under an award may be expended by the subrecipient 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,
    d. It will include the language of paragraphs A., B. and C. of this Section in the award documents for all sub-awards at all tiers and will require all subrecipients to certify accordingly.

DATE: December 29, 2015

2016
Appropriation

DEPARTMENT HEAD: Constable Atanacio "J.R." Gaitan

DEPARTMENT NAME: Constable Precinct No. 4

ACCOUNT NUMBER: 6-1284-421-00-294-080-6-XXX

Contact Person: Horaldo Sanchez Ph# 956-383-8560

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
6-1284-421-00-294-080-6-131	CONST PCT4 LBSP-OVERTIME PAY	47,047.49
6-1284-421-00-294-080-6-220	CONST PCT4 LBSP-FICA	3,599.14
6-1284-421-00-294-080-6-230	CONST PCT4 LBSP-RETIREMENT	4,968.21
6-1284-421-00-294-080-6-250	CONST PCT4 LBSP-UNEMPLOYMENT COMP	282.28
6-1284-421-00-294-080-6-260	CONST PCT4 LBSP-WORKERS COMP	1,467.88
6-1284-421-00-294-080-6-581	CONST PCT4 LBSP-TRAVEL IN COUNTY	7,635.00
6-1284-334-10-294-080-6-000	CONST PCT4 LBSP-REVENUES	65,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**65,000.00**

REASON: TO APPROPRIATE FUNDS FOR THE FY16 LBSP GRANT AWARDED TO THE CONSTABLE PCT NO. 4 OFFICE BY THE OFFICE OF THE GOVERNOR'S HOMELAND SECURITY GRANTS DIVISION (HSGD) FOR OVERTIME/FRINGE/MIL EXPENDITURES. GRANT PERIOD EFFECTIVE 10-1-2015 TO 08-31-2016. (GRANT AWARD NO. 2998401).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-52574 Tax Office 9. A.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted For: Edgar Jaramillo, TAX OFFICE Submitted By: Edgar Jaramillo, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval to publish in the register of the Secretary of State the proposed rules that would state the nature and requirements of all available formal and informal procedures to license motor vehicle title services and runners.

BACKGROUND

This program is a tool to investigate and prosecute auto theft cases. It will prevent the passing of false titles, insurance documents and supporting documentation that allow fraudulent registration and transfer of stolen vehicles. This will allow our office to provide a transaction trail that is readily available for law enforcement. We will be able to better identify who authorized, prepared and presented the paperwork to the tax office.

Fiscal Impact

Attachments

Motor Vehicle Title Service Lic. Rules

Transportation Code 520 Subchapter E

D.A. Legal Approval

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/08/2015 09:58 AM
Glinda Pacheco	Glinda Pacheco	12/10/2015 08:42 AM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Edgar Jaramillo Started On: 12/08/2015 09:44 AM

Final Approval Date: 01/01/2016

Hidalgo County
Motor Vehicle Title Service Licensing
Rules & Guidelines

Definitions

1. “Motor vehicle” has the meaning assigned by Texas Transportation Code §501.002(17).

2. “Motor vehicle title service” means any person or entity that for compensation directly or indirectly assists other persons in obtaining title documents by submitting, transmitting, or sending applications for title documents to the appropriate government agencies.

3. “Title documents” means motor vehicle title applications, motor vehicle registration renewal applications, motor vehicle mechanic's lien title applications, motor vehicle storage lien title applications, motor vehicle temporary registration permits, motor vehicle title application transfers occasioned by the death of the title holder, or notifications under Chapter 683 of the Texas Transportation Code or Chapter 70 of the Texas Property Code.

4. “Title service license holder” means a person who holds a motor vehicle title service license or a title service runner's license. A title service license holder is legally responsible for each title service runner it employs or contracts.

5. “Title service record” means the written record for each transaction in which a motor vehicle title service receives compensation.

6. “Title service runner” means any person employed by a licensed motor vehicle title service license holder to submit or present title documents to the county tax assessor-collector.

License Requirement

1. A person may not act as a motor vehicle title service or act as an agent for such a business (which includes a title service runner) in Hidalgo County unless that person holds a license issued by the Hidalgo County Tax Assessor-Collector to conduct such transactions.

2. A person commits an offense if the person violates a provision of Title 7, Subtitle A, Chapter 520, Subchapter C of the Texas Transportation Code or a rule adopted by the Hidalgo County Tax Assessor-Collector under Subchapter E, §§520.051 - 520.063 of the Texas Transportation Code. Such an offense is a Class A misdemeanor.

3. Any unlicensed individual observed conducting motor vehicle transactions on behalf of others in Hidalgo County and who claims to be doing so without compensation shall complete an affidavit stating that the individual is not receiving compensation for the transaction. This affidavit shall be notarized and will be forwarded to the Fraud Investigations Department of the Hidalgo County Tax Assessor-Collector.

License Fees

1. License fees must be remitted at the time a license application is submitted and are non-refundable. License fees are payable only by certified bank check or money orders unless the Hidalgo County Tax Assessor-Collector agrees, in writing, to accept cash.

2. The fee for a motor vehicle title service license shall be $500 for the initial application and $200 for each annual renewal.

3. The fee for a title service runner license shall be $100 for the initial application and $100 for each annual renewal.

4. The fee for replacement of a lost title service license or title runner license shall be $20 for the first occurrence; $20 for the second occurrence; and $20 for each occurrence thereafter.

General License Application Requirements

1. Applications for a title service license may be submitted Monday through Friday, from 9:00am to 4:00pm, at the Hidalgo County Tax Office located at 2804 S. US HWY 281, Edinburg, TX 78539 or online at the Hidalgo County Tax Assessor-Collector's website at: http://www.hidalgocountytax.org.

2. An applicant for a motor vehicle title service license must complete all forms required by the Hidalgo County Tax Assessor-Collector. The applicant must sign the application form and pay the license fee. An application must include:
    A. the applicant's name, business address, and business telephone number;
    B. the name under which the applicant will do business;
    C. the physical address of each office from which the applicant will conduct business (a P.O. Box will not be accepted) and a corresponding photo of each building where business is being conducted;
    D. a statement indicating whether the applicant has previously applied for a license under this section, the result of the previous application, and whether the applicant has ever been the holder of a license under this section that was revoked or suspended in any Texas county;

E. the applicant's federal tax identification number;
F. the applicant's state sales tax number; and
G. the name of all individuals who have an ownership interest in the applicant motor vehicle title service company;
H. if applicable, motor vehicle license information for each individual who has an ownership interest in the applicant's motor vehicle title service company.

3. Following the submission of an application, an applicant must submit to a criminal background check in conformance with policies adopted by the Hidalgo County Tax Assessor-Collector.

4. An applicant must present a valid, government-issued picture identification at the time of application. Lack of identification shall prevent the Hidalgo County Tax Assessor-Collector from granting a person's application for a title service license.

5. An applicant must be at least 18 years of age on the date the application is submitted to apply for a title service license.

6. Applicants will be notified of the outcome of an application within 30 days of the application being submitted to the Hidalgo County Tax Assessor-Collector. This notification will be mailed to the business address listed on the application.

7. All licenses are issued for a period of one year and must be renewed each year thereafter. A renewal application has the same requirements as a new application.

8. A license may not be issued under a name that is fictitious; a name that is similar to or may be confused with the name of a governmental entity; or a name that is deceptive or misleading to the public.

Additional Application Requirements for Certain Businesses

1. Corporation. In addition to the information required above concerning General License Application Requirements, an applicant for a motor vehicle title service license that intends to engage in business as a corporation shall submit the following information:
   A. the state of incorporation (if any);
   B. a "doing business as" (DBA) certificate or articles of incorporation;
   C. the name, address, date of birth, and social security number of each of the principal owners and directors of the corporation;
   D. information about each officer and director as requested by the Hidalgo County Tax Assessor-Collector to establish the business reputation and character of the applicant; and
   E. a statement indicating whether an employee, officer, or director has been refused a motor vehicle title service license or a title service runner's license or has been the holder of a license that was revoked or suspended in any Texas county.

2. Partnership. In addition to the information required above concerning General License Application Requirements, a motor vehicle title service license applicant that intends to engage in business as a partnership shall submit an application that includes the following information:
    A. the names, address, date of birth, and social security number of each partner;
    B. information about each partner as requested by the Hidalgo County Tax Assessor-Collector to establish the business reputation and character of the applicant; and
    C. a statement indicating whether a partner or employee has been refused a motor vehicle title service license or a title service runner's license or has been the holder of a license that was revoked or suspended in any Texas county.

Tax Assessor-Collector Transactions

1. All vehicle transactions for Hidalgo County will be processed at the Hidalgo County Tax Office, 2804 S. Bus Hwy 281, Edinburg, Texas 78539; or any other location specified by the Tax Assessor-Collector in writing at: http://www.hidalgocountytax.org.

2. Title service license holders and title service runners may conduct business at privately run, contracted offices. A list of these offices is available upon request.

3. A Hidalgo County Tax Assessor-Collector title service transaction form must accompany all motor vehicle title service transactions. Title service providers may obtain a blank title service transaction form from the Hidalgo County Tax Assessor-Collector. The motor vehicle title service company is responsible for the accuracy and validity of the information for each vehicle listed. Only vehicles authorized and listed by the licensed motor vehicle title service will be processed.

4. Motor vehicle title services and runners may only process the following documents: motor vehicle title applications; motor vehicle registration renewal applications; requests for replacement windshield stickers; and requests for new or replacement vehicle license plates. The Hidalgo County Tax Assessor-Collector will also accept applications for a motor vehicle mechanic's lien title, a motor vehicle storage lien title and a bond title from a motor vehicle title services or runners.

5. After the final vehicle transaction on each transaction sheet is completed, a copy of the transaction sheet will remain on file at the office of the Hidalgo County Tax Assessor-Collector.

6. A motor vehicle title service shall assume the responsibility for the accuracy and validity of all documents presented to the Hidalgo County Tax Assessor-Collector under its name.

7. Title service runners must be identified and sponsored by a motor vehicle title service company in order to conduct business on the motor vehicle title service's behalf. The required documents for any runner must be on file with each service company for which the runner is an authorized agent. Individuals whose names are not on file with the

Hidalgo County Tax Assessor-Collector as a title service runner acting on behalf of a motor vehicle title service will not be allowed to conduct business with the Hidalgo County Tax Assessor-Collector on behalf of that motor vehicle title service.

Record Keeping

1. A holder of a motor vehicle title service license shall maintain records as required by Texas law for each transaction in which the license holder receives compensation. The records shall include:
   A. the date of the transaction;
   B. the name, age, address, sex, driver license number, and a legible photocopy of the driver's license for each customer; and
   C. the vehicle make, model, year, license plate number, vehicle identification number, and a legible photocopy of proof of financial responsibility for the motor vehicle involved.

2. A motor vehicle title service shall keep, for at least two (2) years after the date of the transaction:
   A. two copies of all records required under this section;
   B. legible photocopies of any documents submitted by a customer; and
   C. legible photocopies of any documents submitted to the Hidalgo County Tax Assessor-Collector.

3. A motor vehicle title service license holder or any of its employees shall allow an inspection of the required records by a peace officer on the premises of the motor vehicle title service at any reasonable time to verify, check, or audit the records. Failure to do so, or to maintain required records, may result in discipline under these rules.

License Renewal

1. A license issued pursuant to these rules expires on the first anniversary of the date of issuance and may be renewed annually on or before the expiration date on payment of the required renewal fee as outlined above. All renewals will be subject to an additional criminal background check and confirmation of the applicant's current address and contact information.

2. A person who is otherwise eligible to renew a license may renew an unexpired license by paying to the Hidalgo County Tax Assessor-Collector before the expiration date of the license the required renewal fee. A person whose license has expired may not engage in activities that require a license until the license has been renewed under this section.

3. If a person's license has been expired for 90 days or less, the person may renew the license by paying to the Hidalgo County Tax Assessor-Collector one and one-half times the required renewal fee.

4. If a person's license has been expired for longer than 90 days but less than one year, the person may renew the license by paying to the Hidalgo County Tax Assessor-Collector two times the required renewal fee.

5. If a person's license has been expired for one year or more, the person may not renew the license. The person may obtain a new license by complying with the requirements and procedures for obtaining an original license. Notwithstanding this, if a person was licensed in this state, moved to another state, and has been doing business in the other state for the two years preceding application, the person may renew an expired license. The person must pay to the Hidalgo County Tax Assessor-Collector a fee that is equal to two times the required renewal fee for the license.

6. Before the 30th day preceding the date on which a person's license expires, the Hidalgo County Tax Assessor-Collector shall notify the person of the impending expiration. The notice must be in writing and sent to the person's last known address according to the records of the Hidalgo County Tax Assessor-Collector. Failure to send notice under this provision, however, does not provide any right or remedy to a license holder.

Denial, Suspension, or Revocation of License.

1. Grounds for the denial, suspension, revocation, or denial of reinstatement of a title service license or title service runner license in Hidalgo County include, but are not limited to:
    A. having been found to have submitted a vehicle packet, or other document, to the Hidalgo County Tax Assessor-Collector's office which contains false information, and the Hidalgo County Tax Assessor-Collector determines that the false information was intentionally submitted by the motor vehicle title service license holder or title service runner;
    B. having been convicted of any felony, any crime of moral turpitude, or deceptive business practice for which the completion date of the applicant's sentence is fewer than five years from the date of applying for a motor vehicle title service license;
    C. having been criminally or civilly sanctioned for the unauthorized practice of law by any government or quasi-government body with jurisdiction to do so;
    D. having been found in violation of the administrative procedures required by the Texas Department of Transportation;
    E. in the event the Tax Assessor-Collector determines a title service license holder has delinquent Class C misdemeanor fines, the licensee shall have thirty calendar (30) days from the date of deposit of written notice into the U.S. Postal Service to pay or otherwise resolve the fines. If the fines remain unresolved after thirty calendar (30) days, the Tax Assessor-Collector may, in his discretion, deny, suspend, refuse to renew, or revoke, as provided in this section, the license of that title service license holder;
    F. a title service runner license may be revoked or suspended if the title service runner has presented a title packet to the Hidalgo County Tax Assessor-Collector that was not authorized by a licensed motor vehicle title service or if the title

service runner altered or forged the original paperwork prepared for and signed by the motor vehicle title service;

G. failure to maintain records required by §520.057 of the Texas Transportation Code or this section;

H. behavior that causes disruption or creates a security concern to any tax office location or contracted office location, as determined by the Tax Assessor-Collector or designee, in his discretion; or

I. involvement in the issuance of fraudulent liability insurance while holding an Hidalgo County title service license, as determined by the Tax Assessor-Collector or designee, in his discretion.

2. The Hidalgo County Tax Assessor-Collector shall consider any and all substantial evidence available in making factual determinations under this section.

3. If the Hidalgo County Tax Assessor-Collector makes a determination that a person's license hereunder should be denied, cancelled, suspended, or revoked, then the Tax Assessor-Collector shall send notice of the action to the person, by certified mail, stating the facts or conduct alleged to warrant the action.

4. Upon a determination of violation of this section, the Hidalgo County Tax Assessor-Collector may order the violator's license suspended for up to one (1) year for the first offense. The Tax Assessor-Collector, in his discretion, may order an additional suspension for up to one year or the revocation of the holder's license for the second offense. A license may be revoked upon a third offense.

5. A person whose license is revoked may not apply for a new license before the first anniversary of the date of the revocation. A person whose license has been revoked must apply for a new license under this section.

6. A license may not be issued under a fictitious name that is similar to or may be confused with the name of a governmental entity or that is deceptive or misleading to the public.

7. The Tax Assessor-Collector may discipline a title service license holder for acts in violation of these regulations or other law committed by a title service runner employed or contracted by the title service license holder. Such discipline may include suspension or revocation of the title service license holder's license if the Tax Assessor-Collector also suspends or revokes the license of the at-fault title service runner.

The Review Board

1. A person who receives notice of adverse action taken on his license by the Hidalgo County Tax Assessor-Collector may submit a written request for appeal or protest and submit evidence, in the form of documents or testimony, to demonstrate that person's compliance with all requirements for the issuance, retention, or reinstatement of the person's license. The person must submit evidence and file a written request for the appeal of an action taken on the person's license with the County Tax Assessor-Collector

within 10 calendar days from the date of receipt of the notice of action on the person's license. Proof of receipt of a notice of action, or any other document that triggers a deadline under this section, includes, but is not limited to, a certified mail return receipt. The Tax Assessor-Collector or the Review Board may grant additional time to comply with this section upon written request.

2. Evidence and/or a written request for an appeal must be sent to Hidalgo County Tax Office, via certified mail at 2804 S. US HWY 281 Edinburg, TX 78539/ PO Box 2099 Edinburg, TX 78540 or at the address published at: http://www.hidalgocountytax.org.

3. Upon timely filing of a request for an appeal, the County Tax Assessor-Collector shall request review by the Review Board. The adverse action shall be stayed until a final decision is made on the license.

4. The above-referenced Review Board, designated by the Hidalgo County Tax Assessor-Collector, shall consist of an active member of the licensed Title Service, the Tax Assessor-Collector or his/her representative, and one law enforcement officer from the Fraud Investigations Department.

5. Each member of the Review Board shall serve for a term lasting for one year. A member may be designated for additional terms as deemed appropriate by the Hidalgo County Tax Assessor-Collector.

6. If a member is absent for three consecutive meetings, the Tax Assessor-Collector, may, in his discretion, remove the member and appoint a new member to serve the remainder of the term.

7. If a review board member is removed or resigns, the Tax Assessor-Collector may appoint a new review board member to fill that member's position. The new member will serve for the remainder of the former member's term.

8. The Review Board shall meet as needed, on a date determined by the Hidalgo County Tax Assessor-Collector. The Board will review any appeals and make a recommendation to the County Tax Assessor-Collector stating whether the Board agrees or disagrees with the action taken.

9. The Hidalgo County Tax Assessor-Collector shall be the Chair of the Review Board.

10. A quorum of three members of the Review Board must be present to render a decision. No proxy votes will be allowed.

11. Review Board decisions are administrative in nature. As such courtroom rules of evidence shall not apply. However, the Review Board Chair may limit or discard evidence that he or she finds is not material and relevant.

12. The parties to a Review Board proceeding shall file and exchange documentary evidence at least seven (7) days before a Review Board proceeding. The Chair may, at the Chair's discretion, exclude evidence that is not timely filed and served on the other party(ies).

13. A simple majority vote of a quorum of Review Board members shall determine the recommendation on matters under consideration. The Tax Assessor-Collector's Fraud Investigations Division, or his or her designee, shall present the case to the Review Board and carry the burden of proof. The standard of proof shall be by a preponderance of the evidence.

14. A quorum of the Review Board may draft and approve other procedural rules that are not inconsistent with this section or other law. Any such rules must be published on the Hidalgo County website and made available to the public in print form upon request.

15. All decisions related to license appeals or protests shall be subject to final review and determination by the Hidalgo County Tax Assessor-Collector. The Hidalgo County Tax Assessor-Collector shall send disposition of the appeal to the person by registered or certified mail. If the Tax Assessor-Collector does not reinstate the license, any adverse action stayed by the appeal will be reinstated.

Exemptions

1. The following persons and their agents are exempt from the licensing and other requirements described in this section:
    A. a franchised motor vehicle dealer or independent motor vehicle dealer who holds a general distinguishing number issued by the department under Texas Transportation Code Chapter 503;
    B. a vehicle lessor holding a license issued by the Motor Vehicle Board under Chapter 2301, Texas Occupations Code, or a trust or other entity that is specifically not required to obtain a lessor license under §2301.254(a), Texas Occupations Code; and
    C. a vehicle lease facilitator holding a license issued by the Motor Vehicle Board under Chapter 2301, Texas Occupations Code.

The Tax Assessor-Collector may require title service license holders and title service runners to attend an annual training to orient such licensees to this section, Texas law, and the Tax Assessor-Collector's policies under this section. Failure to attend the training may result in discipline under this section.

The Tax Assessor-Collector may authorize other policies and procedures that are not inconsistent with this section or other law and to the extent authorized by law.

Pablo (Paul) Villarreal Jr. PCC
Hidalgo County Tax Assessor-Collector
Earliest possible date of adoption: December 1, 2015
For further information, please call: (956) 318-2158

SUBCHAPTER E. MOTOR VEHICLE TITLE SERVICES

Sec. 520.051. DEFINITIONS. In this subchapter:

(1) "Motor vehicle" has the meaning assigned by Section 501.002.

(2) "Motor vehicle title service" means any person that for compensation directly or indirectly assists other persons in obtaining title documents by submitting, transmitting, or sending applications for title documents to the appropriate government agencies.

(3) "Title documents" means motor vehicle title applications, motor vehicle registration renewal applications, motor vehicle mechanic's lien title applications, motor vehicle storage lien title applications, motor vehicle temporary registration permits, motor vehicle title application transfers occasioned by the death of the title holder, or notifications under Chapter 683 of this code or Chapter 70, Property Code.

(4) "Title service license holder" means a person who holds a motor vehicle title service license or a title service runner's license.

(5) "Title service record" means the written or electronic record for each transaction in which a motor vehicle title service receives compensation.

(6) "Title service runner" means any person employed by a licensed motor vehicle title service to submit or present title documents to the county tax assessor-collector.

Added by Acts 1999, 76th Leg., ch. 1478, Sec. 2, eff. Sept. 1, 1999.
Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1296 (H.B. 2357), Sec. 236, eff. January 1, 2012.

Sec. 520.052. APPLICABILITY. This subchapter applies to any motor vehicle title service operating in a county:

(1) that has a population of more than 500,000; or

(2) in which the commissioners court by order has adopted this subchapter.

Added by Acts 1999, 76th Leg., ch. 1478, Sec. 2, eff. Sept. 1, 1999. Amended by Acts 2003, 78th Leg., ch. 448, Sec. 1, eff. Sept. 1, 2003.

Sec. 520.053. LICENSE REQUIRED. A person may not act as a motor vehicle title service or act as an agent for that business unless that person holds a license issued under this subchapter.

Added by Acts 1999, 76th Leg., ch. 1478, Sec. 2, eff. Sept. 1, 1999.

Sec. 520.054. GENERAL LICENSE APPLICATION REQUIREMENTS. (a) An applicant for a motor vehicle title service license must apply on a form prescribed by the county tax assessor-collector. The application form must be signed by the applicant and accompanied by the application fee.

(b) An application must include:

(1) the applicant's name, business address, and business telephone number;

(2) the name under which the applicant will do business;

(3) the physical address of each office from which the applicant will conduct business;

(4) a statement indicating whether the applicant has previously applied for a license under this subchapter, the result of the previous application, and whether the applicant has ever been the holder of a license under this subchapter that was revoked or suspended;

(5) information from the applicant as required by the county tax assessor-collector to establish the business reputation and character of the applicant;

(6) the applicant's federal tax identification number;

(7) the applicant's state sales tax number; and

(8) any other information required by rules adopted under this subchapter.

Added by Acts 1999, 76th Leg., ch. 1478, Sec. 2, eff. Sept. 1, 1999.

Sec. 520.055. APPLICATION REQUIREMENTS: CORPORATION. In addition to the information required in Section 520.054, an applicant

for a motor vehicle title service license that intends to engage in business as a corporation shall submit the following information:

(1) the state of incorporation;

(2) the name, address, date of birth, and social security number of each of the principal owners and directors of the corporation;

(3) information about each officer and director as required by the county tax assessor-collector to establish the business reputation and character of the applicant; and

(4) a statement indicating whether an employee, officer, or director has been refused a motor vehicle title service license or a title service runner's license or has been the holder of a license that was revoked or suspended.

Added by Acts 1999, 76th Leg., ch. 1478, Sec. 2, eff. Sept. 1, 1999.

Sec. 520.056. APPLICATION REQUIREMENTS: PARTNERSHIP. In addition to the information required in Section 520.054, a motor vehicle title service license applicant that intends to engage in business as a partnership shall submit an application that includes the following information:

(1) the name, address, date of birth, and social security number of each partner;

(2) information about each partner as required by the county tax assessor-collector to establish the business reputation and character of the applicant; and

(3) a statement indicating whether a partner or employee has been refused a motor vehicle title service license or a title service runner's license or has been the holder of a license that was revoked or suspended.

Added by Acts 1999, 76th Leg., ch. 1478, Sec. 2, eff. Sept. 1, 1999.

Sec. 520.057. RECORDS. (a) A holder of a motor vehicle title service license shall maintain records as required by this section on a form prescribed and made available by the county tax assessor-collector for each transaction in which the license holder receives

compensation. The records shall include:

(1) the date of the transaction;

(2) the name, age, address, sex, driver's license number, and a legible photocopy of the driver's license for each customer; and

(3) the license plate number, vehicle identification number, and a legible photocopy of proof of financial responsibility for the motor vehicle involved.

(b) A motor vehicle title service shall keep:

(1) two copies of all records required under this section for at least two years after the date of the transaction;

(2) legible photocopies of any documents submitted by a customer; and

(3) legible photocopies of any documents submitted to the county tax assessor-collector.

Added by Acts 1999, 76th Leg., ch. 1478, Sec. 2, eff. Sept. 1, 1999.

Sec. 520.058. INSPECTION OF RECORDS. A motor vehicle title service license holder or any of its employees shall allow an inspection of records required under Section 520.057 by a peace officer on the premises of the motor vehicle title service at any reasonable time to verify, check, or audit the records.

Added by Acts 1999, 76th Leg., ch. 1478, Sec. 2, eff. Sept. 1, 1999.

Sec. 520.059. DENIAL, SUSPENSION, OR REVOCATION OF LICENSE. (a) The county tax assessor-collector may deny, suspend, revoke, or reinstate a license issued under this subchapter.

(b) The county tax assessor-collector shall adopt rules that establish grounds for the denial, suspension, revocation, or reinstatement of a license and rules that establish procedures for disciplinary action. Procedures issued under this subchapter are subject to Chapter 2001, Government Code.

(c) A person whose license is revoked may not apply for a new license before the first anniversary of the date of the revocation.

(d) A license may not be issued under a fictitious name that is similar to or may be confused with the name of a governmental

entity or that is deceptive or misleading to the public.

Added by Acts 1999, 76th Leg., ch. 1478, Sec. 2, eff. Sept. 1, 1999.

Sec. 520.060. LICENSE RENEWAL. (a) A license issued under this subchapter expires on the first anniversary of the date of issuance and may be renewed annually on or before the expiration date on payment of the required renewal fee.

(b) A person who is otherwise eligible to renew a license may renew an unexpired license by paying to the county tax assessor-collector before the expiration date of the license the required renewal fee. A person whose license has expired may not engage in activities that require a license until the license has been renewed under this section.

(c) If a person's license has been expired for 90 days or less, the person may renew the license by paying to the county tax assessor-collector 1-1/2 times the required renewal fee.

(d) If a person's license has been expired for longer than 90 days but less than one year, the person may renew the license by paying to the county tax assessor-collector two times the required renewal fee.

(e) If a person's license has been expired for one year or longer, the person may not renew the license. The person may obtain a new license by complying with the requirements and procedures for obtaining an original license.

(f) Notwithstanding Subsection (e), if a person was licensed in this state, moved to another state, and has been doing business in the other state for the two years preceding application, the person may renew an expired license. The person must pay to the county tax assessor-collector a fee that is equal to two times the required renewal fee for the license.

(g) Before the 30th day preceding the date on which a person's license expires, the county tax assessor-collector shall notify the person of the impending expiration. The notice must be in writing and sent to the person's last known address according to the records of the county tax assessor-collector.

Added by Acts 1999, 76th Leg., ch. 1478, Sec. 2, eff. Sept. 1, 1999.

Sec. 520.061. CRIMINAL PENALTY. (a) A person commits an offense if the person violates this subchapter or a rule adopted by the county tax assessor-collector under this subchapter.

(b) An offense under this section is a Class A misdemeanor.

Added by Acts 1999, 76th Leg., ch. 1478, Sec. 2, eff. Sept. 1, 1999.

Sec. 520.062. INJUNCTION. (a) A district attorney of the county in which the motor vehicle title service is located may bring an action to enjoin the operation of a motor vehicle title service if the motor vehicle title service license holder or a runner of the motor vehicle title service while in the scope of the runner's employment is convicted of more than one offense under this subchapter.

(b) If the court grants relief under Subsection (a), the court may:

(1) enjoin the person from maintaining or participating in the business of a motor vehicle title service for a period of time as determined by the court; or

(2) declare the place where the person's business is located to be closed for any use relating to the business of the motor vehicle title service for as long as the person is enjoined from participating in that business.

Added by Acts 1999, 76th Leg., ch. 1478, Sec. 2, eff. Sept. 1, 1999.

Sec. 520.063. EXEMPTIONS. The following persons and their agents are exempt from the licensing and other requirements established by this subchapter:

(1) a franchised motor vehicle dealer or independent motor vehicle dealer who holds a general distinguishing number issued by the department under Chapter 503;

(2) a vehicle lessor holding a license issued by the Motor Vehicle Board under Chapter 2301, Occupations Code, or a trust or other entity that is specifically not required to obtain a lessor license under Section 2301.254(a) of that code; and

(3) a vehicle lease facilitator holding a license issued by the Motor Vehicle Board under Chapter 2301, Occupations Code.

Added by Acts 1999, 76th Leg., ch. 1478, Sec. 2, eff. Sept. 1, 1999. Amended by Acts 2003, 78th Leg., ch. 1276, Sec. 14A.832, eff. Sept. 1, 2003.

Santos Castilleja

From: Erin D. Thorn [erin.thorn@da.co.hidalgo.tx.us]
Sent: Monday, December 07, 2015 4:29 PM
To: Santos Castilleja
Cc: victor garza; David Garza
Subject: Re: Request to Publish Title Service rules with the Secretary of State

Dear Mr. Castilleja,

Our office is in receipt of the Motor Vehicle Title Service Licensing Rules. I have reviewed this document and the District Attorney's Office approves as to form.

Please do not hesitate to reach out with any further questions or comments.

Best,

Erin D. Thorn
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney Hidalgo County, Texas 100 N. Closner RM 303 Edinburg, Texas 78539
(956) 292-7609 EXT. 8182
(956) 318-2079 FAX
erin.thorn@da.co.hidalgo.tx.us

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****

----- Original Message -----
From: "Santos Castilleja" <santos.castilleja@hidalgocountytax.org>
To: "Erin D. Thorn" <erin.thorn@da.co.hidalgo.tx.us>
Cc: "ricardo rodriguez" <ricardo.rodriguez@da.co.hidalgo.tx.us>, "josephine ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>, "victor garza" <victor.garza@da.co.hidalgo.tx.us>, "Paul Villarreal" <paul.villarreal@hidalgocountytax.org>, "Paul Villarreal" <pv@hidalgoad.org>, "Eva Mireles" <eva.mireles@hidalgocountytax.org>, "Martin Cepeda" <martin.cepeda@hidalgocountytax.org>, "Guillermo Palacios" <guillermo.palacios@hidalgocountytax.org>

Sent: Friday, December 4, 2015 4:13:31 PM
Subject: Request to Publish Title Service rules with the Secretary of State

December 04, 2015

The Honorable Ricardo Rodriguez

Hidalgo County District Attorney

100 N. Closner Rm. 303

Edinburg, TX 78539

Attn: Erin D. Thorn, Civil Division

Subj: Request to Publish Title Service rules with the Secretary of State

Dear Erin D. Thorn,

As allowed under Texas Transportation code Chapter 520 SubChapter E. entitled Motor Vehicle Title Services, rules have been created and reviewed to be presented to the Secretary of State. The Secretary of State requires 30 days notice of our intentions before it adopts any proposed rules. The rules will then be filed in the Texas register and will begin to take effect after the date on which the proposed rules are published in the Texas Administrative Code. A copy of these rules is enclosed.

We are requesting legal approval to proceed with this requirement to adopt rules of practice and allow for public participation in the rulemaking process to license motor vehicle title services and runners.

If legal approval is received, we will add the following item to the agenda for approval by the Hidalgo County Commissioner's Court.

Caption:

Presentation for discussion, consideration, acceptance and approval to publish in the register of the Secretary of State the proposed rules that would state the nature and requirements of all available formal and informal procedures to license motor vehicle title services and runners.

Background:

This program is a tool to investigate and prosecute auto theft cases. It will prevent the passing of false titles, insurance documents and supporting documentation that allow fraudulent registration and transfer of stolen vehicles. This will allow our office to provide a transaction trail that is readily available for law enforcement. We will be able to better identify who authorized, prepared and presented the paperwork to the tax office.

Once notice of intent is presented to our Commissioners, we will forward the proposed rules for public comment to the Secretary of States' website. If you have any concerns or questions, please feel free to call our office at 956-289-7458.

Sincerely,

Santos Castilleja III

Motor Vehicle Manager

Hidalgo County Tax Office

Department of Auto License & Registration

PO Box 2099, 2804 S. Bus. Hwy. 281

Edinburg, TX 78540-2099

Tel: (956) 289-7458

Fax: (956) 318-2191

santos.castilleja@hidalgocountytax.org

SC/gp/dg

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AI-52692

Sheriff's Office 10. A.

CC - REGULAR
Meeting Date: 01/05/2016
Submitted By: Maria Del Rosario Gonzalez,
SHERIFF DEPT.
Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office - LBSP FY16 (1284):
1. Authorization and approval to accept the Local Border Security Program (LBSP) FY16 grant.
2. Authorization for County Judge, as authorized official, to electronically sign grant award form and related documents.
3. Authorization to pay overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues as certified by the County Auditor for the Local Border Security Program FY 2016 (LBSP-16).
5. Approval to appropriate the budget for the LBSP-16 grant award in the amount of $175,000.00.

BACKGROUND

1. Authorization to apply for LBSP-16 (AI-51267) approved by Commissioners' Court on 9/15/15.
2. Grant Award Number: 2996101
3. Grant Period: October 1, 2015 to August 31, 2016.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1284-421-00-280-080-6-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

County fiscal/calendar year: 6
Grant fiscal year: 16
Account fiscal year: 6

Expenditure Account: 6-1284-421-00-280-080-6-XXX
Revenue Account 6-1284-334-10-280-080-6-000

Note: No matching funds are required. The LBSP Grant will only cover Overtime, FICA, Retirement, Unemployment Comp, and Workers Comp fringe benefits. All other fringes will be charged to the Sheriff's Budget (Account# 6-1100-421-00-280-001-0-XXX).

Attachments

Backup LBSP 2016

appropriation
COR

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/17/2015 08:15 AM
Budget & Management	Veronica Ortiz	12/21/2015 03:49 PM
Dina Trevino	Veronica Ortiz	12/28/2015 03:29 PM
Manuel Chapa	Manuel Chapa	12/30/2015 08:33 AM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 12/16/2015 10:42 AM

Final Approval Date: 01/01/2016

***** PREVIEW - Statement of Grant Award (SOGA) - PREVIEW *****

The Statement of Grant Award is your official notice of award from the Governor's Homeland Security Grants Division (HSGD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Texas Government Code, Chapter 783, Uniform Grant and Contract Management; and the Texas Uniform Grant Management Standards (UGMS) that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a subrecipient, the more restrictive requirement applies. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grantee Responsibilities Memo, the Comprehensive Certifications and Assurance Form, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2996101	**Award Amount:**	$175,000.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	**Grantee Cash Match:**	$0.00
Grant Period:	10/01/2015 - 08/31/2016	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2016	**Total Project Cost:**	$175,000.00
Program Fund:	BL-Local Border Security Program (LBSP)		
Grantee Name:	Hidalgo County		
Project Title:	Local Border Security Program-Sheriff's Office		
Grant Manager:	Debbie Jacaman		
DUNS Number:	103110834		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2016-BP-ST-0016
Total Federal Award/State Funds Appropriated:	$5,100,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	Grants for local law enforcement agencies to support Operation Border Star. The grant funds may also support the humane processing of remains of undocumented migrants, when specifically awarded for that purpose.

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
Costs for vehicle fuel are allowable only for the hours officers are working on grant-paid overtime. Vehicle maintenance costs must be prorated to show the use of vehicles for regular law enforcement duties and the use of vehicles while officers are working grant-paid overtime patrols. Only actual vehicle expenses supported by invoiced gas, oil, and maintenance expenses may be reimbursed under this grant. Please retain all receipts and be prepared to make available upon request.	11/6/2015		☐	☐

GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://eGrants.gov.texas.gov and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Subrecipient Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer HSGD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

Aimee Snoddy
Director
Homeland Security Grants Division

GOVERNOR GREG ABBOTT

To: HSGD Grant Recipient
From: Aimee Snoddy, Director Homeland Security Grants Division
Contact: (512) 463-1919
Reference: Subrecipient Responsibilities

Congratulations on your grant award from Governor Greg Abbott's Homeland Security Grants Division (HSGD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at https://eGrants.gov.texas.gov.

SECTION I: APPLICABLE TO ALL HSGD SUBRECIPIENTS

Requirements for Grants - Subrecipients shall comply with all applicable federal, state, and local laws and regulations applicable to this Grant including but not limited those noted as standard Comprehensive Certifications and Assurances (See Attachment A); 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Texas Government Code, Chapter 783, Uniform Grant and Contract Management; and the Texas Uniform Grants Management Standards (UGMS) available at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. HSGD reserves the right to add additional responsibilities and requirements, with or without advance notice to subrecipients.

Performance Standards – The subrecipient shall perform all activities entered into eGrants which are approved by HSGD. In the event the subrecipient fails to implement the activities approved by HSGD or comply with any provision of this Grant, the subrecipient may be liable to HSGD for an amount not to exceed the award amount and may be prohibited from applying for or receiving additional funds for other grant programs administered by the Governor's Office until repayment to HSGD is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant.

Performance Period - The performance period for this Grant is listed on the Statement of Grant Award. All goods must be obligated and all services must be received within the performance period. HSGD will not be obligated to reimburse expenses incurred after the performance period.

Liquidation Period - The liquidation date is 90 calendar days after the grant end date, unless otherwise noted in the original grant award or a grant adjustment. Funds **not** obligated by the end of the grant period and **not** expended by the liquidation date will revert to HSGD.

Financial Reporting – Financial Status Reports must be submitted to HSGD via eGrants. Financial status reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter regardless of when the Grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to HSGD on or before the grant liquidation date or funds will lapse and HSGD will provide them as grants to others who need the funding.

Close Out – HSGD will close-out the grant award when it determines that all applicable administrative actions and all required work of the Grant have been completed by the subrecipient.

- The subrecipient must submit all financial, performance, and other reports as required by the terms and conditions of the grant award. Submission of the final Financial Status Report will initiate grant close out with HSGD.
- The subrecipient must promptly refund any balances of unobligated cash that the HSGD paid in advance or paid and that are not authorized to be retained by the subrecipient for use in other projects.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports or through Advance Payment Requests. Upon HSGD approval of the Financial Status Report or Advance Payment Request, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income (GPI) – Any income generated as a direct result of the grant activities must be reported to HSGD through the Financial Status Report and grant adjustment processes. Program income must be used to offset project costs unless prior approval is granted allowing a supplement to project costs. Program income must be expended prior to seeking payments from HSGD and must be accounted and used for the purposes of the grant activities as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by HSGD.

Project Changes – Subrecipients may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Property Management and Inventory - Equipment purchased with grant funds must be used for the purpose of the Grant and as approved by HSGD. An inventory report must be kept on file

containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

- At least every two (2) years, subrecipients must take a physical inventory and reconcile the results with property records.
- Subrecipients must maintain property/inventory records which, at minimum, 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.
- Subrecipients must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.
- The subrecipient must account for any real and personal property acquired with grant funds or received from the Federal Government in accordance with 2 C.F.R. 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the subrecipient, according to the requirements listed herein, and provided to HSGD upon request, if applicable.
- When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA or HSGD, you must make proper disposition of the equipment pursuant to 2 C.F.R. 200.313 and/or the Uniform Grant Management Standards (UGMS), as applicable.

Fidelity Bond – Each nonprofit corporation receiving funds from HSGD must obtain and have on file a blanket fidelity bond that indemnifies HSGD against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the HSGD grant period.

Required Notifications – Subrecipients must immediately notify HSGD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Subrecipients must notify the local prosecutor's office of any possible criminal violations. Subrecipients must immediately notify HSGD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the subrecipient must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to HSGD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a subrecipient based on race, color, national origin, sex, age, or handicap, the subrecipient agrees to immediately forward a copy of the judgment or order to HSGD.

Project Effectiveness – Subrecipients should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Subrecipients must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Subrecipients must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by HSGD, or its designee. To remain eligible for funding, the subrecipient must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Subrecipients must readily make available to the Governor's Office or its agents all requested records. The Governor's Office may make unannounced monitoring visits at any time. The subrecipient must make every effort to resolve all issues, findings, or actions identified within the time frame specified by the Governor's Office.

For Fiscal Years Beginning Before December 26, 2014 Subrecipients expending over $500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at http://www.whitehouse.gov/omb/circulars/index.html and the State Single Audit Circular issued under UGMS at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. Subrecipients must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the subrecipient receives the audit results or nine months after the end of the audit period, whichever is earlier.

For Fiscal Years Beginning On or After December 26, 2014 Subrecipients expending over $750,000 in state or federal grant funds during the fiscal year are subject to 2 CFR, Part 200, Subpart F – Audit Requirements http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl and the State Single Audit Circular issued under UGMS at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. Subrecipients must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with 2 CFR, Part 200, Subpart F – Audit Requirements or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the Subrecipient receives the audit results or nine months after the end of the audit period, whichever is earlier

Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the Grant, and civil or criminal penalties. Refer to the Guide to Grants at https://eGrants.gov.texas.gov/updates.aspx for additional information on supplanting.

Conflict of Interest – Subrecipients should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Subrecipients must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods.

- When contractual or equipment procurement is anticipated to be in excess of $150,000, subrecipients must submit a Procurement Questionnaire https://eGrants.gov.texas.gov/updates.aspx to HSGD for approval prior to procurement. Subrecipients must ensure these contracts address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
- When contractual or equipment procurement is anticipated to be in excess of $10,000, subrecipients must address termination for cause and for convenience by the subrecipient including the manner by which it will be effected and the basis for settlement.
- Prior to contracting with any vendor or subawardee using funds awarded under this Grant, subrecipients must 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/.

Travel – Subrecipients must follow their established policies and good fiscal stewardship related to travel expenses. If the subrecipient does not have established policies regarding in-state and out-of-state travel, the subrecipient must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from HSGD must comply with all requirements for uniform crime reporting and must ensure that prompt reporting will remain current throughout the grant period.

Criminal History Reporting - Entities receiving funds from HSGD must comply with all requirements outlined in the Texas Code of Criminal Procedure, Ch. 60, related to maintaining and reporting criminal history records.

Limited English Proficiency – Subrecipients must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at http://www.lep.gov.

Law Enforcement Programs – Law enforcement programs receiving funds from HSGD must be in compliance with all rules developed by the Texas Commission on Law Enforcement.

Automated License Plate Readers - Subrecipients requesting funds for Automated License Plate Readers (ALPR) must have a written policy regarding use of the ALPR and related data

retention. Subrecipients also must enter into a User Agreement with the Texas Department of Public Safety (DPS), Crime Records Division to gain access to the Texas Automated License Plate Reader (LPR) Database so that data may be shared among all participating local, state, and federal agencies. DPS Crime Records Division will provide written certification of your jurisdiction's participation upon request. Please provide HSGD with a copy of the certification received from DPS Crime Records Division.

28 C.F.R. Part 23 Guidance - Any information technology system funded or supported by these funds must comply with 28 C.F.R. Part 23, *Criminal Intelligence Systems Operating Policies.*

National Information Exchange Model (NIEM) – Subrecipients must use the latest NIEM specifications and guidelines regarding the use of Extensible Markup Language (XML) when using HSGP funds to develop, procure, or implement homeland security information exchanges including systems and databases. Further information about NIEM specifications and guidelines is available at http://www.niem.gov.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the HSGD approved budget, the subrecipient agency has an overtime policy approved by its governing body, and both grant-paid and non-grant paid personnel are treated the same with regards to the application of overtime policy(ies). In addition, in no case is dual compensation allowable. That is, an employee of a subrecipient agency may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a single period of time, even though such work may benefit both activities. Overtime payments issued outside of these guidelines are the responsibility of the subrecipient agency.

Cancellation for Awards - Subrecipients must take reasonable steps to commence project activities upon receiving notice of a grant award:

Commencement Within 60 Days. If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the subrecipient must report by letter to HSGD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

Commencement Within 90 Days. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the subrecipient must submit a second statement to HSGD explaining the implementation delay. Upon receipt of the 90-day letter, HSGD may cancel the project and redistribute the funds to other project areas. HSGD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Subrecipients must immediately notify and provide a copy to HSGD of any Public Information Request received by the agency related to this Grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant funds may not be used to influence the payment, loan, or gift to a person or political organization for a political purpose, or to influence the passage or defeat of legislation.
- Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.
- Subrecipients must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Retention and Accessibility of Records - Subrecipients must maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant 2 CFR 200.333, UGMS, and this Grant.

- Subrecipients must retain these records and any supporting documentation for a minimum of seven (7) 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 related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.
- DHS or HSGD may direct a subrecipient to retain documents for longer periods of time or to transfer certain records to DHS or HSGD custody when DHS or HSGD determines that the records possess long term retention value.
- Subrecipients must give the DHS, the Comptroller General of the United States, the Texas State Auditor's Office, HSGD, 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 subrecipient pertaining to this Grant including records concerning the past use of grant funds. Such rights to access shall continue as long as the records are maintained.

- Subrecipients must include the substance of this Section in all subcontracts.
- Subrecipients must 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.

SECTION II: APPLICABLE TO ALL FEDERALLY FUNDED SUBRECIPIENTS

Federal Notice of Funding Opportunity - All allocations and use of funds under this Grant shall be in accordance with the applicable federal Notice of Funding Opportunity (NOFO) for the Federal Grant Title specified on this Grant.

Acknowledgement of Federal Funding from DHS – All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing project programs funded in whole or in part with Federal funds from the U.S. Department of Homeland Security (DHS).

Emergency Management Plan - During the performance period of this Grant, subrecipients must maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or 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 subrecipient's plan, the subrecipient shall correct deficiencies within 60 calendar days of receiving notice of such deficiencies from TDEM.

Mutual Aid Agreement – During the performance period of this Grant the subrecipient must participate in a legally-adopted county and/or regional mutual aid agreement.

National Incident Management System (NIMS) – During the performance period of this Grant, the subrecipient must implement the NIMS in a manner consistent with the NIMS Implementation Objectives outlined by FEMA at http://www.fema.gov/national-incident-management-system.

Texas Regional Response Network (TRRN) – Subrecipients must be registered users of the TRRN (or other response asset inventory management system specified by HSGD) and shall enter any deployable equipment with a cost of $5,000 or more, purchased with Homeland Security Grant funds into the TRRN (https://www.trrn.state.tx.us).

Environmental and Historical Review – Subrecipients must assess federally funded projects for potential impact to environmental resources and historic properties and submit any required screening form(s) as soon as possible within the deadlines established by HSGD. 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.

Subrecipients must include sufficient review time 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 HSGD will not authorize or release grant funds for non-compliant projects.

- As soon as possible upon receiving this Grant, the subrecipient must provide information to HSGD 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 HSGD 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. Subrecipients must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances. See FEMA Information Bulletin 329.
- Subrecipients 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. Subrecipients 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. The subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered the subrecipient must immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Management and Administration - If this Grant includes funds for management and administration (M&A), the subrecipient must comply with all applicable requirements and limitations with respect to M&A. The subrecipient's M&A shall not exceed 5% of their total project(s).

Personnel Cap - Up to fifty percent (50%) of all federal Homeland Security Grant Program (HSGP) awards 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. Subrecipients 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 HSGD at eGrants@gov.texas.gov. Requests for waivers shall be submitted on official subrecipient letterhead and be signed by the subrecipient's authorized official. Waivers shall contain the information required on page 9 of the FEMA Information Bulletin 379.

SECTION III: APPLICABLE TO FEDERALLY FUNDED OPSG SUBRECIPIENTS:

Subrecipients receiving Operation Stonegarden (OPSG) funds are 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/OPSG Program Office for final review/approval. Official notification of approval will be sent by FEMA via email to HSGD and CBP/BP HQ in Washington, D.C.

- Subrecipients shall develop and submit required operational documents through the border area's Integrated Planning Team.
- Subrecipients 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 the grant performance period.
- Subrecipients intending to spend more than 50 percent of their award on overtime over the course of the performance period, must submit an overtime waiver request through the Integrated Planning Team.
- Subrecipients shall develop and submit Operations Orders for Tactical operational periods to achieve the strategic objectives of the campaign plan.
- Subrecipients shall only initiate tactical operations after the specific Operations Order(s) are approved through the Border Patrol Headquarters and by FEMA, and HSGD has issued an Award or Grant Adjustment Notice (GAN) to the jurisdiction.

SECTION IV: REMEDIES FOR NON-COMPLIANCE

If any subrecipient 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, HSGD may take one or more of the following actions, as appropriate in the circumstances:

- Temporarily withhold cash payments pending correction of the deficiency or more severe enforcement action by HSGD;
- Disallow or deny use of funds for all or part of the cost of the activity or action not in compliance;
- Wholly or partially suspend or terminate this Grant;
- Withhold further awards; or
- Take other remedies that may be legally available.

Subrecipient costs resulting from obligations incurred during a suspension or after termination of this Grant are not allowable unless HSGD expressly authorizes them in the notice of suspension or termination or subsequently.

COMPREHENSIVE CERTIFICATION AND ASSURANCES

The applicant must assure and certify compliance with any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, 2 CFR 200; the Uniform Grant Management Standards (UGMS); and Title 1, Part 1, Chapter 3 of the Texas Administrative Code, that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a subrecipient, the more restrictive requirement applies. ***By accepting the grant award in eGrants, the subrecipient certifies and assures that it complies and will continue to comply with the following:***

1. **LEGAL AUTHORITY** - It possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required. State agencies are not required to adopt a resolution.
2. **DISPLACED PERSONS** - It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions (42 USC §§ 4601 - 4655) which provide for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
3. **POLITICAL ACTIVITY** – It will comply with provisions of Federal law which limit certain political activities of employees of State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC § 1501, et seq.)
4. **FAIR LABOR STANDARDS ACT** - It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 USC §§ 201 - 219) if applicable.
5. **CONFLICT OF INTEREST** - It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. It will comply with Texas Government Code, Section 572, Employment of Former State Officer or Employee of State Agency.
6. **COMPLIANCE REVIEW OR INVESTIGATIONS** – It will cooperate with any compliance review or complaint investigation conducted by the Federal sponsoring agency or the Office of the Governor.
7. **EXAMINATION OF RECORDS** - It will give the sponsoring agency, the Office of the Governor, the State Auditor's Office, or the Comptroller General, through any authorized representative, access to and the right to audit, examine and copy all records, books, papers, or documents related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through subrecipient and the requirement to cooperate is included in any subcontract it awards related to this grant.
8. **REPORTING** – It will submit timely, complete, and accurate reports to the Federal sponsoring agency or Office of the Governor and maintain appropriate backup documentation to support the reports.
9. **COMPLIANCE WITH REQUIREMENTS** - It will comply with all requirements imposed by the Federal sponsoring agency, the Office of the Governor, or the Comptroller General, concerning special requirements of law, program requirements, special reporting, data collection, evaluation requirements, and other administrative requirements.
10. **EPA VIOLATING FACILITIES** - It will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of the project, are not listed in the Environmental Protection Agency's (EPAs) 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.
11. **FLOOD INSURANCE** - It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act (50 USC § 4001), which states that, on or after March 2, 1975, communities must purchase flood insurance, where such insurance is available in those communities. This requirement is a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that had been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
12. **HISTORIC PRESERVATION** - It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 (16 USC § 470), Executive Order 11593 (identification and protection of historic properties), Archeological and Historical Preservation Act of 1974 (16 USC § 469a-1, et seq.), by (a) consulting with the State Historic Preservation Officer (SHPO) on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
13. **NATIONAL ENVIRONMENTAL POLICY ACT** – It will assist the federal grantor agency in its compliance with the National Environmental Policy Act of 1969 (P.L. 91-190, 42 USC 4321-4347, January 1, 1970, 83 Stat. 852) as amended by P.L. 94-52, July 3, 1975, 89 Stat. 258, and P.L. 94-83, August 9, 1975, 89 Stat. 424), by (a) identifying if any of the following activities will be related to the use of grant funds: (1) new construction; (2) minor renovation or remodeling of a property either listed on or eligible for listing on the National Register of Historic Places or located within a 100-year flood plain; (3) a renovation, lease or any proposed use of a building or facility that will either result in a change in its basic prior use or significantly change its size; and (4) implementation of a new program involving the use of chemicals other than chemicals that are purchased as an incidental component of a funded activity and traditionally used, for example, in office, household, recreational, or education environments; and (b) by complying with the following conditions relating to

clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories: (1) provide medical screening of personnel assigned or to be assigned by the subrecipient to the seizure or closure of clandestine methamphetamine laboratories; (2) provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories; (3) as determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment; (4) assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory; (5) utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory; (6) dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities; (7) monitor the transport, disposal, and recycling components of subsections numbered (5) and (6), immediately above, in order to ensure proper compliance; (8) have in place and/or implement any required written agreements with the Texas Department of Protective and Regulatory Services regarding the safety of any minors located at the clandestine laboratory site, the Texas Commission for Environmental Quality, and other entities deemed necessary by the State Administrative Agency.

14. **NONDISCRIMINATION** –
    A. It will comply with all State and Federal statutes relating to nondiscrimination and ensure, in accordance with federal civil rights laws, that the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
    B. It will comply, and all its contractors will comply, with the nondiscrimination requirements which may include the Civil Rights Act of 1964 (42 USC § 2000d); the Civil Rights Act of 1968 (42 USC § 3601 et seq.); the Rehabilitation Act of 1973 (29 USC § 794); the Americans With Disabilities Act (ADA) of 1990 (42 USC § 12131-34); the Education Amendments of 1972 (USC §§ 1681, 1683, 1685-86); Title IX of the Education Amendments of 1972 (Equal Employment in Education Act) (20 USC § 1681 et seq.); the Age Discrimination Act of 1975 (42 USC §§ 6101-07); Titles I, II and III of the Americans with Disabilities Act; the Drug Abuse and Treatment Act of 1972 (PL 92-255); the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (PL 91-616); Sections 523 and 527 of the Public Health Service Act of 1912 (42 USC §§ 290dd-3 and 290ee-3); and 28 CFR 38 (Equal Treatment for Faith-Based Organizations); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations) and Ex. Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations).
    C. If, during the past three years, the subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the subrecipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the U.S. Department of Homeland Security (DHS) awarding office and the DHS Office of Civil Rights and Civil Liberties.
    D. In the event of 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 the subrecipient, or the subrecipient settles a case or matter alleging such discrimination, subrecipients must forward a copy of the complaint and findings to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
15. **LIMITED ENGLISH PROFICIENCY**- It will comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, subrecipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a subrecipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.
16. **ACTIVITIES CONDUCTED ABROAD** – It will ensure 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.
17. **PERSONALLY IDENTIFIABLE INFORMATION (PII)** – If subrecipient collects PII it will have a publically-available privacy policy that describes what PII it collects, how it uses the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate.
18. **COPYRIGHT** – It will affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, 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.)
19. **DEBARMENT AND SUSPENSION** – It will comply with Executive Orders 12549 and 12689 that requires "a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)", in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties

declared ineligible under statutory or regulatory authority other than Executive Order 12549. The subrecipient certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

20. **DUPLICATION OF BENEFITS** – It will comply with 2 CFR 200.405, which provides that any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.
21. **ENERGY POLICY AND CONSERVATION ACT** – It will comply with the requirements of 42 USC § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this act.
22. **FALSE CLAIMS ACT AND PROGRAM FRAUD CIVIL REMEDIES** – It will comply with the requirements of 31 USC § 3729 which set forth that no subrecipient of federal payments shall submit a false claim for payment. See also 38 USC § 3801-3812 which details the administrative remedies for false claims and statements made.
23. **FEDERAL DEBT STATUS** – It is non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.
24. **FLY AMERICA ACT OF 1974** – It will comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 42 USC § 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 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.
25. **HOTEL AND MOTEL FIRE SAFETY ACT OF 1990** – In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990,* 15 USC § 2225a, it will ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974, as amended,* 15 USC §2225.
26. **PATENTS AND INTELLECTUAL PROPERTY RIGHTS** – Unless otherwise provided by law, subrecipients are subject to the Bayh-Dole Act, PL No 96-517, as amended, and codified in 35 USC § 200 et seq. It will comply with the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 CFR Part 401) and the standard patent rights clause in 37 CFR § 401.14.
27. **PROCUREMENT OF RECOVERED MATERIALS** – It will comply with Section 6002 of the Solid Waste Disposal acts amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the hi9ghest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
28. **SAFECOM** – If emergency communications equipment is provided under the grant, it will comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
29. **TERRORIST FINANCING E.O. 13224** – It will comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of subrecipients to ensure compliance with the E.O. and laws.
30. **TRAFFICKING VICTIMS PROTECTION ACT OF 2000** – It will 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 USC § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, *Federal Register,* Volume 72, No. 218, November 13, 2007. Full text of the award term is provided at 2 CFR § 175.15.
31. **UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)** – It will maintain the currency of the information in the SAM until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 CFR Part 25.
32. **USA PATRIOT ACT OF 2001** – It will 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 USC §§ 175-175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.
33. **USE OF DHS SEAL, LOGO AND FLAGS** – It will obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
34. **WHISTLEBLOWER PROTECTION ACT** – It will comply with the statutory requirements for whistleblower protections (if applicable) at 10 USC 2409, 41 USC 4712, 10 USC 2324, and 41 USC 4304 and 4310.
35. **PROTECTION OF HUMAN SUBJECTS** – It will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that subrecipients comply with applicable provisions/law for the protection of human subjects for purposes of research. It will 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 CFR 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 CFR Part 46.

36. **COASTAL BARRIERS** - It will comply with the provisions of the Coastal Barrier Resources Act (16 USC § 3501, et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
37. **SUPPLANTING PROHIBITION** - It will use funds to supplement existing funds for program activities and may not replace (supplant) non-Federal funds that have been appropriated for the same purpose. The applicant understands that potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this Program, suspension or debarment from Federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.
38. **TAXES** – It will comply with all State and Federal laws and are solely responsible for filing all required State and Federal tax forms.
39. **GRANT ADMINISTRATION** - It will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant, including these standard assurances, are met.
40. **PUBLIC INFORMATION** - It will ensure 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.
41. **CHILD SUPPORT PAYMENTS** – It will comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
42. **SUSPECTED CHILD ABUSE** - It will comply with Section 261.101 of the Texas Family Code, 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. It will also ensure that all program personnel are properly trained and aware of this requirement.
43. **RELATIVES** - It 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.
44. **OPEN MEETINGS** - If the applicant is a governmental entity, it will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically excluded in the Texas Constitution.
45. **HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY** - If the applicant is a health and human services agency or public safety or law enforcement agency, it will not contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
46. **HIV/AIDS WORKPLACE GUIDELINES** – It will 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.
47. **LAW ENFORCEMENT AGENCY** - If the applicant is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, it will not expend any grant funds for this grant unless it is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.
48. **POLITICAL POLLING PROHIBITED** – It will not subgrant to any entity or expend funds for political polling. This prohibition regarding political polling does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.
49. **LIMITATIONS ON GRANTS TO UNITS OF LOCAL GOVERNMENT** - Grant funds may not be expended by 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, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and 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, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and subrecipient 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, which requires subrecipient to make every effort to attain key performance target levels associated with this Grant, 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, which requires that this Grant may only be expended if subrecipient timely completes and files its reports.
50. **EQUAL EMPLOYMENT OPPORTUNITY**- It will comply with the requirement that except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
51. **DAVIS-BACON ACT** – It will comply with the *Davis-Bacon Act*, as amended (40 U.S.C. 3141-3148) that states when required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by subrecipients

must include a provision for compliance with the *Davis-Bacon Act* (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The subrecipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The subrecipient must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the *Copeland "Anti-Kickback" Act* (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The subrecipient must report all suspected or reported violations to the Federal awarding agency.

52. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** - Where applicable, it will comply with the requirement that all contracts awarded by the subrecipient in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
53. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," it will comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
54. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT** – If subrecipient receives grants in excess of $150,000, it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
55. **TEXAS PUBLIC INFORMATION ACT; CONFIDENTIAL INFORMATION** - It acknowledges that the State, OOG, and this grant are subject to the Texas Public Information Act, Texas Government Code Chapter 552, (the "PIA"). Subrecipient acknowledges that the OOG will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. The subrecipient acknowledges that information created or exchanged in connection with this grant is subject to the PIA, and subrecipient agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to the OOG or State. The subrecipient will cooperate with OOG in the production of documents or information responsive to a request for information. Information provided by or on behalf of subrecipient under, pursuant to, or in connection with this grant that the subrecipient considers proprietary, financial, or trade secret information (collectively "Confidential Information") shall be designated as such when it is provided to OOG or State or any other entity in accordance with this grant. OOG agrees to notify subrecipient in writing within a reasonable time from receipt of a request for information covering subrecipient's Confidential Information. OOG will make a determination whether to submit a Public Information Act request to the Attorney General. The subrecipient agrees to maintain the confidentiality of information received from the OOG or State during the performance of this grant, including information which discloses confidential personal information particularly, but not limited to, personally identifying information, personal financial information and social security numbers. Subrecipient will notify OOG within twenty-four (24) hours of receipt of any third party requests for information that was provided to the subrecipient by the OOG or the State.
56. **FUNDING LIMITATION** - It agrees that nothing in this grant will be interpreted to create an obligation or liability of the OOG in excess of the funds delineated in this grant. Subrecipient agrees that funding for this grant is subject to the actual receipt by the OOG of grant funds appropriated to the OOG. Subrecipient agrees that the grant funds, if any, received from the OOG may be limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OOG for the purpose of this grant. Subrecipient agrees that notwithstanding any other provision of this grant, if the OOG is not appropriated the funds or if the OOG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OOG for this grant program are required to be reallocated to fund other federal or state programs or purposes, the OOG is not liable to pay the subrecipient any remaining balance on this grant.
57. **NO WAIVER OF SOVEREIGN IMMUNITY** - It agree that no provision of this grant is in any way intended to constitute a waiver by the OOG, its officers, employees, agents, or contractors or the State of Texas of any immunities from suit or from liability that the OOG or the State of Texas may have by operation of law.
58. **INDEPENDENT CONTRACTOR STATUS** - It agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of subrecipient be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OOG or the State of Texas. Subrecipient is not a "governmental body" by virtue of receipt of grant funds under this Contract. Likewise, the persons identified by subrecipient as meeting the Created Job Target or Baseline are not state employees by virtue of this Contract. All persons furnished, used, retained, or hired by or on behalf of subrecipient or any of subrecipient's contractors shall be

considered to be solely the employees or agents of subrecipient or subrecipient's contractors. Subrecipient or subrecipient's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law. Subrecipient agrees to take such steps as may be necessary to ensure that each contractor of subrecipient will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of the OOG or the State of Texas. Subrecipient is responsible for all types of claims whatsoever due to actions or performance under this Contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties.

59. **GOVERNING LAW; VENUE** –This Contract is made and entered into in the State of Texas. This Contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements. Except where state law establishes mandatory venue, subrecipient agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. Subrecipient hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that subrecipient is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.
60. **COMPLIANCE WITH LICENSING, PERMITTING AND REGULATORY BODIES** - Subrecipient certifies that it has obtained all licenses, certifications, permits and authorizations necessary to perform its obligations under this Contract, without costs to the OOG. Subrecipient shall comply with any applicable federal, state, county, local and municipal laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations, in connection with its obligations under this Contract. Subrecipient certifies that it currently is in good standing with all licensing, permitting or regulatory bodies that regulate any or all aspects of subrecipient's business or operations. Subrecipient agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.
61. **CHAPTER 2260 OF THE TEXAS GOVERNMENT CODE** – Subrecipient agrees the dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by the Parties to attempt to resolve any claim for breach of this Contract made by subrecipient. Subrecipient's claims for breach of this Contract that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, subrecipient shall submit written notice to the OOG's contact. Said notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. Compliance by subrecipient with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code. The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is subrecipient's sole and exclusive process for seeking a remedy for any and all alleged breaches of this Contract by the OOG if the Parties are unable to otherwise informally resolve their disputes. Compliance with the contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. Neither the execution of this Contract by OOG nor any other conduct of any representative of OOG relating to this Contract shall be considered a waiver of sovereign immunity. The submission, processing, and resolution of subrecipient's claim is governed by the OOG's published rules, if any. If no OOG rules have been published, then Title 1, Chapter 155 of the Texas Administrative Code, shall govern.
62. **INDEMNITY AND HOLD HARMLESS** - SUBRECIPIENT AGREES TO INDEMNIFY AND HOLD HARMLESS THE OOG, THE STATE OF TEXAS AND ITS EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS OR SUITS WHATSOEVER, INCLUDING ANY LITIGATION COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN SUBRECIPIENT'S PERFORMANCE UNDER THIS GRANT. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH OOG AND THE OFFICE OF THE ATTORNEY GENERAL WHEN THE OOG, THE STATE OF TEXAS OR ITS EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS AND/OR DESIGNEES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OOG AND THE OFFICE OF THE ATTORNEY GENERAL. SUBRECIPIENT AND THE OOG AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIMS.
63. **DRUG-FREE WORKPLACE** – It will comply with drug-free workplace requirements in Subpart B of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).
64. **LOBBYING** – The applicant certifies that:
    a. It will not use grant 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 approval of the Governor's Office.
    b. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify the Governor's Office to obtain the appropriate disclosure form.
    c. It will comply with 31 USC § 1352, as applicable, which provides that none of the funds provided under an award may be expended by the subrecipient 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,
    d. It will include the language of paragraphs A., B. and C. of this Section in the award documents for all sub-awards at all tiers and will require all subrecipients to certify accordingly.

DATE: December 18, 2015

DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra

DEPARTMENT NAME: Local Border Security Program FY2016(LBSP-16)

ACCOUNT NUMBER: 6-1284-421-00-280-080-6-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
6-1284-421-00-280-080-6-	131 - Overtime pay	132,293.70
6-1284-421-00-280-080-6-	220 - FICA	10,120.47
6-1284-421-00-280-080-6-	230 - Retirement	13,970.22
6-1284-421-00-280-080-6-	250 - Unemployment Comp.	793.76
6-1284-421-00-280-080-6-	260 - Worker's Comp.	4,127.56
6-1284-421-00-280-080-6-	581 - In county employee travel	13,694.29
	TOTAL APPROPRIATIONS	175,000.00
6-1284-334-10-280-080-6-000	Local Border Security Program FY2015 (LBSP-15)	175,000.00
	TOTAL REVENUES	175,000.00

REASON: **To appropriate budget for Local Border Security Program FY 2016 to fund overtime, FICA, Retirement, Unemployment Comp., Worker's Comp., and operational costs.**

Funding period is October 1, 2015 to August 31, 2016.

SAA Award Number: 2016-BP-ST-0016

DEPARTMENT HEAD SIGNATURE

/ /

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

COUNTY of HIDALGO

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

EDINBURG, TEXAS 78539

December 30, 2015

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, 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 office of the governor's homeland security grants division (HSGD). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$175,000.00	Local Border Security Program (LBSP FY2016) Award No. 2996101

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

1/4/16
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY 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-52692 **Sheriff's Office** **15. A.**

CC - REGULAR

Meeting Date: 01/05/2016

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office - LBSP FY16 (1284):
1. Authorization and approval to accept the Local Border Security Program (LBSP) FY16 grant.
2. Authorization for County Judge, as authorized official, to electronically sign grant award form and related documents.
3. Authorization to pay overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues as certified by the County Auditor for the Local Border Security Program FY 2016 (LBSP-16).
5. Approval to appropriate the budget for the LBSP-16 grant award in the amount of $175,000.00.

BACKGROUND

1. Authorization to apply for LBSP-16 (AI-51267) approved by Commissioners' Court on 9/15/15.
2. Grant Award Number: 2996101
3. Grant Period: October 1, 2015 to August 31, 2016.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1284-421-00-280-080-6-XXX

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

BUDGETARY IMPACT:

County fiscal/calendar year: 6
Grant fiscal year: 16
Account fiscal year: 6

Expenditure Account: 6-1284-421-00-280-080-6-XXX
Revenue Account 6-1284-334-10-280-080-6-000

Note: No matching funds are required. The LBSP Grant will only cover Overtime, FICA, Retirement, Unemployment Comp, and Workers Comp fringe benefits. All other fringes will be charged to the Sheriff's Budget (Account# 6-1100-421-00-280-001-0-XXX).

Attachments

Backup LBSP 2016 appropriation

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/17/2015 08:15 AM
Budget & Management	Veronica Ortiz	12/21/2015 03:49 PM
Dina Trevino	Veronica Ortiz	12/28/2015 03:29 PM
Manuel Chapa	Manuel Chapa	12/30/2015 08:33 AM
Auditor's Office		
Purchasing Department		
Form Started By: Maria Del Rosario Gonzalez		Started On: 12/16/2015 10:42 AM

Hector Sandoval

From: Rosie Gonzalez [rosieg@hidalgoso.org]
Sent: Thursday, December 17, 2015 4:24 PM
To: 'Hector Sandoval'
Subject: Certification of Revenues LBSP FY2016 Sheriffs Office

Importance: High

Good afternoon Hector,

Would you please complete a Certification of Revenues for the LBSP FY 2016 Award Incentive.
Account # 6-1284-421-00-280-080-6-XXX.

The agenda item is AI #52692.

Should you have any questions or need additional information, feel free lo contact me.

Thanks,

Rosie Gonzalez
Accountant III
Hidalgo County Sheriff's Office
711 El Cibolo Rd.
Edinburg, TX 78542
Main: (956) 383-8114
Office: (956) 292-2950
Fax: (956) 393-6027
email: rosieg@hidalgoso.org

GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://eGrants.gov.texas.gov and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Subrecipient Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer HSGD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

Aimee Snoddy
Director
Homeland Security Grants Division

***** PREVIEW - Statement of Grant Award (SOGA) - PREVIEW *****

The Statement of Grant Award is your official notice of award from the Governor's Homeland Security Grants Division (HSGD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Texas Government Code, Chapter 783, Uniform Grant and Contract Management; and the Texas Uniform Grant Management Standards (UGMS) that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a subrecipient, the more restrictive requirement applies. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grantee Responsibilities Memo, the Comprehensive Certifications and Assurance Form, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2996101	**Award Amount:**	$175,000.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	**Grantee Cash Match:**	$0.00
Grant Period:	10/01/2015 - 08/31/2016	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2016	**Total Project Cost:**	$175,000.00
Program Fund:	BL-Local Border Security Program (LBSP)		
Grantee Name:	Hidalgo County		
Project Title:	Local Border Security Program-Sheriff's Office		
Grant Manager:	Debbie Jacaman		
DUNS Number:	103110834		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2016-BP-ST-0016
Total Federal Award/State Funds Appropriated:	$5,100,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	Grants for local law enforcement agencies to support Operation Border Star. The grant funds may also support the humane processing of remains of undocumented migrants, when specifically awarded for that purpose.

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
Costs for vehicle fuel are allowable only for the hours officers are working on grant-paid overtime. Vehicle maintenance costs must be prorated to show the use of vehicles for regular law enforcement duties and the use of vehicles while officers are working grant-paid overtime patrols. Only actual vehicle expenses supported by invoiced gas, oil, and maintenance expenses may be reimbursed under this grant. Please retain all receipts and be prepared to make available upon request.	11/6/2015			

GOVERNOR GREG ABBOTT

To: HSGD Grant Recipient
From: Aimee Snoddy, Director Homeland Security Grants Division
Contact: (512) 463-1919
Reference: Subrecipient Responsibilities

Congratulations on your grant award from Governor Greg Abbott's Homeland Security Grants Division (HSGD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at https://eGrants.gov.texas.gov.

SECTION I: APPLICABLE TO ALL HSGD SUBRECIPIENTS

Requirements for Grants - Subrecipients shall comply with all applicable federal, state, and local laws and regulations applicable to this Grant including but not limited those noted as standard Comprehensive Certifications and Assurances (See Attachment A); 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Texas Government Code, Chapter 783, Uniform Grant and Contract Management; and the Texas Uniform Grants Management Standards (UGMS) available at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. HSGD reserves the right to add additional responsibilities and requirements, with or without advance notice to subrecipients.

Performance Standards – The subrecipient shall perform all activities entered into eGrants which are approved by HSGD. In the event the subrecipient fails to implement the activities approved by HSGD or comply with any provision of this Grant, the subrecipient may be liable to HSGD for an amount not to exceed the award amount and may be prohibited from applying for or receiving additional funds for other grant programs administered by the Governor's Office until repayment to HSGD is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant.

Performance Period - The performance period for this Grant is listed on the Statement of Grant Award. All goods must be obligated and all services must be received within the performance period. HSGD will not be obligated to reimburse expenses incurred after the performance period.

Liquidation Period - The liquidation date is 90 calendar days after the grant end date, unless otherwise noted in the original grant award or a grant adjustment. Funds **not** obligated by the end of the grant period and **not** expended by the liquidation date will revert to HSGD.

Financial Reporting – Financial Status Reports must be submitted to HSGD via eGrants. Financial status reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter regardless of when the Grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to HSGD on or before the grant liquidation date or funds will lapse and HSGD will provide them as grants to others who need the funding.

Close Out – HSGD will close-out the grant award when it determines that all applicable administrative actions and all required work of the Grant have been completed by the subrecipient.

- The subrecipient must submit all financial, performance, and other reports as required by the terms and conditions of the grant award. Submission of the final Financial Status Report will initiate grant close out with HSGD.
- The subrecipient must promptly refund any balances of unobligated cash that the HSGD paid in advance or paid and that are not authorized to be retained by the subrecipient for use in other projects.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports or through Advance Payment Requests. Upon HSGD approval of the Financial Status Report or Advance Payment Request, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income (GPI) – Any income generated as a direct result of the grant activities must be reported to HSGD through the Financial Status Report and grant adjustment processes. Program income must be used to offset project costs unless prior approval is granted allowing a supplement to project costs. Program income must be expended prior to seeking payments from HSGD and must be accounted and used for the purposes of the grant activities as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by HSGD.

Project Changes – Subrecipients may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Property Management and Inventory - Equipment purchased with grant funds must be used for the purpose of the Grant and as approved by HSGD. An inventory report must be kept on file

containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

- At least every two (2) years, subrecipients must take a physical inventory and reconcile the results with property records.
- Subrecipients must maintain property/inventory records which, at minimum, 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.
- Subrecipients must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.
- The subrecipient must account for any real and personal property acquired with grant funds or received from the Federal Government in accordance with 2 C.F.R. 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the subrecipient, according to the requirements listed herein, and provided to HSGD upon request, if applicable.
- When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA or HSGD, you must make proper disposition of the equipment pursuant to 2 C.F.R. 200.313 and/or the Uniform Grant Management Standards (UGMS), as applicable.

Fidelity Bond – Each nonprofit corporation receiving funds from HSGD must obtain and have on file a blanket fidelity bond that indemnifies HSGD against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the HSGD grant period.

Required Notifications – Subrecipients must immediately notify HSGD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Subrecipients must notify the local prosecutor's office of any possible criminal violations. Subrecipients must immediately notify HSGD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the subrecipient must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to HSGD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a subrecipient based on race, color, national origin, sex, age, or handicap, the subrecipient agrees to immediately forward a copy of the judgment or order to HSGD.

Project Effectiveness – Subrecipients should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Subrecipients must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Subrecipients must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by HSGD, or its designee. To remain eligible for funding, the subrecipient must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Subrecipients must readily make available to the Governor's Office or its agents all requested records. The Governor's Office may make unannounced monitoring visits at any time. The subrecipient must make every effort to resolve all issues, findings, or actions identified within the time frame specified by the Governor's Office.

For Fiscal Years Beginning Before December 26, 2014 Subrecipients expending over $500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at http://www.whitehouse.gov/omb/circulars/index.html and the State Single Audit Circular issued under UGMS at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. Subrecipients must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the subrecipient receives the audit results or nine months after the end of the audit period, whichever is earlier.

For Fiscal Years Beginning On or After December 26, 2014 Subrecipients expending over $750,000 in state or federal grant funds during the fiscal year are subject to 2 CFR, Part 200, Subpart F – Audit Requirements http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl and the State Single Audit Circular issued under UGMS at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. Subrecipients must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with 2 CFR, Part 200, Subpart F – Audit Requirements or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the Subrecipient receives the audit results or nine months after the end of the audit period, whichever is earlier

Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the Grant, and civil or criminal penalties. Refer to the Guide to Grants at https://eGrants.gov.texas.gov/updates.aspx for additional information on supplanting.

Conflict of Interest – Subrecipients should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Subrecipients must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods.

- When contractual or equipment procurement is anticipated to be in excess of $150,000, subrecipients must submit a Procurement Questionnaire https://eGrants.gov.texas.gov/updates.aspx to HSGD for approval prior to procurement. Subrecipients must ensure these contracts address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
- When contractual or equipment procurement is anticipated to be in excess of $10,000, subrecipients must address termination for cause and for convenience by the subrecipient including the manner by which it will be effected and the basis for settlement.
- Prior to contracting with any vendor or subawardee using funds awarded under this Grant, subrecipients must 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/.

Travel – Subrecipients must follow their established policies and good fiscal stewardship related to travel expenses. If the subrecipient does not have established policies regarding in-state and out-of-state travel, the subrecipient must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from HSGD must comply with all requirements for uniform crime reporting and must ensure that prompt reporting will remain current throughout the grant period.

Criminal History Reporting - Entities receiving funds from HSGD must comply with all requirements outlined in the Texas Code of Criminal Procedure, Ch. 60, related to maintaining and reporting criminal history records.

Limited English Proficiency – Subrecipients must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at http://www.lep.gov.

Law Enforcement Programs – Law enforcement programs receiving funds from HSGD must be in compliance with all rules developed by the Texas Commission on Law Enforcement.

Automated License Plate Readers - Subrecipients requesting funds for Automated License Plate Readers (ALPR) must have a written policy regarding use of the ALPR and related data

retention. Subrecipients also must enter into a User Agreement with the Texas Department of Public Safety (DPS), Crime Records Division to gain access to the Texas Automated License Plate Reader (LPR) Database so that data may be shared among all participating local, state, and federal agencies. DPS Crime Records Division will provide written certification of your jurisdiction's participation upon request. Please provide HSGD with a copy of the certification received from DPS Crime Records Division.

28 C.F.R. Part 23 Guidance - Any information technology system funded or supported by these funds must comply with 28 C.F.R. Part 23, *Criminal Intelligence Systems Operating Policies.*

National Information Exchange Model (NIEM) – Subrecipients must use the latest NIEM specifications and guidelines regarding the use of Extensible Markup Language (XML) when using HSGP funds to develop, procure, or implement homeland security information exchanges including systems and databases. Further information about NIEM specifications and guidelines is available at http://www.niem.gov.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the HSGD approved budget, the subrecipient agency has an overtime policy approved by its governing body, and both grant-paid and non-grant paid personnel are treated the same with regards to the application of overtime policy(ies). In addition, in no case is dual compensation allowable. That is, an employee of a subrecipient agency may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a single period of time, even though such work may benefit both activities. Overtime payments issued outside of these guidelines are the responsibility of the subrecipient agency.

Cancellation for Awards - Subrecipients must take reasonable steps to commence project activities upon receiving notice of a grant award:

> **Commencement Within 60 Days.** If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the subrecipient must report by letter to HSGD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.
>
> **Commencement Within 90 Days.** If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the subrecipient must submit a second statement to HSGD explaining the implementation delay. Upon receipt of the 90-day letter, HSGD may cancel the project and redistribute the funds to other project areas. HSGD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Subrecipients must immediately notify and provide a copy to HSGD of any Public Information Request received by the agency related to this Grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant funds may not be used to influence the payment, loan, or gift to a person or political organization for a political purpose, or to influence the passage or defeat of legislation.
- Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.
- Subrecipients must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Retention and Accessibility of Records - Subrecipients must maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant 2 CFR 200.333, UGMS, and this Grant.

- Subrecipients must retain these records and any supporting documentation for a minimum of seven (7) 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 related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.
- DHS or HSGD may direct a subrecipient to retain documents for longer periods of time or to transfer certain records to DHS or HSGD custody when DHS or HSGD determines that the records possess long term retention value.
- Subrecipients must give the DHS, the Comptroller General of the United States, the Texas State Auditor's Office, HSGD, 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 subrecipient pertaining to this Grant including records concerning the past use of grant funds. Such rights to access shall continue as long as the records are maintained.

- Subrecipients must include the substance of this Section in all subcontracts.
- Subrecipients must 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.

SECTION II: APPLICABLE TO ALL FEDERALLY FUNDED SUBRECIPIENTS

Federal Notice of Funding Opportunity - All allocations and use of funds under this Grant shall be in accordance with the applicable federal Notice of Funding Opportunity (NOFO) for the Federal Grant Title specified on this Grant.

Acknowledgement of Federal Funding from DHS – All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing project programs funded in whole or in part with Federal funds from the U.S. Department of Homeland Security (DHS).

Emergency Management Plan - During the performance period of this Grant, subrecipients must maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or 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 subrecipient's plan, the subrecipient shall correct deficiencies within 60 calendar days of receiving notice of such deficiencies from TDEM.

Mutual Aid Agreement – During the performance period of this Grant the subrecipient must participate in a legally-adopted county and/or regional mutual aid agreement.

National Incident Management System (NIMS) – During the performance period of this Grant, the subrecipient must implement the NIMS in a manner consistent with the NIMS Implementation Objectives outlined by FEMA at http://www.fema.gov/national-incident-management-system.

Texas Regional Response Network (TRRN) – Subrecipients must be registered users of the TRRN (or other response asset inventory management system specified by HSGD) and shall enter any deployable equipment with a cost of $5,000 or more, purchased with Homeland Security Grant funds into the TRRN (https://www.trrn.state.tx.us).

Environmental and Historical Review – Subrecipients must assess federally funded projects for potential impact to environmental resources and historic properties and submit any required screening form(s) as soon as possible within the deadlines established by HSGD. 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.

Subrecipients must include sufficient review time 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 HSGD will not authorize or release grant funds for non-compliant projects.

- As soon as possible upon receiving this Grant, the subrecipient must provide information to HSGD 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 HSGD 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. Subrecipients must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances. See FEMA Information Bulletin 329.
- Subrecipients 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. Subrecipients 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. The subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered the subrecipient must immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Management and Administration - If this Grant includes funds for management and administration (M&A), the subrecipient must comply with all applicable requirements and limitations with respect to M&A. The subrecipient's M&A shall not exceed 5% of their total project(s).

Personnel Cap - Up to fifty percent (50%) of all federal Homeland Security Grant Program (HSGP) awards 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. Subrecipients 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 HSGD at eGrants@gov.texas.gov. Requests for waivers shall be submitted on official subrecipient letterhead and be signed by the subrecipient's authorized official. Waivers shall contain the information required on page 9 of the FEMA Information Bulletin 379.

SECTION III: APPLICABLE TO FEDERALLY FUNDED OPSG SUBRECIPIENTS:

Subrecipients receiving Operation Stonegarden (OPSG) funds are 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/OPSG Program Office for final review/approval. Official notification of approval will be sent by FEMA via email to HSGD and CBP/BP HQ in Washington, D.C.

- Subrecipients shall develop and submit required operational documents through the border area's Integrated Planning Team.
- Subrecipients 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 the grant performance period.
- Subrecipients intending to spend more than 50 percent of their award on overtime over the course of the performance period, must submit an overtime waiver request through the Integrated Planning Team.
- Subrecipients shall develop and submit Operations Orders for Tactical operational periods to achieve the strategic objectives of the campaign plan.
- Subrecipients shall only initiate tactical operations after the specific Operations Order(s) are approved through the Border Patrol Headquarters and by FEMA, and HSGD has issued an Award or Grant Adjustment Notice (GAN) to the jurisdiction.

SECTION IV: REMEDIES FOR NON-COMPLIANCE

If any subrecipient 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, HSGD may take one or more of the following actions, as appropriate in the circumstances:

- Temporarily withhold cash payments pending correction of the deficiency or more severe enforcement action by HSGD;
- Disallow or deny use of funds for all or part of the cost of the activity or action not in compliance;
- Wholly or partially suspend or terminate this Grant;
- Withhold further awards; or
- Take other remedies that may be legally available.

Subrecipient costs resulting from obligations incurred during a suspension or after termination of this Grant are not allowable unless HSGD expressly authorizes them in the notice of suspension or termination or subsequently.

COMPREHENSIVE CERTIFICATION AND ASSURANCES

The applicant must assure and certify compliance with any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, 2 CFR 200; the Uniform Grant Management Standards (UGMS); and Title 1, Part 1, Chapter 3 of the Texas Administrative Code, that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a subrecipient, the more restrictive requirement applies. ***By accepting the grant award in eGrants, the subrecipient certifies and assures that it complies and will continue to comply with the following:***

1. **LEGAL AUTHORITY** - It possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required. State agencies are not required to adopt a resolution.
2. **DISPLACED PERSONS** - It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions (42 USC §§ 4601 - 4655) which provide for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
3. **POLITICAL ACTIVITY** – It will comply with provisions of Federal law which limit certain political activities of employees of State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC § 1501, et seq.)
4. **FAIR LABOR STANDARDS ACT** - It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 USC §§ 201 - 219) if applicable.
5. **CONFLICT OF INTEREST** - It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. It will comply with Texas Government Code, Section 572, Employment of Former State Officer or Employee of State Agency.
6. **COMPLIANCE REVIEW OR INVESTIGATIONS** – It will cooperate with any compliance review or complaint investigation conducted by the Federal sponsoring agency or the Office of the Governor.
7. **EXAMINATION OF RECORDS** - It will give the sponsoring agency, the Office of the Governor, the State Auditor's Office, or the Comptroller General, through any authorized representative, access to and the right to audit, examine and copy all records, books, papers, or documents related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through subrecipient and the requirement to cooperate is included in any subcontract it awards related to this grant.
8. **REPORTING** – It will submit timely, complete, and accurate reports to the Federal sponsoring agency or Office of the Governor and maintain appropriate backup documentation to support the reports.
9. **COMPLIANCE WITH REQUIREMENTS** - It will comply with all requirements imposed by the Federal sponsoring agency, the Office of the Governor, or the Comptroller General, concerning special requirements of law, program requirements, special reporting, data collection, evaluation requirements, and other administrative requirements.
10. **EPA VIOLATING FACILITIES** - It will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of the project, are not listed in the Environmental Protection Agency's (EPAs) 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.
11. **FLOOD INSURANCE** - It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act (50 USC § 4001), which states that, on or after March 2, 1975, communities must purchase flood insurance, where such insurance is available in those communities. This requirement is a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that had been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
12. **HISTORIC PRESERVATION** - It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 (16 USC § 470), Executive Order 11593 (identification and protection of historic properties), Archeological and Historical Preservation Act of 1974 (16 USC § 469a-1, et seq.), by (a) consulting with the State Historic Preservation Officer (SHPO) on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
13. **NATIONAL ENVIRONMENTAL POLICY ACT** – It will assist the federal grantor agency in its compliance with the National Environmental Policy Act of 1969 (P.L. 91-190, 42 USC 4321-4347, January 1, 1970, 83 Stat. 852) as amended by P.L. 94-52, July 3, 1975, 89 Stat. 258, and P.L. 94-83, August 9, 1975, 89 Stat. 424), by (a) identifying if any of the following activities will be related to the use of grant funds: (1) new construction; (2) minor renovation or remodeling of a property either listed on or eligible for listing on the National Register of Historic Places or located within a 100-year flood plain; (3) a renovation, lease or any proposed use of a building or facility that will either result in a change in its basic prior use or significantly change its size; and (4) implementation of a new program involving the use of chemicals other than chemicals that are purchased as an incidental component of a funded activity and traditionally used, for example, in office, household, recreational, or education environments; and (b) by complying with the following conditions relating to

clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories: (1) provide medical screening of personnel assigned or to be assigned by the subrecipient to the seizure or closure of clandestine methamphetamine laboratories; (2) provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories; (3) as determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment; (4) assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory; (5) utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory; (6) dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities; (7) monitor the transport, disposal, and recycling components of subsections numbered (5) and (6), immediately above, in order to ensure proper compliance; (8) have in place and/or implement any required written agreements with the Texas Department of Protective and Regulatory Services regarding the safety of any minors located at the clandestine laboratory site, the Texas Commission for Environmental Quality, and other entities deemed necessary by the State Administrative Agency.

14. NONDISCRIMINATION –
    A. It will comply with all State and Federal statutes relating to nondiscrimination and ensure, in accordance with federal civil rights laws, that the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
    B. It will comply, and all its contractors will comply, with the nondiscrimination requirements which may include the Civil Rights Act of 1964 (42 USC § 2000d); the Civil Rights Act of 1968 (42 USC § 3601 et seq.); the Rehabilitation Act of 1973 (29 USC § 794); the Americans With Disabilities Act (ADA) of 1990 (42 USC § 12131-34); the Education Amendments of 1972 (USC §§ 1681, 1683, 1685-86); Title IX of the Education Amendments of 1972 (Equal Employment in Education Act) (20 USC § 1681 et seq.); the Age Discrimination Act of 1975 (42 USC §§ 6101-07); Titles I, II and III of the Americans with Disabilities Act; the Drug Abuse and Treatment Act of 1972 (PL 92-255); the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (PL 91-616); Sections 523 and 527 of the Public Health Service Act of 1912 (42 USC §§ 290dd-3 and 290ee-3); and 28 CFR 38 (Equal Treatment for Faith-Based Organizations); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations) and Ex. Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations).
    C. If, during the past three years, the subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the subrecipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the U.S. Department of Homeland Security (DHS) awarding office and the DHS Office of Civil Rights and Civil Liberties.
    D. In the event of 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 the subrecipient, or the subrecipient settles a case or matter alleging such discrimination, subrecipients must forward a copy of the complaint and findings to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
15. LIMITED ENGLISH PROFICIENCY- It will comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, subrecipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a subrecipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.
16. ACTIVITIES CONDUCTED ABROAD – It will ensure 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.
17. PERSONALLY IDENTIFIABLE INFORMATION (PII) – If subrecipient collects PII it will have a publically-available privacy policy that describes what PII it collects, how it uses the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate.
18. COPYRIGHT – It will affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, 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.)
19. DEBARMENT AND SUSPENSION – It will comply with Executive Orders 12549 and 12689 that requires "a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)", in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties

declared ineligible under statutory or regulatory authority other than Executive Order 12549. The subrecipient certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

20. DUPLICATION OF BENEFITS – It will comply with 2 CFR 200.405, which provides that any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.
21. ENERGY POLICY AND CONSERVATION ACT – It will comply with the requirements of 42 USC § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this act.
22. FALSE CLAIMS ACT AND PROGRAM FRAUD CIVIL REMEDIES – It will comply with the requirements of 31 USC § 3729 which set forth that no subrecipient of federal payments shall submit a false claim for payment. See also 38 USC § 3801-3812 which details the administrative remedies for false claims and statements made.
23. FEDERAL DEBT STATUS – It is non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.
24. FLY AMERICA ACT OF 1974 – It will comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 42 USC § 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 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.
25. HOTEL AND MOTEL FIRE SAFETY ACT OF 1990 – In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 USC § 2225a, it will ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974, as amended*, 15 USC §2225.
26. PATENTS AND INTELLECTUAL PROPERTY RIGHTS – Unless otherwise provided by law, subrecipients are subject to the Bayh-Dole Act, PL No 96-517, as amended, and codified in 35 USC § 200 et seq. It will comply with the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 CFR Part 401) and the standard patent rights clause in 37 CFR § 401.14.
27. PROCUREMENT OF RECOVERED MATERIALS – It will comply with Section 6002 of the Solid Waste Disposal acts amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the hi9ghest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
28. SAFECOM – If emergency communications equipment is provided under the grant, it will comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
29. TERRORIST FINANCING E.O. 13224 – It will comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of subrecipients to ensure compliance with the E.O. and laws.
30. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 – It will 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 USC § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, *Federal Register*, Volume 72, No. 218, November 13, 2007. Full text of the award term is provided at 2 CFR § 175.15.
31. UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM) – It will maintain the currency of the information in the SAM until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 CFR Part 25.
32. USA PATRIOT ACT OF 2001 – It will 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 USC §§ 175-175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.
33. USE OF DHS SEAL, LOGO AND FLAGS – It will obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
34. WHISTLEBLOWER PROTECTION ACT – It will comply with the statutory requirements for whistleblower protections (if applicable) at 10 USC 2409, 41 USC 4712, 10 USC 2324, and 41 USC 4304 and 4310.
35. PROTECTION OF HUMAN SUBJECTS – It will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that subrecipients comply with applicable provisions/law for the protection of human subjects for purposes of research. It will 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 CFR 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 CFR Part 46.

36. COASTAL BARRIERS - It will comply with the provisions of the Coastal Barrier Resources Act (16 USC § 3501, et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
37. SUPPLANTING PROHIBITION - It will use funds to supplement existing funds for program activities and may not replace (supplant) non-Federal funds that have been appropriated for the same purpose. The applicant understands that potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this Program, suspension or debarment from Federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.
38. TAXES – It will comply with all State and Federal laws and are solely responsible for filing all required State and Federal tax forms.
39. GRANT ADMINISTRATION - It will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant, including these standard assurances, are met.
40. PUBLIC INFORMATION - It will ensure 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.
41. CHILD SUPPORT PAYMENTS – It will comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
42. SUSPECTED CHILD ABUSE - It will comply with Section 261.101 of the Texas Family Code, 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. It will also ensure that all program personnel are properly trained and aware of this requirement.
43. RELATIVES - It 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.
44. OPEN MEETINGS - If the applicant is a governmental entity, it will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically excluded in the Texas Constitution.
45. HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY - If the applicant is a health and human services agency or public safety or law enforcement agency, it will not contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
46. HIV/AIDS WORKPLACE GUIDELINES – It will 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.
47. LAW ENFORCEMENT AGENCY - If the applicant is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, it will not expend any grant funds for this grant unless it is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.
48. POLITICAL POLLING PROHIBITED – It will not subgrant to any entity or expend funds for political polling. This prohibition regarding political polling does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.
49. LIMITATIONS ON GRANTS TO UNITS OF LOCAL GOVERNMENT - Grant funds may not be expended by 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, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and 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, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and subrecipient 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, which requires subrecipient to make every effort to attain key performance target levels associated with this Grant, 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, which requires that this Grant may only be expended if subrecipient timely completes and files its reports.
50. EQUAL EMPLOYMENT OPPORTUNITY- It will comply with the requirement that except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
51. DAVIS-BACON ACT – It will comply with the *Davis-Bacon Act*, as amended (40 U.S.C. 3141-3148) that states when required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by subrecipients

must include a provision for compliance with the *Davis-Bacon Act* (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The subrecipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The subrecipient must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the *Copeland "Anti-Kickback" Act* (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The subrecipient must report all suspected or reported violations to the Federal awarding agency.

52. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - Where applicable, it will comply with the requirement that all contracts awarded by the subrecipient in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

53. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," it will comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

54. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT – If subrecipient receives grants in excess of $150,000, it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

55. TEXAS PUBLIC INFORMATION ACT; CONFIDENTIAL INFORMATION - It acknowledges that the State, OOG, and this grant are subject to the Texas Public Information Act, Texas Government Code Chapter 552, (the "PIA"). Subrecipient acknowledges that the OOG will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. The subrecipient acknowledges that information created or exchanged in connection with this grant is subject to the PIA, and subrecipient agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to the OOG or State. The subrecipient will cooperate with OOG in the production of documents or information responsive to a request for information. Information provided by or on behalf of subrecipient under, pursuant to, or in connection with this grant that the subrecipient considers proprietary, financial, or trade secret information (collectively "Confidential Information") shall be designated as such when it is provided to OOG or State or any other entity in accordance with this grant. OOG agrees to notify subrecipient in writing within a reasonable time from receipt of a request for information covering subrecipient's Confidential Information. OOG will make a determination whether to submit a Public Information Act request to the Attorney General. The subrecipient agrees to maintain the confidentiality of information received from the OOG or State during the performance of this grant, including information which discloses confidential personal information particularly, but not limited to, personally identifying information, personal financial information and social security numbers. Subrecipient will notify OOG within twenty-four (24) hours of receipt of any third party requests for information that was provided to the subrecipient by the OOG or the State.

56. FUNDING LIMITATION - It agrees that nothing in this grant will be interpreted to create an obligation or liability of the OOG in excess of the funds delineated in this grant. Subrecipient agrees that funding for this grant is subject to the actual receipt by the OOG of grant funds appropriated to the OOG. Subrecipient agrees that the grant funds, if any, received from the OOG may be limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OOG for the purpose of this grant. Subrecipient agrees that notwithstanding any other provision of this grant, if the OOG is not appropriated the funds or if the OOG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OOG for this grant program are required to be reallocated to fund other federal or state programs or purposes, the OOG is not liable to pay the subrecipient any remaining balance on this grant.

57. NO WAIVER OF SOVEREIGN IMMUNITY - It agree that no provision of this grant is in any way intended to constitute a waiver by the OOG, its officers, employees, agents, or contractors or the State of Texas of any immunities from suit or from liability that the OOG or the State of Texas may have by operation of law.

58. INDEPENDENT CONTRACTOR STATUS - It agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of subrecipient be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OOG or the State of Texas. Subrecipient is not a "governmental body" by virtue of receipt of grant funds under this Contract. Likewise, the persons identified by subrecipient as meeting the Created Job Target or Baseline are not state employees by virtue of this Contract. All persons furnished, used, retained, or hired by or on behalf of subrecipient or any of subrecipient's contractors shall be

considered to be solely the employees or agents of subrecipient or subrecipient's contractors. Subrecipient or subrecipient's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law. Subrecipient agrees to take such steps as may be necessary to ensure that each contractor of subrecipient will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of the OOG or the State of Texas. Subrecipient is responsible for all types of claims whatsoever due to actions or performance under this Contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties.

59. GOVERNING LAW; VENUE –This Contract is made and entered into in the State of Texas. This Contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements. Except where state law establishes mandatory venue, subrecipient agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. Subrecipient hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that subrecipient is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.
60. COMPLIANCE WITH LICENSING, PERMITTING AND REGULATORY BODIES - Subrecipient certifies that it has obtained all licenses, certifications, permits and authorizations necessary to perform its obligations under this Contract, without costs to the OOG. Subrecipient shall comply with any applicable federal, state, county, local and municipal laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations, in connection with its obligations under this Contract. Subrecipient certifies that it currently is in good standing with all licensing, permitting or regulatory bodies that regulate any or all aspects of subrecipient's business or operations. Subrecipient agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.
61. CHAPTER 2260 OF THE TEXAS GOVERNMENT CODE – Subrecipient agrees the dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by the Parties to attempt to resolve any claim for breach of this Contract made by subrecipient. Subrecipient's claims for breach of this Contract that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, subrecipient shall submit written notice to the OOG's contact. Said notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. Compliance by subrecipient with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code. The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is subrecipient's sole and exclusive process for seeking a remedy for any and all alleged breaches of this Contract by the OOG if the Parties are unable to otherwise informally resolve their disputes. Compliance with the contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. Neither the execution of this Contract by OOG nor any other conduct of any representative of OOG relating to this Contract shall be considered a waiver of sovereign immunity. The submission, processing, and resolution of subrecipient's claim is governed by the OOG's published rules, if any. If no OOG rules have been published, then Title 1, Chapter 155 of the Texas Administrative Code, shall govern.
62. INDEMNITY AND HOLD HARMLESS - SUBRECIPIENT AGREES TO INDEMNIFY AND HOLD HARMLESS THE OOG, THE STATE OF TEXAS AND ITS EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS OR SUITS WHATSOEVER, INCLUDING ANY LITIGATION COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN SUBRECIPIENT'S PERFORMANCE UNDER THIS GRANT. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH OOG AND THE OFFICE OF THE ATTORNEY GENERAL WHEN THE OOG, THE STATE OF TEXAS OR ITS EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS AND/OR DESIGNEES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OOG AND THE OFFICE OF THE ATTORNEY GENERAL. SUBRECIPIENT AND THE OOG AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIMS.
63. DRUG-FREE WORKPLACE – It will comply with drug-free workplace requirements in Subpart B of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).
64. LOBBYING – The applicant certifies that:
    a. It will not use grant 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 approval of the Governor's Office.
    b. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify the Governor's Office to obtain the appropriate disclosure form.
    c. It will comply with 31 USC § 1352, as applicable, which provides that none of the funds provided under an award may be expended by the subrecipient 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.
    d. It will include the language of paragraphs A., B. and C. of this Section in the award documents for all sub-awards at all tiers and will require all subrecipients to certify accordingly.

DATE: December 18, 2015

DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra

DEPARTMENT NAME: Local Border Security Program FY2016(LBSP-16)

ACCOUNT NUMBER: 6-1284-421-00-280-080-6-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
6-1284-421-00-280-080-6-	131 - Overtime pay	132,293.70
6-1284-421-00-280-080-6-	220 - FICA	10,120.47
6-1284-421-00-280-080-6-	230 - Retirement	13,970.22
6-1284-421-00-280-080-6-	250 - Unemployment Comp.	793.76
6-1284-421-00-280-080-6-	260 - Worker's Comp.	4,127.56
6-1284-421-00-280-080-6-	581 - In county employee travel	13,694.29
	TOTAL APPROPRIATIONS	175,000.00
6-1284-334-10-280-080-6-000	Local Border Security Program FY2015 (LBSP-15)	175,000.00
	TOTAL REVENUES	175,000.00

REASON: **To appropriate budget for Local Border Security Program FY 2016 to fund overtime, FICA, Retirement, Unemployment Comp., Worker's Comp., and operational costs.**

Funding period is October 1, 2015 to August 31, 2016.

SAA Award Number: 2016-BP-ST-0016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-52725 Sheriff's Office 10. B.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of Interlocal Cooperation Agreement for Shooting Range Use/Training between the Hidalgo County Sheriff's Office and Texas Alcohol Beverage Commission.
2. Authorization for County Judge, as authorized official, and County Sheriff to sign two original documents.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

TABC.Interlocal.Agreement

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	12/21/2015 10:26 AM
Budget & Management	Veronica Ortiz	12/21/2015 04:05 PM
Manuel Chapa	Manuel Chapa	12/23/2015 03:56 PM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Emilia Uriegas Started On: 12/21/2015 10:14 AM

Final Approval Date: 01/01/2016

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

July 13, 2015

Texas Alcohol Beverage Commission
6521 North 10th
McAllen, Texas 78504

Re: Interlocal Agreement for Shooting Range Use/Training

Dear Lt. Mario Villarreal:

Please review the enclosed Interlocal Agreement for the utilization of our Hidalgo County Sheriff' Office Shooting Range. This agreement has been reviewed by our legal office and will become effective once signed by all parties involved. Once reviewed and signed, please return accordingly.

Please feel free to contact Division Chief Gabriel Castaneda at (956) 393-6003 with any questions or concerns.

Respectfully,

J.E. "Eddie" Guerra
Hidalgo County Sheriff

711 El Cibolo Road • P.O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

Hidalgo County Sheriff's Office
Shooting Range Use and Training Agreement Addendum

1. The Texas Alcohol Beverage Commission (TABC), is a State agency.
2. By entering into this agreement, TABC asserts that this is not a waiver of sovereign immunity in any way and all rights allowed for sovereign and official immunity is still preserved by TABC.

COUNTY OF HIDALGO, TEXAS:

By: _____ _____
Ramon Garcia, County Judge Date

HIDALGOCOUNTYSHERIFF

By: _____ _____
J.E. "Eddie" Guerra, Sheriff Date

ATTEST:

By: _____ _____
Arturo Guajardo, Jr., County Clerk Date

STATE AGENCY:

By: Sherry K. Cook 11/30/15
Date

Approved as to form:

Office of Criminal District Attorney,
Hidalgo County, Texas

By: _____ 12/17/15
Josephine Ramirez Solis, Assistant DA Date

STATE OF TEXAS

COUNTY OF HIDALGO

INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN THE COUNTY OF HIDALGO, TEXAS BY AND THROUGH THE HIDALGO COUNTY SHERIFF'S OFFICE AND TEXAS ALCOHOL BEVERAGE COMMISSION FOR SHOOTING RANGE USE/TRAINING

This Agreement is entered into, by and between the COUNTY OF HIDALGO, TEXAS (COUNTY) By and Through The HIDALGO COUNTY SHERIFF'S OFFICE (SHERIFF'S OFFICE) and the **TEXAS ALCOHOL BEVERAGE COMMISSION**, hereinafter referred to as LAW ENFORCEMENT AGENCY, pursuant to the authority granted and in compliance with the provisions of the TEXAS INTERLOCAL COOPERATION ACT, (the "Act") Chapter 791, Texas Government Code, as follows:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Inter-local Cooperation Act, provides that any one or more local government entities may contract with each other for the performance of governmental functions and for the joint use of facilities or services for police protection and for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the COUNTY, for the purposes of performing functions of law enforcement through its SHERIFF'S OFFICE, has a shooting range/training facility (RANGE);

WHEREAS, the LAW ENFORCEMENT AGENCY has a need for use of the RANGE which will be utilized in the service of crime prevention and for law enforcement purposes, such as training.

WHEREAS, the SHERIFF'S OFFICE and LAW ENFORCEMENT AGENCY are located in close proximity and have a common law enforcement and crime prevention initiative and close working relations; and

WHEREAS, the SHERIFF'S OFFICE and LAW ENFORCEMENT AGENCY have heretofore entered into this Agreement providing for the facility sharing and use of the RANGE to the LAW ENFORCEMENT AGENCY for law enforcement purposes; and

NOW, THEREFORE, to enhance cooperation amongst local law enforcement agencies and express their mutual commitment to the service of crime prevention and for law enforcement purposes, the SHERIFF'S OFFICE and the LAW ENFORCEMENT AGENCY hereby agree as follows:

1. FACILITY SHARING: the SHERIFF'S OFFICE will share and allow use of its RANGE to the LAW ENFORCEMENT AGENCY for use in training related to law enforcement purposes under the following terms and conditions outlined below.

2. IN CONSIDERATION OF THE FACILITY SHARING: LAW ENFORCEMENT AGENCY further agrees to the following:

   a. The LAW ENFORCEMENT AGENCY agrees to scheduling use of the RANGE at a mutually agreeable time and date.

   b. The LAW ENFORCEMENT AGENCY agrees to abide by the Firearms Range Safety Rules attached hereto and incorporated by reference as Exhibit "A".

   c. The LAW ENFORCEMENT AGENCY ACCEPTS the RANGE facility in "as-is" condition and acknowledges that the COUNTY and SHERIFF'S OFFICE make no warranty in any manner as to the fitness of the facility for any specific purpose.

   d. The RANGE is the property of the COUNTY and SHERIFF'S OFFICE and use of said RANGE is subject to the policies, rules and procedures established by the SHERIFF'S OFFICE.

   e. The LAW ENFORCEMENT AGENCY agrees that the RANGE shall be solely used in the service of crime prevention and for law enforcement purposes, such as training.

   f. The LAW ENFORCEMENT AGENCY shall be solely responsible for any injuries or damages to persons or property when the RANGE is used by their employees, and shall maintain liability insurance coverage for any such loss. Proof of same shall be provided to COUNTY/SHERIFF'S OFFICE prior to any scheduled use of the RANGE.

   g. The LAW ENFORCEMENT AGENCY shall provide executed Waiver Agreements for Law Enforcement (attached as Exhibit "B") to the HIDALGO COUNTY SHERIFF'S OFFICE prior to any scheduled use of the RANGE.

3. INDEMNITY: TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND LAWS OF THE STATE OF TEXAS, LAW ENFORCEMENT AGENCY, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS HEREBY RELEASE, RELINQUISH, AND DISCHARGE THE

COUNTY OF HIDALGO, TEXAS, SHERIFF'S OFFICE, THEIR PREDECESSORS, ASSIGNS, LEGAL REPRESENTATIVES, AND FORMER, PRESENT AND FUTURE AGENTS, EMPLOYEES, DIRECTORS AND OFFICERS FROM ANY LIABILITY ARISING OUT OF THE USE OF THE RANGE (identified herein) FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR TO PROPERTY WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH OR ARISING OUT OF THE USE OF THE RANGE PROVIDED FOR UNDER THIS AGREEMENT.

4. LAW GOVERNING VENUE: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, the obligations and undertakings of each of the parties to this Agreement shall be performable in Hidalgo County, Texas.

THE HIDALGO COUNTY SHERIFF'S OFFICE WILL RECEIVE NO COMPENSATION FROM THE LAW ENFORCEMENT AGENCY FOR ANY FACILITY SHARING PURSUANT TO THIS AGREEMENT. THIS AGREEMENT BECOMES EFFECTIVE ON THE DATE IT IS SIGNED BY BOTH PARTIES. THIS AGREEMENT CAN BE TERMINATED BY EITHER PARTY UPON THIRTY (30) DAYS WRITTEN NOTICE OF INTENT TO TERMINATE.

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, TO BE EFFECTIVE AS STATED HEREIN, BUT MINISTERIALLY SIGNED ON THE DATES INDICATED BELOW.

COUNTY OF HIDALGO, TEXAS:

By: _____ _____
Ramon Garcia, County Judge Date

HIDALGO COUNTY SHERIFF

By: _____ _____
J.E. "Eddie" Guerra, Sheriff Date

ATTEST:

By: _____ _____
Arturo Guajardo, Jr., County Clerk Date

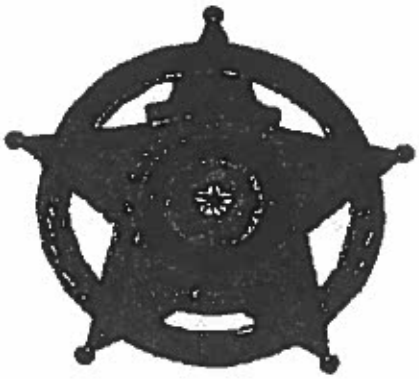
LAW ENFORCEMENT AGENCY:

By: _____ Date: 11/30/15

APPROVED AS TO FORM
Office of Criminal District Attorney, Hidalgo County, Texas

By: _____ Date: 12/17/15
Josephine Ramirez Solis, Assistant DA

EXHIBIT "A"



HIDALGO COUNTY SHERIFF'S OFFICE
FIREARMS RANGE SAFETY RULES

1. Treat all firearms as though they were loaded.
2. Always keep your finger off the trigger and outside the trigger guard until on target and ready to shoot.
3. Be certain of the target and what is beyond.
4. No one is allowed on the range that is taking any substance that could impair the ability to correctly respond to audible or visual commands. This includes, but is not limited to, alcohol or any prescribed or over the counter medications.
5. All firearms training must be properly and adequately supervised.
6. Strict discipline and bearing will be maintained.
7. Upon picking up a firearm, remove magazine, open the action mechanism, and visually and physically checking to see that it is unloaded.
8. Keep the firearm pointed down range at all times.
9. No tobacco products on the firing line.
10. Never permit the muzzle of a firearm to touch the ground.
11. Pay strict attention to the Rangemasters.
12. No one should be on the firing line except those firing.
13. Electronic devices (cell phones, pagers, ipods, etc.) that can distract shooters will not be permitted on the firing line, unless authorized by the Rangemaster as part of the training.
14. All outside agency firearm instructors must check in with HCSO Academy Staff prior to commencing training.
15. All incidents and injuries at the HCSO firing range must be reported immediately to Academy Staff.
16. These rules apply to all personnel regardless of rank or agency.

HCSO Academy: 381-7979
Emergency: 9-1-1
Air Ambulance: 1-800-247-3822

EXHIBIT "B"

Waiver Agreement

For Use of Hidalgo County Sheriff's Office Shooting Range by Law Enforcement

I, Sherry K. Cook DO HEREBY CERTIFY THAT I AM OVER THE AGE OF EIGHTEEN (18) AND MAY CONSENT TO THIS AGREEMENT AND WAIVE, HOLD HARMLESS, AND INDEMNIFY THE COUNTY OF HIDALGO, TEXAS AND ITS EMPLOYEES AND ELECTED OFFICIALS FOR THE FOLLOWING:

- THE USE OF THE HIDALGO COUNTY SHERIFF'S OFFICE SHOOTING RANGE AS OPERATED BY THE HIDALGO COUTNY SHERIFF'S OFFICE.

I AM FULLY AWARE OF ANY AND ALL RISKS ASSOCIATED WITH THE ABOVE MENTIONED UNDERTAKING AND FULLY AND UNEQUIVICALLY ASSUME THESE RISKS WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

- INJURY AND/OR DEATH TO PERSON,
- INJURY AND/OR DAMAGE TO REAL AND/OR PERSONAL PROPERTY.

FURTHMORE, I FULLY UNDERSTAND AND AGREE THAT I WILL USE THE SHOOTING RANGE IN "AS IS" CONDITION AND THAT THE COUNTY OF HIDALGO EXPRESSLY WANES ANY AND ALL WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTIBILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

INDEMNIFICATION:

I HEREBY VOLUNTARILY RELEASE, DISCHARGE, WAIVE AND RELINQUISH ANY AND ALL ACTION OR CAUSES OF ACTION FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH OCCURRING TO ME AS A RESULT OF MY USE OF THE HIDALGO COUNTY SHERIFF'S OFFICE SHOOTING RANGE. I HEREBY RELEASE, WAIVE, DISCHARGE AND RELINQUISH ANY ACTIONS OR CAUSES OF ACTIONS AFOREMENTIONED, WHICH MAY HEREAFTER ARISE FOR ME AND MY ESTATE, AND AGREE THAT UNDER NO CIRCUMSTANCES WILL I PROSECUTE OR PRESENT ANY CLAIM FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH AGAINST HIDALGO COUNTY OR ANY OF ITS AGENTS AND EMPLOYEES FOR ANY SAID CAUSE OF ACTION, WHETHER THE SAME SHALL ARISE BY NEGLIGENCE OF ANY SAID PERSONS, OR OTHERWISE. IT IS MY INTENT BY SIGNING THIS WAIVER AGREEMENT TO EXEMPT AND RELEASE, INDEMNIFY AND HOLD HARMLESS HIDALGO COUNTY AND ANY OF ITS EMPLOYEES, ITS ELECTED OR APPOINTED OFFICIALS, EMPLOYEES AND AGENTS FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH.

MY SIGNATURE ON THIS FORM CERTIFIES THAT I HAVE READ AND UNDERSTAND AND AGREE TO THIS WAIVER AGREEMENT AND TO VERIFY MY STATUS AS A LAW ENFORCEMENT OFFICER.

Signature: Sherry L. Cook Date: 11/30/15

Print Name: SHERRY L COOK Phone: (512) 206 3366

Agency: Texas Alcoholic Beverage Commission

Address/location: 5806 Mesa Drive
Austin, TX 78731

Signature: _____ Date: _____

Witness/Hidalgo County Representative

AI-52700 Sheriff's Office 10. C.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted For: Myra Montoya, SHERIFF DEPT. Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Requesting approval for County Treasurer to process payment for fuel reimbursement in the amount of $66.56 for Division Chief Oscar Montoya after auditing procedures are completed by County Auditor. Division Chief Oscar Montoya paid for fuel expense with personal credit card due to U.S. Voyager Card not working properly.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1100-421-00-280-001-0-626

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

BUDGETARY IMPACT:

Funding available as of 12-23-15

Attachments

OSCAR MONTOYA

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/17/2015 08:40 AM
Budget & Management	Damaris San Miguel	12/23/2015 10:48 AM
Manuel Chapa	Manuel Chapa	12/23/2015 04:09 PM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Myra Montoya Started On: 12/17/2015 08:14 AM

Final Approval Date: 01/01/2016

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, **OSCAR MONTOYA**, do hereby state that the item(s) listed on the invoices named below were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
66	**October 16, 2015**	**$66.56**	**URBINAS DRIVE THRU**

I further state that I was authorized to make such purchase(s).

I therefore request reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

SIGNATURE: _____

TITLE: **DIVISION CHIEF**
PERSON MAKING REQUEST

Before me MYRA M. MONTOYA, a Notary Public, appeared **OSCAR MONTOYA** and on his/her oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. He/She further stated that he requested payment of the same.

MYRA M MONTOYA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 7/27/17

_____
Notary Public In and For the State of Texas

_____
Approval of Department Head

_____
Approval of County Auditor

[redacted]

[redacted]

[redacted]

Sale

VISA

[redacted]1962

Entry Method: Swiped

Approved: Online

[redacted]6/15 18:20:14

Invoice: 00000066 Appr Code: 485463

Total:$ 66.56

[redacted]

THANK YOU

Melanie

6 1/2 55

Executive Office 11. A.

AI-52824

CC - REGULAR
Meeting Date: 01/05/2016
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE

Information

CAPTION

Approval to designate proxies for the Metropolitan Planning Organization (MPO) Policy Board and submit necessary forms

BACKGROUND

Fiscal Impact

Attachments

proxy
affidavit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/30/2015 03:22 PM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Monica Badillo Started On: 12/30/2015 02:53 PM
Final Approval Date: 01/01/2016

Hidalgo County Metropolitan Planning Organization
Transportation Policy Committee
Fiscal Year 2015

Name of City/County/ Entity: _____

Name of Designee: _____

Name of Alternate: _____

List 3 Proxies: _____

_____

_____

In accordance with House Bill (HB) 1883 and Section 1, Chapter 472, Section 472.031 of the Transportation Code,

(a) A policy board of a metropolitan planning organization designated or re-designated under23 U.S.C. Section 134 may provide in its bylaw for appointment of voting proxies by its members.

Section 472.032 of the transportation code, further clarifies that:

(a) A proxy appointment under section (a):
- **1)** Acts on behalf of and under the supervision of the policy board member who appointed
- **2)** Must be appointed in writing; and
- **3)** Is authorized to vote for the policy board member who appointed the proxy to the extent
  the member has given the proxy the member's voting power.

(b) A legislative member of a policy board may not be counted absent at a meeting of the policy board during a legislative session.

(c) A legislative member of a policy board may only appoint a proxy under Subsection (a) who is:
1) The legislative member's employee or staff member;
2) A person related by consanguinity, as determined under subchapter B, Chapter 573, Government Code, who is not required to register as a lobbyist under Chapter 305, Government Code;
3) Another legislative member of the policy board; or
4) A locally elected official.

_____ _____

Authorization Signature Date

HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION POLICY BOARD
ETHICAL STANDARDS AFFIDAVIT

I, _____, a voting Member of the Hidalgo County Metropolitan Planning Organization Policy Board representing, City of _____, hereby swear and affirm that I will uphold the following ethical standards required by voting members of MPO Policy Boards as identified in Texas Senate Bill 585. These standards state that voting members of the MPO Policy Board are prohibited from engaging in the following: 1.) Accepting or soliciting any gift, favor or service that might reasonably tend to influence the voting member in the discharge of official duties or that the voting member knows or should know is being offered with the intent to influence the voting member's official conduct; 2.) Accepting employment or engaging in a business or professional activity that the voting member might reasonably expect would require or induce the voting member to disclose confidential information acquired by reason of the official position; 3.) Accepting employment or compensation that could reasonably be expected to impair the voting member's judgment in the performance of the voting member's official duties; 4.) Making personal investments that could reasonably be expected to create a substantial conflict between the voting member's private interest and the public interest; 5.) Intentionally or knowingly solicit, accept or agree to accept any benefit for having exercised the voting member's official powers or performing the voting member's official duties in favor of another.

I further swear and affirm that in order to prevent a potential conflict of interest, that I will abstain from voting in or engaging in the discussion of any matter of business before the Hidalgo County MPO Policy Board that will have a special economic effect on either a business or real property of which I have a substantial interest that is distinguishable from the effect on the public.

I understand that a substantial interest is defined as either 1.) I own 10 percent or more of the voting stock or shares of the business entity or either 10 percent or more or $15,000 or more of the fair market value of the business entity; or 2.) I have received funds from the business entity exceeding 10 percent of my gross income for the previous year; or 3.) I have a substantial interest in real property defined as an equitable or legal ownership with a fair market value of $2,500 or more; or 4.) I have a family member related to me in the first degree by consanguinity or affinity with a substantial interest in a business entity or real property as defined above.

I agree to notify the MPO Director in writing of any conflict of interest as defined above prior to any vote or discussion of any matter of business which has created the conflict of interest.

I understand that any violation of these standards or requirements may subject me to removal from the MPO Policy Board and possible prosecution by the Hidalgo County District Attorney.

I further understand that SB 585 requires me to notify the Hidalgo County District Attorney's Office and MPO Policy Board in a timely manner should I have personal knowledge of any violations of these same standards by other voting members of the Hidalgo County MPO Policy Board or of the Hidalgo County MPO Staff.

I also understand that failure to report violations of these standards by other voting members of the Hidalgo County MPO Policy Board or of the Hidalgo County staff subjects me to possible removal from the MPO Policy Board and possible prosecution by the Hidalgo County District Attorney.

I hereby swear and affirm that I have read the entire affidavit and that I understand and agree to its contents.

_____

Printed Name

_____

Affiant Signature

_____

Position

_____

Representing

Sworn and subscribed before me
this _____ day of _____, 2015.

_____

Notary Public, State of Texas
Notary's Printed Name: _____
My Commission Expires: _____

(Seal)

Executive Office 11. B.

AI-52810

CC - REGULAR
Meeting Date: 01/05/2016
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of an Order prohibiting the carrying of weapons into County Judicial and Correctional Facilities that are exempted from the General Rules permitting the open carrying of firearms by handgun license holders

BACKGROUND

Fiscal Impact

Attachments

order

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/30/2015 10:18 AM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Monica Badillo Started On: 12/30/2015 10:06 AM
Final Approval Date: 01/01/2016

AN ORDER PROHIBITING THE CARRYING OF WEAPONS INTO COUNTY JUDICIAL AND CORRECTIONAL FACILITIES THAT ARE EXEMPTED FROM THE GENERAL RULES PERMITTING THE OPEN CARRYING OF FIREARMS BY HANDGUN LICENSE HOLDERS

WHEREAS, effective January 1, 2016, under section 46.035 of the Texas Penal Code, an individual licensed to carry a firearm on their person does not commit an offense if he or she displays a handgun in plain view of another person in a public place if the handgun is carried in a shoulder or belt holster; and

WHEREAS, sections 46.03 and 46.035 of the Texas Penal Code prohibit the carrying of weapons into certain locations, regardless of whether or not an individual is licensed to carry a firearm on their person, and such locations include the premises of any government court or offices utilized by the court, if an individual is properly warned of such a prohibition as directed by sections 30.06 and 30.07 of the Texas Penal Code, and the possession of a deadly weapon in a correctional facility is prohibited by section 38.11 of the Texas Penal Code; and

WHEREAS, the presiding judge in Hidalgo County has advised which areas he feels are necessary to secure for the performance and operation of judicial functions in Hidalgo County courts; and

WHEREAS, the Hidalgo County Commissioners Court has made a determination that all manners of ingress and egress, hallways, restrooms, elevators, stairwells and common areas are essential to the operation of all courts in Hidalgo County;

NOW, THEREFORE, be it RESOLVED that the Hidalgo County Commissioners Court does hereby order the posting of signage, as dictated by sections 30.06 and 30.07 of the Texas Penal Code, at the Hidalgo County Courthouse, Courthouse Annex (housing the 13th Court of Appeals), 440th and 449th District Courts (housed outside of the Courthouse premises), the office of each Justice Court, the Hidalgo County Jail and Hidalgo County Juvenile Justice Center, thereby prohibiting the carrying of firearms into the entrances, hallways, and other parts of the above listed buildings that provide access to the courtrooms and correctional facilities except by licensed law enforcement officers only.

EFFECTIVE DATE

Approved this _____ day of _____, 2016, by a vote of ____ ayes and _____nays.

_____
RAMON GARCIA
County Judge

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

_____
EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct. 3

_____
JOSEPH PALACIOS
County Commissioner, Pct. 4

_____
Attest: ARTURO GUAJARDO, JR.
County Clerk

Executive Office 11. C.

AI-52685

CC - REGULAR
Meeting Date: 01/05/2016
Submitted For: Cynthia Castro, COUNTY JUDGE
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: COUNTY JUDGE

Information

CAPTION

1. Discussion regarding Going Up the Chisholm Trail Historical Marker Re-establishment Project
2. Authority for County Judge to sign form authorizing Texas Department of Transportation (TXDOT) to coordinate the approval of an Official Texas Historical Marker to be placed on public rights of ways.

BACKGROUND

This form constitutes a request for the Texas Department of Transportation (TXDOT) to coordinate the approval of an Official Texas Historical Marker to be placed on public rights of ways. Typically two markers are provided to each county listed in this restoration project (see attached listing). One marker is proposed to be placed at the county courthouse and a second marker is to be placed at a significant location within the county. Note: It is recommended that the marker be placed in proximity of state highways US 281, US 181 or US 81.

Fiscal Impact

Attachments

map
form
location
doc
narrative
proposed
email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/21/2015 03:46 PM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM
Form Started By: Monica Badillo		Started On: 12/14/2015 09:59 AM

Final Approval Date: 01/01/2016

2014

CHISHOLM TRAIL MARKER RESTORATION PROJECT

November 2014

Original correspondence from the Texas Department of Highways (TxDOT) with minutes from the Texas Highway Commission meeting Dated May, 19th 1930, Directional Maps, proposed marker locations with seven original markers and their locations across the state.

May 19, 1930

Minutes of the One Hundred and Forty-fifth Meeting of the State Highway Commission held in the State Office Building, with the following members present:

R. S. Sterling, Chairman,
Cone Johnson, Member,
W. R. Ely, Member,
Gibb Gilchrist, State Highway Engineer.

2860. In Jackson County the State Highway Engineer is directed to make tentative survey or location for continuing Highway #111 south to a direct connection with Highway #57. Also a location from Ganado to Blessing, in Matagorda County, with a view to eliminating that portion of Highway #111, as the same now exists from about the Jackson County line to Blessing.

2861. Moved by Mr. Johnson, seconded by Judge Ely, that the Chisholm Trail Association is authorized by the State Highway Commission to place appropriate markers and monuments along said trail as the same has been laid out and located by said Association, provided that such markers and monuments are so located as to not interfere with the highway, and with the understanding that the location and markers will first be submitted to the Commission or the State Highway Engineer for approval.

2862. Moved by Judge Ely, seconded by Mr. Johnson, that the application of Colorado, Lavaca and Gonzales Counties for the designation of a State Highway from Eagle Lake, in Colorado County, to Gonzales, in Gonzales County, via Hallettsville, in Lavaca County be passed until the State Highway Engineer has had an opportunity to make investigation and report to the Commission; and State Highway Engineer is directed to make up estimates for Gonzales and Lavaca Counties as to the sum total of funds which the counties would be required to contribute to complete their existing system of highways, together with the above requested designation from Gonzales towards Hallettsville.

2863. It appearing that the State of Oklahoma is ready and in funds to construct bridge over Red River to connect with Texas Highway #23 north of Vernon, it is ordered by the Commission that the State Highway Engineer be requested to prepare plans and specification for the construction of said bridge, with the understanding that Wilbarger County will pay one-fourth of the cost.

2864. In Mitchell County on bids received May 19, 1930, contract for construction of crusher run broken stone base course, water bound macadam surface course with triple bituminous surface treatment from a point 6.4 miles east of Colorado to the Nolan County line, a distance of 5.293 miles, on State Highway #1, F.A.P. 444-A, S.P. 637, Unit II, will be awarded on the date plans are approved by the Federal Bureau of Public Roads, to Trinity Farm Gravel Company, Dallas, Texas, for $73,213.50, which is the lowest and best bid; on condition that work order will not be issued until Mitchell County has placed in escrow $105,000.00 to apply on the two main projects and in addition the sum of $1,348.95 on S.P. 847-B, same being short section adjacent to the east city limits of Colorado, and in case the latter amount is not escrowed the construction on the project will eliminate that short section. (Approved by Federal Department July 29,1930)

2865. In Mitchell County on bids received May 19, 1930, contract for construction of concrete pavement from Sta. 1051+45 to Sta. 1054+87 between Westbrook and 6.5 miles east of Colorado, a distance of 0.64 miles on Highway #1, S.P. 847-B, Unit II, is awarded to Ben Flynn, Amarillo, Texas, for $1,348.95, which is the lowest and best bid.

2866. In Fort Bend County on bids received May 19, 1930, contract for construction of grading, drainage structures and concrete pavement from Rosenberg to the Peak School, a distance of 4.583 miles, on State Highway #36, S.P. 889-A, is awarded to Russ Mitchell, Houston, Texas, for $117,923.74 which is the lowest and best bid, on condition that Fort Bend County will put up the money for the entire construction.

CHAMBER OF COMMERCE

BROWNSVILLE, TEXAS

"IN THE LOWER RIO GRANDE VALLEY"

Austin, Texas
DEC 4 - 1930
RECEIVED
Referred to STAFF

DIRECTORS
C. P. BARREDA
JOE CELAYA
E. B. CREAGER
E. DE LA GARZA
A. A. HARGROVE
FRANK LOPEZ
SAM PERL
OTTIS SINGER
GORDON STREET
E. J. TUCKER
GEORGE WHITE
A. WAYNE WOOD

G. C. RICHARDSON, MANAGER
J. F. BLANTON, TRAFFIC MANAGER
MRS. A. V. SMITH, OFFICE SECRETARY
MISS MALVINA GARIBAY, INFORMATION DEPARTMENT
MRS. R. A. WARDEN, TOURIST DEPARTMENT

December 3, 1930

State Highway Department
Austin, Texas

Gentlemen:

We understand that at one of your meetings last spring a representative appeared before your body and requested that the highway from Brownsville to San Antonio, Austin, Fort Worth to Vernon and the Red River be named and designated the Chisholm Trail and that your body took favorable action on the matter.

A party by the name of Mr. Ackley has interested himself very much in this matter and is asking the Chambers of Commerce to cooperate in the proper marking of this highway. We feel that it would be rather interesting and perhaps be good publicity to have markers indicating the Chisholm Trail and it has been suggested that some sort of a design, perhaps a long horned skull, be used. Of course, thereshould be some uniformity in the marking and such markers should receive the approval of your honorable body. In fact, to make the designation successful it should have your cooperation.

Will you kindly advise if you would permit a proper marker to be placed on your present road markers and if they were furnished would you consider erecting them on your present signs?

Will be glad to hear from you regarding this matter.

Yours very truly,

G. C. Richardson

Manager.

"WHERE MEXICO MEETS UNCLE SAM"

December 5, 1930

Mr. G. C. Richardson, Mgr.,
Brownsville Chamber of Commerce,
Brownsville, Texas.

Dear Sir:

This will acknowledge your letter of December 3rd regarding the Chisholm Trail.

Mr. Walter E. Long, Manager of the Austin Chamber of Commerce, is now working on the design for marking this highway and we have been co-operating with him in the matter. I would suggest that you write to him.

Answering the last paragraph of your letter, we would not want any signs placed on our present posts and have asked the people working on this to cooperate with us in the proper design and proper placing.

Yours very truly,

GG/c

Gibb Gilchrist
State Highway Engineer

December 13, 1930

CG

Chisholm Trail

Mr. P. P. Ackley,
R. R. #1,
Donna, Texas.

Dear Mr. Ackley:-

Your letter of Dec. 9th, received. We are working now with Mr. Long, of the Austin Chamber of Commerce, on a suitable design to mark the Chisholm Trail.

I do not know how far Mr. Long has gotten with this but I do know that he is working on it. Would suggest that you communicate with him for further information.

Yours very truly,

Gibb Gilchrist,
State Highway Engineer.

CG.m

December 16, 1950

GG

Chisholm Trail Markers

Mr. G. C. Richardson, Mgr.,
Chamber of Commerce,
Brownsville, Texas.

Dear Mr. Richardson:

Mr. W. R. Long, of the Austin Chamber of Commerce, has been working on a design for the Old Chisholm Trail and we are working with him on the matter. As soon as he submits a design we will be glad to pass on it and the same design should be used throughout.

Yours very truly,

Gibb Gilchrist
State Highway Engineer

GG/c
cc -- Mr. W. R. Long,
Manager Chamber of Commerce,
Austin, Texas.

1930's News Releases

Grab Yore Hardware, Pardner, We-uns Is Headin' for Houston

Hombres With Spine-Chilling Names, Their Day Long Gone, Will Show Up as Proof of Adage It Paid to Shoot Straight Back When Men Wore the Trousers

HOUSTON, Texas, Nov. 6 (AP).—Two-gun men of old, notched hardware at the hip and the fading glint of frontier battles in their eyes, Saturday were headed for the last round-up for many.

They are living proof of the first rule of the old West: "It pays to shoot straight." Oldtimers who forgot it will not be with them at the National Frontiersmen's Convention here through Thursday.

Hombres whose names sent cold chills down the spines of timid Westerners in the trigger finger era are riding at the head of the bunch. El Fago Baca, pal of Billy the Kid, as good a gunman as ever shot up a saloon, and Al Jennings, the Oklahoma badman, are close up front.

Buffalo Hunters to Convene.

The gun-fanning men of yore drew a bead on Houston months ago. Trail drivers, buffalo hunters, Indian fighters, exoutlaws and peace officers are riding in from the upper reaches of the Pecos, Brazos, Colorado, Platte and Red, the hills and badlands of the old West.

The 124th Cavalry camp will be their range. A chuck wagon has been rolled out and riders have hit the trail to spread the news of the meeting.

Ben J. Blanton of Marshall, an old trail driver, and P. P. Ackley of Elk City, Okla., president of the Longhorn Chisholm Trail—the trail that led through Texas and the Indian Territory to Abilene, Kan., and the end of steele—want to talk to them.

Finale on Armistice Day.

Honors for May Lillie, Pawnee Bill's wife and the only woman who ever outshot Annie Oakley, will be unveiled. Markers for the Chisholm Trail and the business of preserving Judge Roy Bean's Law West of the Pecos emporium at Langtry, must be pow-wowed over.

The convention will come to a grand finale Armistice Day. A big parade will feature the bang-bang boys of the rip-roaring old West.

Celebrities expected are Chris Madsen, scout for General Custer at the Battle of the Little Big Horn; George Coe, last living man of the Lincoln County cattle war; Col. E. D. Nix, former United States Marshal of Oklahoma who fired the starting gun at the opening of the Cherokee Strip in 1893; Baldwin Parker, son of the late Indian chief, Quanah Parker, and a host of others including the council of the Alabama-Coushatti Indian tribe living near Livingston.

Old Chisholm Trail Marker Is Unveiled

WICHITA FALLS, Texas, July 25 (AP).—Pioneers gathered here Tuesday for the unveiling of a marker commemorating the old Chisolm trail from Mexico to Canada.

The marker was given by Col. P. P. Ackley of Elk City, Ok., who rode the trail as a cowboy and who also observed his seventy-fifth birthday Tuesday. Mrs. E. V. Vinzant of Wichita Falls, who before her marriage was a Chisholm, was among those present. Others included oldtimers who had actually ridden on cattle drives to Dodge City and other Kansas points.

More Highway Contracts Let

Work to Cost More Than $2,000,000 Awarded by Commission.

Special to The News.

AUSTIN, Texas, April 24.—One hundred and sixty-five miles of new highway construction, including one interstate bridge across Red River and a three-mile causeway across Lavaca Bay, were contracted for by the Highway Commission Wednesday, at a total cost of $2,099,413, which, with the $990,511 work awarded Tuesday, has brought the total contracts by the commission at the April session to $3,089,924.

Contracts for work in Fayette, Navarro, McLennan and Wheeler Counties were awarded pending approval by the Federal Government, while the contract for the Red River bridge, being built jointly with Oklahoma, was taken under advisement pending a conference with Oklahoma officials.

Numerous delegations were heard Wednesday, but few construction orders were entered. Most of the requests for designations were taken under advisement after Chairman R. S. Sterling informed the delegations that no designations would be considered unless they were of State-wide necessity and that designation of a route would indicate that the commission intended to improve it soon after the designation. It will not be the policy to designate as State highways many miles of roads and allow them to remain unimproved over long periods, he told those seeking assistance.

Policies Outlined.

Delegations seeking State aid without offering sufficient county funds to meet the expected portion of county aid were met with the announcement from Commissioner W. R. Ely that Texas counties had available $22,000,000 in cash to be matched with State funds for the construction of highways and that it would be the policy of the commission to match State funds with available county funds before constructing highways in counties and districts now overtaxed or unable otherwise to procure funds to bear the county's share.

With these two statements of policy, the commission agreed that the State bear one-fourth of the cost of building two grade separations, probably overpasses, on Highways Nos. 5 and 51 in Hardeman County, along the Quanah, Acme & Pacific Railroad, now being constructed, and extending from Quanah to Floydada, if Hardeman County will bear one-fourth and the railroad one-half the cost. The two projects will cost $22,000, it was estimated.

The first allotment of State aid during the day was to Hopkins County, in which the commission allowed 50 per cent for the construction of Highway No. 11 on the condition that the county furnish the remaining half of the cost and the right of way. This is a $200,000 project and calls for re-shouldering and graveling Highway No. 11 from Commerce to Winnsboro.

A plea by J. F. Dobie, professor in the University of Texas and authority on Texas folk lore; P. P. Ackley of Donna, a pioneer, and others for the commission to name Highway No. 2 through Texas the "Chisholm Trail," was taken under advisement with instruction to the delegations to prepare accurately the route they desire to be so named.

Request East-West Highway.

A request of a delegation from Williamson and Milam Counties, headed by A. E. Wood and Claude Teer, for an east-west highway designation from Liberty Hill in Williamson County to Cameron in Milam County, via Georgetown, Granger and San Gabriel, shortening the distance for West Texas traffic to East Texas by thirty miles and connecting two large areas now separated by the lack of a highway, was taken under advisement.

All applications for designation of new highways not previously considered were postponed for at least thirty days.

The original application of all counties between Houston and San Antonio for a new and more direct route between those cities was withdrawn and in its stead was presented a modified application by Gonzales, Lavaca and Colorado Counties for the designation of a highway from Eagle Lake in Colorado County to Gonzales in Gonzales County. This would effect the same purpose desired in the original application over a large portion of the route. The application was taken under advisement.

A request for an extension of Highway No. 119 from Yorktown to Davy on the Karnes County line, a distance of 12.6 miles, which is now paved, was referred to the highway engineer. The county desired this strip to be designated a State highway and maintenance of it taken over by the department.

Madison County was assured that a contract would be awarded soon for grading a seven-mile gap on Highway No. 90.

Contracts awarded were as follows:

Calhoun County: 3.1 miles of concrete and timber bridges on Highway No. 57 across Lavaca Bay; J. Depuy, San Antonio, $428,747.

Fayette County: 7.6 miles of gravel base with double bituminous surface treatment on Highway No. 71 from Bastrop County line to two and one-half miles east of Plum; J. W. Gwin, Birmingham, Ala., $57,245.

Navarro County: 10.9 miles of grading and drainage structures on Highway No. 31, from two miles east of Powell to Trinity River bridge; Reynolds & Sutton, Tyler, $128,891.

McLennan County: 13.5 miles of grading and drainage structures on Highway No. 31 from Waco east to Hill County line; grading and small drainage structures, W. W. Vann, Mercedes, $97,307; large drainage structures, D. H. Buchanan, Temple, $70,041.

Wheeler County: 17.2 miles of grading and drainage structures on Highway No. 4, Wheeler to Collingsworth County line; grading and small drainage structures, Maney & Alley, Oklahoma City, $96,333; large drainage structures, Gaines & Yoakum, Oklahoma City, $23,921.

Parker and Wise Counties: 25.2 miles of grading and drainage structures on Highway No. 34, Tarrant County line to Jack County line; grading and small drainage structures, G. F. Davis, Abilene, $127,990; large drainage structures, F. P. McElwrath, Corsicana, $56,580.

In Grayson County.

Grayson County: 15.3 miles of grading and drainage structures on Highways Nos. 42 and 78, Bells to Collin County line; J. T. Ables, Madill, Ok., $93,907.

Wilbarger County: 17.2 miles of grading and drainage structures on Highway No. 23, two miles north of Vernon to Red River; Huddleston & Work, Crosbyton, $62,614.

San Patricio County: 7.8 miles of two-course limestone rock asphalt surface on Highway No. 128, Sinton to Aransas River; Brown & Root, Austin, $106,591.

Dimmit County: 19.7 miles of two-course limestone rock asphalt surface course on Highway No. 4, Zavalla County line to a point 1.5 miles south Asherton, and 31.5 miles of two-course limestone rock asphalt surface course on Highway No. 4 from Uvalde County line to Dimmit County line, and Uvalde County, 9.6 miles of two-course rock limestone asphalt surface course on Highway No. 4, from city limits of Uvalde to Zavalla County line, were awarded to Dexter Construction Company of Dallas in one joint contract for $245,924.

Tarrant County: 485-foot reinforced concrete bridge on Highway No. 34, across West Fork of Trinity River; Frank Parrott, Dallas, $126,216.

Polk County: Three-tenths mile consisting of twelve trestle bridges on Highway No. 106, from Carmona to the Tyler County line; Thomas & Ratliff; Rogers, $72,401.

Cooke County, Texas, and Love County, Okla.: Steel and concrete toll free bridge on United States Highway No. 77 and Texas Highway No. 40, between Gainesville and Marietta, Ok. The following bids were taken under advisement, with recommendation that the contract be awarded to the low bidder, pending a conference with Oklahoma officials: Earl W. Baker & Co., Oklahoma City, $304,700 (low bidder); Missouri Valley Bridge and Iron Company, Leavenworth, Kan., $375,732, and Tom L. Green, Oklahoma City, $446,317.

Donna, Texas.

R. R. 1

December 9, 1930

The State Highway Board,

Mr. President of State Highway Board of Texas.

Sometime in last May I was told by Mr. Walter Long, Manager of the Chamber of Commerce there at Austin, that your organization granted us the Traildrivers and Cowboys of Old, the privilége of naming and marking a highway in honor of the Old Timers from Brownsville, Texas, to the crossing of the trail at or near Doans Store, just north of Vernon, Texas.

Well in Oklahoma we organized a Lone-Horn Chisholm Trail through Western Oklahoma and as I had been working on promotion of the movement, they elected me President of the organization through Oklahoma only. I dont think Texas has done so yet. It was my understanding that the Texas people were going to get busy right away towards marking a route as nearly followed by the Traildrivers as could well be done but since coming down here this fall I find there is no definite action taken towards the work I have talked with different chambers of commerce all the way down through Texsd and they seem to think on account of such dull and hard times we cannot count upon much action to be taken before spring.

It seems if we could get the Highway Departments all over the United States to start more Federal and National Highways the better it would be for everybody. The unimployement and all, for we are going to build these Highways and now is the proper time to build them for the people need the work and they can never be built any cheaper. Mr. President, it seems that I can look away down the lane of time when this Longhorn Trail will become an International Highway and called the Longhorn Trail Highway and connect all the Americas. With this Trail it may leave off the Chisholm part of it only through the United States. I think we oldtimers ought to be awfully thankful and I myself am, that there were enough members on your Honorable Board to consider our place in the History of the West where the West was and where the West began, and give us the privilege of naming and marking a highway in honor of the early days in Texas and all of the West, and I for one do thank you, Gentlemen, from the bottom of my heart for same. You see Texas h as no other road to build just permit us to put our emblem and name on the Road Markers. It seems like us old times could raise enough money to put a few markers after all you have done for us. I am sending some good letters from the United States Good Roads Association and you can see what they think about it as I have become a member of it now. Please when you read these good letters over and return them for I would want to keep in touch with them.

Please Sir, are you going to allow us to use your position to put our markers on as they would have more protection in that way than they would otherwise either let us put our marker at the top or at the bottom would be good enough for

me. I believe this route would follow from Brownsville to Pharr over 96 and 4 then to Falfurrias over 96 and 12. Then, I believe to San Antonio over 2 and 12, then over 81 and 2 to Bowie, then to Vernon over 5 and some-toher number.

Hoping to hear from you sometime, I am yours very truly,

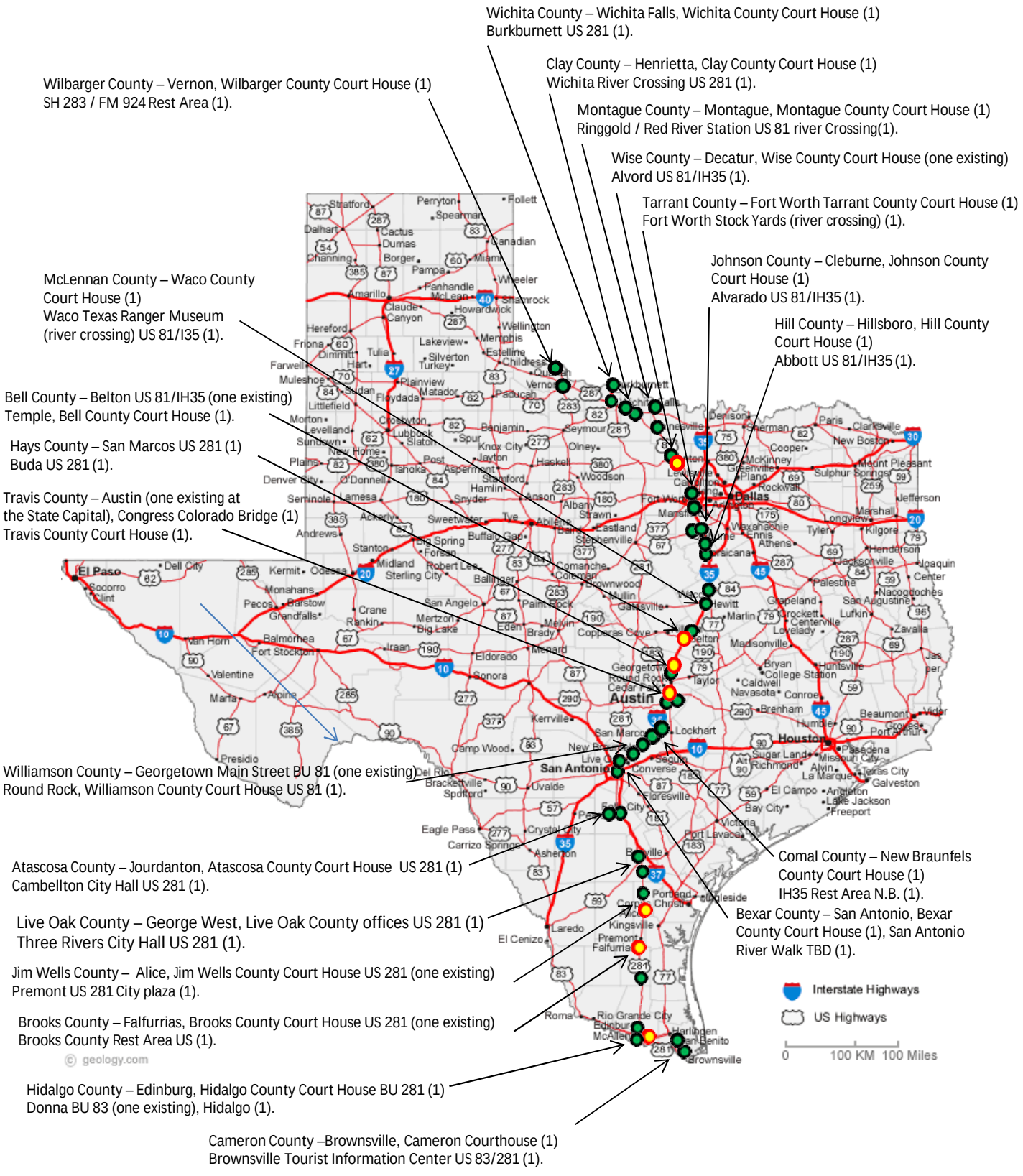
P. P. Ackley

Fax Transmittal Memo # of Pages 2

To: Stephen Walker	From: TX Archives
Co.: TX DOT	Co.: TSLAC
Dept.:	Phone # 512-463-5480
Fax # 956-702-6142	Fax # 512-463-5436

RCFX14

961-30700



Proposed Trail Markers (37)

Existing Trail Markers (7)

7 EXISTING P.P. ACKLEY CHISHIOLM TRAIL MARKERS IN TEXAS

Decatur, Texas

Belton, Texas

Georgetown, Texas

Austin, Texas

Falfurrias, Texas

Alice, Texas

Donna, Texas

Chisholm Trail proposed marker locations and by district and county

TxDOT Districts to receive 37 markers (22 counties, two markers at each county):

Pharr District (5 markers)
Cameron County –Brownsville, Cameron Courthouse (1), Brownsville Tourist Information Center US 83/281 (1).
Hidalgo County – Edinburg, Hidalgo County Court House BU 281 (1) Donna BU 83 (one existing), Hidalgo (1).
Brooks County – Falfurrias, Brooks County Court House US 281 (one existing), Brooks County Rest Area US (1).
Corpus Christi District (3 markers)
Jim Wells County – Alice, Jim Wells County Court House US 281 (one existing), Premont US 281 City plaza (1).
Live Oak County – George West, Live Oak County offices US 281 (1), Three Rivers City Hall US 281 (1).
San Antonio (6 markers)
Atascosa County – Jourdanton, Atascosa County Court House US 281 (1), Cambellton City Hall US 281 (1).
Bexar County – San Antonio, Bexar County Court House (1), San Antonio River Walk TBD (1).
Comal County – New Braunfels County Court House (1), IH35 Rest Area N.B. (1).
Austin (5 markers)
Hays County – San Marcos US 281 (1), Buda US 281 (1).
Travis County – Austin (one existing at the State Capital), Congress Colorado Bridge (1), Travis County Court House (1).
Williamson County – Georgetown Main Street BU 81 (one existing), Round Rock, Williamson County Court House US 81 (1).
Waco (6 markers)
Bell County – Belton US 81/IH35 (one existing), Temple, Bell County Court House (1).
McLennan County – Waco County Court House (1), Waco Texas Ranger Museum (river crossing) US 81/I35 (1).
Hill County – Hillsboro, Hill County Court House (1), Abbott US 81/IH35 (1).
Fort Worth (5 markers)
Johnson County – Cleburne, Johnson County Court House (1), Alvarado US 81/IH35 (1).
Tarrant County – Fort Worth Tarrant County Court House (1), Fort Worth Stock Yards (river crossing) (1).
Wise County – Decatur, Wise County Court House (one existing), Alvord US 81/IH35 (1).
Wichita Falls (8 markers)
Montague County – Montague, Montague County Court House (1), Ringgold / Red River Station US 81 river Crossing(1).
Clay County – Henrietta, Clay County Court House (1), Wichita River Crossing US 281 (1).
Wichita County – Wichita Falls, Wichita County Court House (1), Burkburnett US 281 (1).
Wilbarger County – Vernon, Wilbarger County Court House (1), SH 283 / FM 924 Rest Area (1).

1930 Going Up The Chisholm Trail Marker

Reestablishment Project Approval Form

This form constitutes a request for the Texas Department of Transportation (TXDOT) to coordinate the approval of an Official Texas Historical Marker to be placed on public rights of ways. Typically two markers are provided to each county listed in this restoration project (see attached listing). One marker is proposed to be placed at the county courthouse and a second marker is to be placed at a significant location within the county. Note: It is recommended that the marker be placed in proximity of state highways US 281, US 181 or US 81.

Marker No. 1; County Courthouse name: _____.

County Judge authorization; _____.

Marker No. 2; - Proposed location (give name and street address of marker site):_____.

State, County or City authorization:_____.

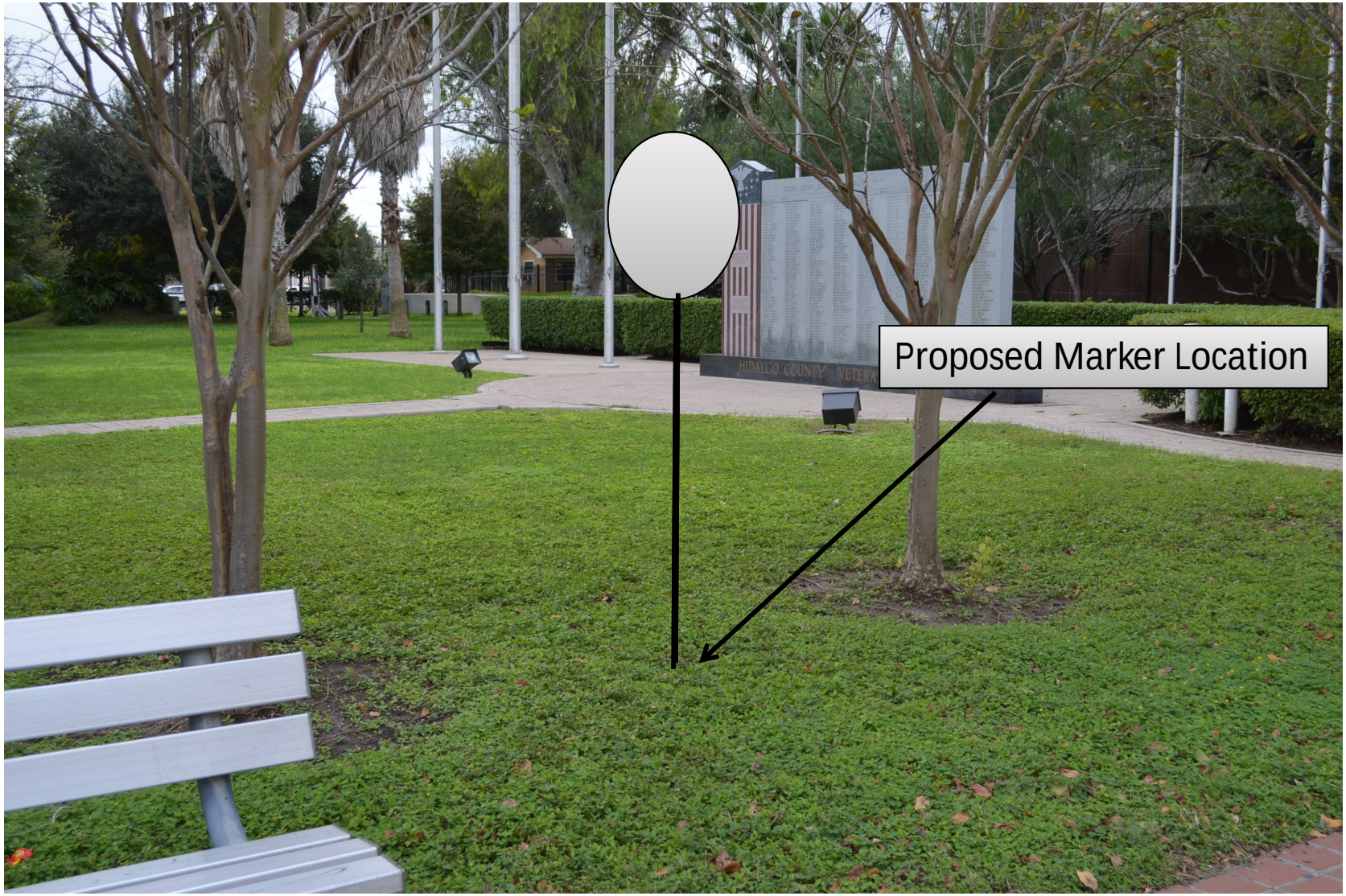
Title: _____.

Is marker proposed to be placed along or in proximity to US 281, US 181 or US 81? Yes___ No___

If the answer is no, provide the distance and directions to the actual location from US 281, US 181 or US 81? i.e. marker (i.e. 100 yards east of US 281).

Attach 1 – 2 photos of all proposed marker locations.

Application submitted by: Address: City, State, Zip: Phone: Email address, phone & email address: _____


Proposed Marker Location

Wichita County – Wichita Falls, Wichita County Court House (1)
Burkburnett US 281 (1).

Clay County – Henrietta, Clay County Court House (1)
Wichita River Crossing US 281 (1).

Montague County – Montague, Montague County Court House (1)
Ringgold / Red River Station US 81 river Crossing(1).

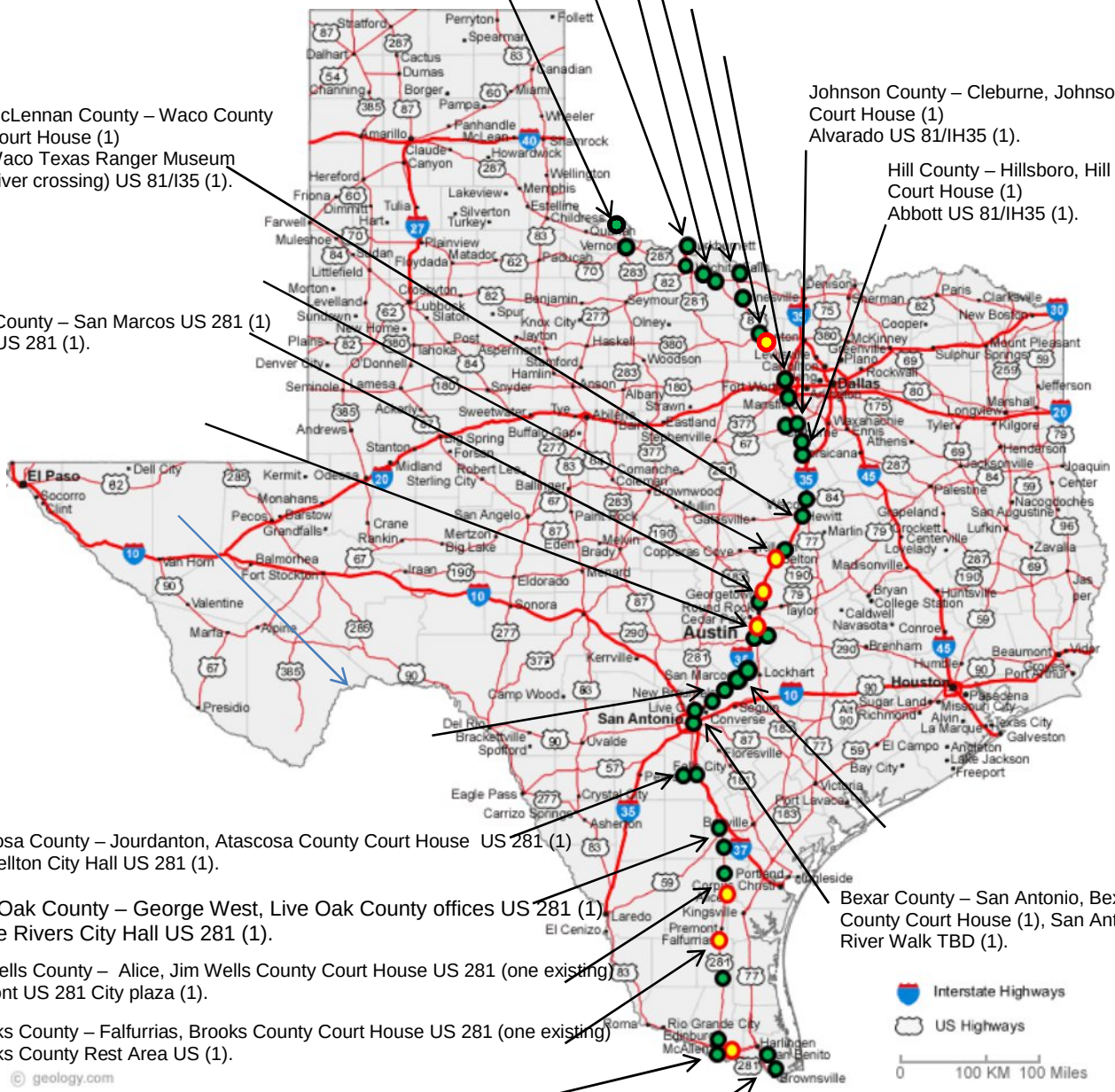
Wilbarger County – Vernon, Wilbarger County Court House (1)
SH 283 / FM 924 Rest Area (1).

Johnson County – Cleburne, Johnson County Court House (1)
Alvarado US 81/IH35 (1).

McLennan County – Waco County Court House (1)
Waco Texas Ranger Museum (river crossing) US 81/I35 (1).

Hill County – Hillsboro, Hill County Court House (1)
Abbott US 81/IH35 (1).

Hays County – San Marcos US 281 (1)
Buda US 281 (1).



Atascosa County – Jourdanton, Atascosa County Court House US 281 (1)
Cambellton City Hall US 281 (1).

Live Oak County – George West, Live Oak County offices US 281 (1)
Three Rivers City Hall US 281 (1).

Bexar County – San Antonio, Bexar County Court House (1), San Antonio River Walk TBD (1).

Jim Wells County – Alice, Jim Wells County Court House US 281 (one existing)
Premont US 281 City plaza (1).

Brooks County – Falfurrias, Brooks County Court House US 281 (one existing)
Brooks County Rest Area US (1).

Hidalgo County – Edinburg, Hidalgo County Court House BU 281 (1)
Donna BU 83 (one existing), Hidalgo (1).

Cameron County –Brownsville, Cameron Courthouse (1)
Brownsville Tourist Information Center US 83/281 (1).

Proposed Trail Markers (37)

Existing Trail Markers (7)

Attachment ‘A’

TEXAS CATTLE TRAILS

CONTEXT. During the American Civil War, many herds of unattended Texas longhorn cattle from ranches in the Rio Grande Valley escaped into the Wild Horse Desert, the wasteland between the Rio Grande and the Nueces River, and multiplied. Their growth rate, estimated at 25% annually, left large herds of wild cattle on the plains.

The Texas Longhorn is ideally suited for the role it played in the development of the cattle trade. It has great endurance to hot temperatures and goes for long periods without drinking water. The cow is extremely fertile, and has a smaller than average calf which makes calving easier. Once born, the calves gain weight quickly. Good mothers produce a 90-100% calf crop annually, and they are fertile long after other cattle. Their resistance to organisms and parasites give hardiness and longevity. The only drawback is that the meat is leaner and not as tender compared to other cattle. (1)

Returning ranchers, whose resources had been depleted by five years of war, captured these wild cattle for sale to northern and eastern markets. Lacking any other means of transport, they drove the cattle overland to railheads at Abilene, Texas, or Dodge City, Kansas, from their ranches in the Rio Grande borderlands. Between 1876 and 1893, more than seven million cattle and one million horses moved north.

The trails had various names, such as Western, East Hidalgo, Shawnee, Chisholm, and others. Historically, there is no “Chisholm Trail” in Texas. The actual Chisholm Trail was a freight trail used from 1865 by trader Jesse Chisholm between the Washita River (present Chickasha, Oklahoma) and Wichita, Kansas. Cattle were later driven to market over this trail. Cowboys soon came to call any cattle trail a “Chisholm Trail.” Although

purist historians dispute exact nomenclature, generally the name was applied indiscriminately to any route cattle followed out of Texas. (2)

Numerous historical markers, some placed by the Texas Historical Commission and some by private entities, designate cattle trails across the 600 miles between the Rio Grande and the Texas northern border at Red River. Private markers at Brownsville and Donna mark trails in the Rio Grande Valley. The nearest state-sponsored cattle trail marker is at Cuero, fifty miles north of the roots of cattle trails in Texas. (3)

Historian Andres Tijerina writes that " few history books mention the Tejano ranches… where millions of those cattle were raised, and no Texas history textbook map yet has named the Tejano towns and ranches where the famous cattle trails actually originated." (4)

A trailmarking project begun in the 1920s-1930s helped to bring recognition to early Rio Grande Valley ranches which were the source of many cattle which fed the Texas cattle trails.

II OVERVIEW

Memoirs of Rio Grande Valley ranchers contain numerous references to their participation in trail drives. Roberto Vela of the Laguna Seca (dry lake) Ranch north of Edinburg wrote "This ranch as well as all other ranches in the area drove its cattle to Dodge City, Kansas. According to my uncle Jesus [Vela[, the first such drive from the Laguna Seca Ranch to Dodge City occurred in 1877." (5)

The TR connected brand of County Judge Thaddeus Rhodes, registered in 1866, marked his herds built from the Texas longhorn cattle which had multiplied during the Civil War until there were 200,000 head of cattle south of the Nueces River in 1869.

Rhodes and other Hidalgo County ranchers drove thousands of cattle north to hide and tallow factories at Rockport or up the East Hidalgo Trail to Abilene, Kansas. (6)

Cattle were bringing $25 a head, and cattle rustlers moved in. By 1872, the border country was infested and law enforcement efforts were ineffective. Rancher Rhodes lost 1100 head of cattle from his Relampago (lightning) Ranch south of Mercedes. When he assembled a posse and recovered some of his herd, his ranch was sacked. Rhodes was a marked man, and he slept in the brush.

Juan Cavazos of La Noria Cardeneña (Cardenas well) Ranch, 18 miles north of present Edinburg, while driving cattle up the Chisholm Trail, discovered his twin sister, rescued from Indian captivity, living in Hood County. (7)

From Asadores (barbecue spits) Ranch south of Donna, rancher Dionisio Muñoz sent cattle to market over the East Hidalgo Trail. Other ranchers, such as the brothers of Hidalgo County Commissioner (1884) Celso Saenz, drrove cattle from Granjeno (hackberry shrub) Ranch south of present Sharyland to market by trail drive. (8)

In October of 1877, Rafael Vela, a new bridegroom, had to leave on a three-month-long cattle drive immediately after the ceremony, while his bride remained at El Desierto Ranch north of present Edinburg. (9)

In the 1870s and 1880s, smaller ranchers joined their livestock together in a single herd to head for the Chisholm Trail. The Santa Anita Ranch played a significant role in gathering cattle shipments from ranches along the lower Rio Grande. (10)

Because of the rapid increase in northern drives, in 1871 the legislature passed a law requiring all who purchased cattle for driving out of state to mark each animal back of the left shoulder with a [temporary] road brand. John J. Young of

Santa Anita Ranch in northern Hidalgo County registered his road brand as an upside down (J Y) in 1879. (11)

In 1878, Young headed a cattle drive of 2,400 head in March. Young continued through the 1880s to drive cattle from the Santa Anita, with many other ranching outfits. A contractor received between a dollar and a dollar fifty per head, less losses. A 3,000-head herd could be driven to Kansas in two months for $1,000. (12)

The Santa Gertrudis Ranch had no need to combine herds. From 1869 to 1872, Richard King sold at least 13,500 beeves, most driven up the long way to Kansas. In 1876, King trailed 30,000 head divided into 12 herds, each separated by about two miles apart for the 1,100 mile journey to the railroad siding in Kansas. His partner Miflin Kennedy sent 10,000 head from Los Laureles. Rancher Francisco Yturria of Punte del Monte Ranch, south of King's, often combined his cattle with King, Kenedy and Charles Stillman for the trip to Dodge City. Many smaller ranchers joined their herds, and went up the Chisholm Trail past the Kenedy and King Ranches through Beeville, Gonzales and Lockhart to Austin or San Antonio. (13)

PETER ACKLEY AND THE "LONGHORN CHISHOLM TRAIL"

Since the 1930s, a cast-iron, hand-painted medallion-type marker reading "Going up the Texas [head of a longhorn steer] Chisholm Trail 1867" has stood in Donna, Texas. The only other such marker now existing in the Rio Grande Valley is in Brownsville.

In 2006, Laura Lincoln, director of the Donna Hooks Fletcher Museum in Donna, Texas, questioned the origin of the marker. She wrote to the Oregon Public Broadcasting Company, producers of "History detectives," a nationally televised show, whose purpose was to solve historical mysteries. Their response, broadcast on the Public Broadcasting

system in June 2006, credited retired oilman Peter P. Ackley with placing these markers along highways paralleling cattle trails from Texas to Canada. (14)

Peter Preston Ackley was born July 15, 1858, in Whiteside County, Illinois. He moved to Southwest Texas as a boy. In 1878, at the age of 19, Ackley set out riding bareback to become a cowboy. He helped drive a herd of Longhorn cattle from Henrietta, Texas, across the Red River at Doan's Crossing, just north of Vernon, Texas, to the end of the railroad at Dodge City, Kansas. This was 11 years after the first Texas trail herds were driven north.

Ackley drove herds north from southwest Texas to Dodge City and south from Ogalalla, Nebraska and feeding grounds in Canada to Dodge City. He drove the first blooded shorthorn cattle into the Panhandle of Texas and into New Mexico. (15)

In 1881, Ackley moved to Cottonwood Station, in Vernon, Wilbarger County, on the Oklahoma-Texas border. In 1886, he married schoolteacher Martha Ella Foreman (1862-1928) in Missouri. After marriage, Ackley operated a stage stand at Medicine Mound near Herrold, Texas until 1896, when they moved to Wheeler County, close to Texola, Oklahoma, and not far from Elk City. At one time, he was a deputy trail brand inspector, and saw vast herds of cattle pass through. He had a life-long interest in cowboy lore. (16)

Ackley acquired gas wells in the Texas Panhandle, and owned a few oil and gas wells between Twitty and Wheeler, in Wheeler County, Texas, which made him fairly wealthy. (17)

About 1925, Ackley began working towards having the Chisholm Trail designated as a national highway. For the next eight years, he drove his automobile up and down the old cattle trails, visiting city officials and influential citizens, promoting his dream of

marking the highway. He spent the last ten years of his life erecting markers on the "Longhorn Chisholm Trail," in Texas, Oklahoma, Kansas, Nebraska, South Dakota and North Dakota to Canada. His wife of 42 years died in 1928, and Ackley retired. (18)

Ackley prepared a strip map showing the route of his proposed "Longhorn Chisholm Trail" through six states between Mexico and Canada. His chosen route roughly followed the Western Trail, diverging at Bowie to go the last 85 miles through Wichita Falls and cross the Red River at Doan's Crossing above Vernon, instead of at Red River Station above Nocona:

CANADA: Prince Albert, Ross, Yorktown

NORTH DAKOTA: Portal, Minot, Bismark, Ft. Yates

SOUTH DAKOTA: Mobridge, Pierre

NEBRASKA: Valentine, Ogalalla, Imperial, Trenton

KANSAS: Atwood, Colby, Abilene, Dodge City, Ashland

OKLAHOMA: Buffalo, Woodward, Leeds, Harmony, Elk City, Granite, Alton

TEXAS: Vernon, Wichita Falls, Henrietta, Bowie, Decatur, Fort Worth, Alvarado, Hillsboro, Waco, Temple, Georgetown, Austin, [side to] Lockhart, San Marcos, San Antonio Pleasanton, Three Rivers, George West, Alice, Falfurrias, Edinburg, Pharr, Harlingen, Brownsville

MEXICO: Matamoros, Victoria, Mexico City, Acapulco (19)

On May 19, 1930, the first meeting of the Chisholm Trail Highway Association convened in Austin, with J. Frank Dobie as president, George W. Saunders as vice-president and treasurer. The group undertook to mark the old Chisholm and Western Chisholm Trails through Texas, from Brownsville to Altus, Oklahoma. (20)

They selected two road markers with the words “Chisholm Trail 1867-1895” and “Western Chisholm Trail 1878-1895,” both differing slightly from Ackley’s design. They further resolved that P.P. Ackley of Elk City, Oklahoma, “who has done so much towards getting the Chisholm Trail marked,” be instructed to continue in his work of getting it marked in Oklahoma and other northern states clear to the Canada line.

Ackley organized the Texas Longhorn Chisholm Trail Association and secured permission from the Texas Highway Commission to put markers on a route Ackley designated. A similar association was formed in Oklahoma at Elk City. According to Ackley’s plans, two markers were to be placed in each of the 21 Texas county seats through which the trail passed. (21)

In 1931, a ten-foot-tall, granite monument “in honor of the trail drivers” was dedicated at Doan’s Crossing above Vernon on the Red River. P.P. Ackley was the largest subscriber, donating $1000 of the $2500 cost. The marker bore the words “The Longhorn Chisholm Trail and the Western Trail 1876-1895.” The misplaced wording “Chisholm Trail” angered many Texas trail drivers, especially George W. Saunders, president of the Old Time Trail Drivers’ Association, and general manager of the Union Stockyards in San Antonio, but Ackley’s money and persistence prevailed. (22)

In 1939, the $50,000 Ackley Park was named in his honor when he donated land in Elk City for a recreational ballpark and stadium, said to be one of the state’s finest. (23)

After retirement, Ackley spent spring and summer in north Texas and Oklahoma. When northers began, he went to his winter home in Donna, in the Rio Grande Valley of Texas. He lived about five miles north of town on La Blanca Road (present FM 493) and Mile 13.5 North, where he had an orange grove. (24)

His next–door neighbor, Hazel Anderson, then a seven-year-old-child, used to walk past the Ackley home on her way to school. She recalled that Mr. Ackley had a handlebar mustache, and wore cowboy chaps and boots. He had longhorns mounted on his Chrysler coupe. The sign outside his house read "End of the Chisholm Trail." His housekeeper, Marie Clifford Cooper, who lived on the property, often saw him painting and furbishing the cast iron markers, laid out in the yard. Mrs. Cooper herself painted 22 of the markers. (25)

Ackley died in Elk City, Oklahoma, on April 6, 1940. The retired rancher and frontiersman was buried in Texola, Oklahoma, beside his wife of 42 years. He was survived by his brother J. A. (Bert) Ackley of Canadian, Texas, his daughter Mrs. C. D. Horstman of Elk City, and grandchildren. (26)

III SIGNIFICANCE

Texas cattle trails in the Rio Grande Valley mark the local ranches from which Longhorn cattle started up the long trail to Abilene and Dodge City. They signify the important economic impact that ranching had on recovery of Texas after the Civil War, and the role that South Texas ranches played in development of the cattle trade. The Ackley trail markers identify the general route used to transport millions of wild Longhorn cattle to market in the late 1800s. Although only a few of them remain today, they help to preserve an important part of past Texas history and identify original locations of the trail as interpreted by old time trail drivers and historians. They are an attraction to travelers in our state and an educational tool for future generations.

IV ENDNOTES

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3. Dooley, Claude and Betty Dooley, and the Texas Historical Commission. Why stop? A guide to Texas historical roadside markers. 2d ed. Houston: Gulf Publishing Co, c1978. pp 59, 78, 131, 132, 142, 211, 285,341, 464.

4. Tijerina, Andres. Tejano empire. Austin: UTX Press, 1998. p 20.

5. Vela, Roberto. "Memories of Laguna Seca." Edited and translated by Antonio H. Vela and Carlos F. Vela, Edinburg TX, 1974. (Copy in Weslaco Museum.)

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8. Reyna, Mary Garza. Statement to Frances Isbell, Weslaco TX, Sept. 11, 2007.

9. Hidalgo County Ranch Histories. Frances Isbell, ed. Edinburg TX: Hidalgo County Historical Commission and Hidalgo County Historical Society, 1994. "El Desierto Ranch" p 31.

10. Amberson, Mary Margaret McAllen. I would rather sleep in Texas; a history of the Lower Rio Grande Valley and the people of the Santa Anita Land Grant. Austin: TSHA Press, 2003. p 338

11. Worcester, p 50.

12. Amberson, p 9, 338.

13. Clifford, Don. Article in unnamed periodical, Vol. 3, No. 3, Fall 1992. From papers in P. P. Ackley file, Austin History Center, Austin Public Library, Austin TX.

14. Valley Morning Star, Harlingen TX. "Trying to solve Donna's Chisholm Trail mystery story" by Miriam Ramirez, Jan 18, 2006.

15. Brownsville Herald, Brownsville TX. "Veteran cowboy in Brownsville seeks to mark old trail." June 1929.

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17. Elk City Brown Sox. "History of Ackley Park, Elk City, Oklahoma. Elk City, OK. ITL Web Net Production, c2005.

18. Port Isabel Pilot, Port Isabel TX. "Highway Booster." May 3, 1933.

19. Ackley, P. P. Strip map, Longhorn Chisholm Trail. Elk City, Oklahoma. n.d. Foreword states "This is the Dodge City Route or the Western Chisholm Trail."

20. Minutes of the first meeting of the Chisholm Trail Association held at Austin, Texas, May 19, 1930.

21. Kraisinger, Gary and Margaret Kraisinger. The Western; the greatest Texas Cattle Trail, 1874-1886. Mennonite Press, Inc., 2004. p 10.

22. Elk City Brown Sox.

23. History of Wheeler County, Texas, "Family Histories." n.d. From file, P. P. Ackley. Austin History Center, Austin Public Library.

24. Anderson, Hazel G. Telephone conversation, Donna,TX, August 18, 2008. (Mrs. Anderson is past president of the Donna Hooks Fletcher Museum Board.)

25. Court clerk, Sayre, Beckham County, OK. Will of P. P. Ackley, 20 March 1930. (Copy in Donna Museum.) and obituary in Elk City P_____. "Last rites for Ackley are held. April 9, 1940. (Clipping from Elk City Library.)

ADDITIONAL SOURCES

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Flanagan,Sue. Trailing the longhorns. Madrona Press, 1974.

Jameson, Henry B. "Miracle of Chisholm Trail; story of cattlemen's interstate route, Rio Grande to Abilene,1867." Tri-State Chisholm Trail Centennial Commission, Texas-Oklahoma-Kansas, 1867. (Copy in Museum of South Texas History, Edinburg,Tx.)

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HIDALGO COUNTY

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

Fwd: Going Up the Chisholm Trail Historical Marker Re establishment Project.

From : Cynthia A. Castro <cynthia.castro@co.hidalgo.tx.us> Wed, Dec 02, 2015 10:12 AM

Subject : Fwd: Going Up the Chisholm Trail Historical Marker Re establishment Project. 6 attachments

To : Valde Guerra <valde.guerra@co.hidalgo.tx.us>

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

Valde,

I received this the below email from Stephen Walker (TxDOT) asking for my help with his request. My question to you is, do we have a formal process to place markers at the Courthouse? If so, would you please share that with me so that I can inform him about it.

Respectfully,

Cynthia Castro
Office of County Judge Ramon Garcia
100 E. Cano St.
Edinburg, Texas 78539
Tel (956) 318-2600
Fax (956) 318-2699
cynthia.castro@co.hidalgo.tx.us
www.co.hidalgo.tx.us

----- Forwarded Message -----
From: Stephen Walker <Stephen.Walker@txdot.gov>
To: cynthia castro <cynthia.castro@co.hidalgo.tx.us>
Sent: Mon, 30 Nov 2015 16:29:01 -0600 (CST)
Subject: Going Up the Chisholm Trail Historical Marker Re establishment Project.

Cynthia:

It was good to see you and have been able to talk to catch up on things. Looks like you are doing great.

I have attached the proposed location for the Chisholm Trail Marker at the Hidalgo County Courthouse and
included a detail of what the marker would look like once installed. We will have TxDOT crews do the installation once approved by the County Judge. The general idea is that the sign will be seen by all that uses the main walk entry on the East side of the
Courthouse. The sign is small (24" wide and 5' high) and should not be an obstruction to pedestrians. We know one was at the site of the old original Courthouse in Edinburg back in the 1930's but was lost to time. This project simply replaces what was once
there.

Please pass this on to the County Judge and have the him sign off on the attached authorization form and
return a PDF copy if he agrees with the proposed marker location. If not we are open to any alternate site as long it is on the Courthouse grounds to keep the restoration of the Marker as close as was original as possible.

Take care and thank you.

Stephen P. Walker R.L.A.

District Landscape Architect

Texas Department of Transportation

Pharr District Office

(956)-702-6142 office

(956)-358-6901 cell

#EndTheStreakTX

Proposed Hidalgo County Corthouse Trail Marker Location.JPG
969 KB

09HG05 narrative.doc
77 KB

Nov 2014 MAP of Locations PPT.pptx

5 MB

Proposed Marker Location Detail.pptx
1 MB

Doc1.docx
196 KB

1930 Going Up The Chisholm Trail marker authorization.docx
62 KB

Executive Office 11. D.

AI-52781

CC - REGULAR
Meeting Date: 01/05/2016
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration and action regarding Agreement between County of Hidalgo and Linn-San Manuel Volunteer Fire Department, Inc.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Per Pct., Funding coming in to the county ($200 per month, total per year $2,400)

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/28/2015 04:09 PM
Manuel Chapa	Manuel Chapa	12/30/2015 02:41 PM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Monica Badillo Started On: 12/28/2015 02:29 PM
Final Approval Date: 01/01/2016

STATE OF TEXAS §
COUNTY OF HIDALGO §

AGREEMENT

WHEREAS, Hidalgo County Texas ("County"), a political subdivision of the State of Texas, has the authority under Texas Local Government Code, Chapter 352.001 to contract with an incorporated volunteer fire department that is located within the County to provide fire protection and first responder services to an area of the County that is located outside the municipalities in the County;

WHEREAS, the Linn-San Manuel Volunteer Fire Department, Inc. hereinafter ("VFD"), is an incorporated volunteer fire department located within a rural area of Hidalgo, County; and provides the most rapid response time to such rural area;

WHEREAS, County and VFD represent that each is independently authorized to perform the functions contemplated by this Agreement;

WHEREAS, County desires to contract with VFD to provide a public service because the VFD has fire protection vehicles and other equipment designed for the extinguishing of fire, the providing of emergency services, and the prevention of damage to property and injury to persons from fire and other emergencies and has the control and use of volunteer members who are trained to properly utilize such vehicles and equipment and to provide fire protection and emergency services and;

WHEREAS, this Agreement is made between the County and VFD pursuant to the authority of Subchapter A of Chapter 352 of the Texas Local Government Code and pursuant to the general authority of the Commissioners Court to contract with private providers for services for the public.

NOW THEREFORE, in consideration of the above recitals, mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

ARTICLE I
PUBLIC PURPOSE

1.01. The purpose of this Agreement is to provide public fire protection and other limited emergency response services within the area of the County that lies outside the boundaries of any municipal government, such area being more particularly described on Exhibit A attached hereto. The County has no authority to provide fire protection or most other

emergency response services within the territorial limits of incorporated municipalities and by this Agreement does not attempt to usurp the authority of municipalities to manage, regulate and provide fire protection and emergency response services within their boundaries.

ARTICLE II
VFD OBLIGATION

2.01 VFD agrees as follows:

(a) VFD will provide fire protection and other emergency response services for all persons and property within the unincorporated area of said County described on Exhibit A attached hereto and incorporated herein at this point for all purposes (the "Area"). Further, VFD agrees that it shall be the First Responder for fire protection services within the Area. Additionally, VFD agrees that it shall respond to mutual aid calls from any other fire department for fire protection services at any location within the unincorporated area of the County.

(b) Emergency services other than those concerning fire protection and other emergency response services is not the subject of this Agreement. All emergency services provided within the territorial boundaries of municipal corporations are solely within the jurisdiction and the area of responsibility of the relevant municipal government. No provision is made in this Agreement to provide services in any municipality. However, nothing in this Agreement is intended to prevent the VFD from providing other services within municipalities, but in doing so, the VFD does not act under the terms of this Agreement and the County assumes no responsibility for providing consideration for such services.

(c) It is expressly agreed and understood that the VFD ASSUMES ALL RESPONSIBILITY FOR ANY INJURY OR DAMAGE SUFFERED BY ANY PERSON OR PROPERTY RESULTING FROM PERFORMANCE UNDER THIS AGREEMENT INCLUDING ANY DAMAGE OR INJURY CAUSED OR CONTRIBUTED TO BY REASON OF THE USE OR OPERATION OF ANY EQUIPMENT OR TANGIBLE PROPERTY OF VFD. THE VFD AGREES TO INDEMNIFY THE COUNTY FOR ANY AMOUNT SPENT BY THE COUNTY IN DEFENDING ITSELF IN ANY COURT ACTION ARSING OUT OF A SITUATION IN WHICH VFD UTILIZED EQUIPMENT TO PROVIDE FIRE OR NON-FIRE RELATED EMERGENCY RESPONSE SERVICES INCLUDING ATTORNEY FEES, COSTS OF COURT, AND OTHER EXPENSES REASONABLY NECESSARY IN PREPARING AND PRESENTING ANY DEFENSE IN SUCH MATTER AS WELL AS FOR ANY DAMAGES

FOR WHICH THE COUNTY IS HELD RESPONSIBLE BY ANY COURT OF COMPETENT JURISDICITON. It is further expressly understood and agreed that no official, employee or agent of the County has authority to bind the County to be liable for the manner or means of providing fire protection or other services in an incorporated municipality.

2.02 VFD shall use reasonable diligence and effort to provide the fire protection and emergency response services it has contracted to provide by this Agreement and to provide immediate and direct supervision of the VFD members, employees, agents, contractors, sub-contractors, and/laborers, if any, in the furtherance of the purposes, terms, and conditions of this Agreement. The parties do not hereby waive any immunity, defense, privilege, or remedy provided by law.

2.03 VFD agrees to cause its members and personnel providing fire protection services in performance of this Agreement, when performing said services, to conduct themselves in a professional manner and to comply with applicable laws. Non-member volunteers will not be used for fire protection by the VFD. All fire fighters of the VFD must be members of the VFD and properly trained and equipped to perform fire protection duties. Radio communications will be conducted in accord with any rules, procedures or directives of the Sheriff of Hidalgo County and /or County Fire Marshal. The VFD further agrees that it will cooperate with County Fire Marshal to the extent provided for in Texas law.

2.04 VFD warrants that in carrying out the terms of this Agreement, it will not utilize any person under 18 years of age in the performance of the services to be provided under this Agreement.

2.05 It is agreed VFD shall comply with any rules, procedures or directives of the County Fire Marshal for determining which fires warrant investigations, and shall cooperate with any such investigation made by the appropriate County Official or the designated agent of the County Fire Marshal, State Fire Marshal, County Sheriff, and/or other law enforcement agencies or their designees. It is agreed VFD shall suspend any member of the VFD who fails to provide information and statements relative to such investigations as lawfully requested by any law enforcement agency, designated agent of the County for arson investigations, County Sheriff, and/or County or State Fire Marshal and their designees.

2.06 The books and records maintained for operating VFD shall be open to inspection by the County or its designated representatives during normal business hours.

2.07 VFD shall submit a financial report to the County no later than three months after the close of the VFD's fiscal year.

2.08 VFD shall file a TXFIRS report with the State Fire Marshal's office within two weeks of the end of the month that an incident occurred. The Hidalgo County Fire Marshal is authorized to review and update all fire incident reports filed by the VFD with the State Fire Marshal's office.

2.09 VFD shall maintain a "current" status throughout the term of this agreement as a First Responder Organization (FRO) per Texas Administration Code 157.14.

2.10 VFD shall maintain statutory workers' compensation coverage for its employees, officers and volunteers regarding the VFD's performance under this Agreement. The VFD recognizes that the County has no responsibility to furnish this coverage and VFD waives any right to pursue the County for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage.

ARTICLE III
CONSIDERATION

3.01 For the services provided above, the consideration expressed in Article 3.02 hereof and the other terms and conditions hereof the County shall provide to VFD:

(a) That part of a structure known as the Luis Flores, Jr. Linn-San Manuel Emergency Services Facility consisting of 2499 square feet (the "VFD Part") such part of the structure being the shaded area more particularly described on Exhibit B attached hereto and incorporated herein at the point for all purposes ("VFD Part") for the housing of VFD's engines and fire fighter's equipment provided VFD provides the janitorial services for the VFD Part and landscaping maintenance for the grounds in which the structure is located as shown on Exhibit B-1.

(b) In connection therewith County may inspect the VFDs Part any time to assure compliance of VFD's janitorial, landscape maintenance and other obligations herein. VFD may not make any alterations or additions to VFDs Part without the prior written consent of County. VFD shall maintain the VFD Part in good and clean condition reasonable wear and tear excepted.

3.02 VFD shall during the term hereof pay County an annual payment of Twenty Four Hundred no one hundredths Dollars ($2,400.00) payable in twelve monthly installments of Two

Hundred and no one hundredths Dollars ($200.00) on or before the first day of each month occurring during the term hereof.

ARTICLE IV

GENERAL APPORITIONMENT OF RESPONSIBLITITY AND IMMUNITY

4.01 In the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to either party individually under Texas Law. VFD shall be responsible for its sole negligence. The County shall be responsible for its sole negligence. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person.

ARTICLE V
NOTICE OF NONAPPRORIATION

5.01 If, for any fiscal year, the County fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, the County shall endeavor to provide thirty (30) days notice of its intent not to appropriate the necessary funds for its performance of obligations under this Agreement.

ARTICLE VI
DEFAULT

6.01 In the event either party shall fail to keep, observe, or perform any provision of this Agreement, the breaching party shall be deemed in default. If such default shall continue for a period of thirty (30) days after notice thereof by the non-breaching party to the other, then the non-breaching party shall be entitled to terminate this Agreement immediately.

ARTICLE VII
TERM

7.01 The effective date of this Agreement shall be January 5, 2016, or the date that last of the parties have executed this Agreement within the 2016-2017 fiscal year, whichever is the later, and this Agreement shall expire at midnight of December 31, 2016. This Agreement shall automatically renew for successive one year terms unless either party gives the other party one hundred twenty (120) days notice of its notice of termination effective on the anniversary date of this Agreement following such notice of termination.

ARTICLE VIII
INSURANCE

8.01 At all times during the term of this Agreement, VFD will, at VFD's sole expense, carry, provide and maintain general liability insurance in the amount of $1,000,000.00 vehicular insurance at least the limits of the Texas Tort Claims all such insurance minimum limits more particularly described in Exhibit C attached hereto and incorporated herein at this point for all purposes.

ARTICLE IX
TERMINATION

(a) By Mutual Agreement: This Agreement may be terminated by mutual agreement of VFD and the County, as evidenced by a written termination Agreement.

(b) For Non Appropriation of funds: As mentioned above, the County fails to appropriate funds necessary for performance of the obligations under this Agreement, the County may terminate this Agreement.

(c) By Either Party: This Agreement may be terminated at any time without cause on thirty (30) days written notice to the other party.

ARTICLE X
SEVERABILITY

10.01 If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

ARTICLE XI
NIMS NATIONAL INCIDENT MANAGEMENT SYSTEMS

11.01 VFD shall supply the County, to the attention of County Executive Office, at the time of execution of this Agreement a list of personnel of the VFD as well as the Certificate of NIMS compliant testing for each person on the list. Testing shall be in accordance with FEMA

guidelines as to what level, who and when training is done to remain compliant. VFD must be NIMS compliant.

11.02 VFD Chief Officers shall complete NIMS 300 on or before August 1, 2016 and are encouraged to complete NIMS 400 training. NIMS 300 shall be completed as soon as possible following appointment to office.

11.03 All VFD members shall complete NIMS 100, 200, 700 and 800 training no later than August 1, 2016. VFD shall submit to the County Fire Marshal records for each member documenting completion of NIMS training. VFD shall maintain supporting records for each member and shall be made available to the County within forty-eight (48) hours notice.

ARTICLE XII
NOTICE

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

If to County: Hidalgo County, Texas
Attention: Hon. Ramon Garcia, County Judge
302 W. University Drive
Edinburg, Texas 78539

If to VFD: Luis Flores, Jr. Linn-San Manuel Emergency Services Facility
Attention: _____
P. O. Box 72 Linn Texas 78563

Any notice permitted or required to be given hereunder shall be deemed to have been given upon deposit of the notice in the United States Mail as aforesaid.

ARTICLE XIII
MISCELLANEOUS

13.01 AUTHORITY TO CONTRACT: THE UNDERSIGNED OFFICERS AND OR AGENTS OF THE PARTIES HERETO ARE THE PROPERLY AUTHORIZED OFFICIAL AND HAVE THE NECESSARY AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF THE PARTIES HERETO, AND EACH PARTY HEREBY CERTIFIES TO

THE OTHER THAT ANY NECESSARY RESOLUTIONS EXTENDING SAID AUTHORITY HAVE BEEN DULY PASSED AND ARE NOW IN FULL FORCE AND EFFECT.

13.02 Governing Law/Venue: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas and the venue for enforcement shall be Hidalgo County, Texas.

13.03 Limitation of Liability: By entering into this Agreement, neither party waives sovereign immunity defenses or any other limitation of liability. No provision of this Agreement is intended to modify or waive any provision of the Texas Tort Claims Act.

13.04 Entire Agreement: This Agreement is a total and complete integration of any and all understandings existing between the parties hereto and supersedes any prior oral or written agreements, promises or representations between them. The headings of the various paragraphs of this Agreement are for convenience only, and shall not define, interpret, affect or prescribe the meaning and interpretation of the provisions of this Agreement.

13.05 Independent Contractor: VFD expressly acknowledges that VFD will be acting as an independent contractor for all purposes, including payment of social security, withholding taxes and all other federal, state and local taxes. VFD, as independent contractor, shall be solely responsible to its employees, agents, third party contractors any other person supplying labor or material for VFD in performing any portion of this Agreement or any action or omission incident thereto. VFD also agrees to pay for and provide workers compensation insurance, covering all employees working for VFD in performing labor pursuant to this Agreement or any activity incident thereto.

13.06 Amendment: If the parties hereto desire to amend this Agreement during or after the term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new Agreement. Any modifications must be approved and signed by authorized representatives of the parties hereto.

Dated to be effective this _____ day of _____, 2016.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

LINN-SAN MANUEL VOLUNTEER FIRE DEPARTMENT, INC.

By: _____

Its: _____

Executive Office 11. E.

AI-52706

CC - REGULAR
Meeting Date: 01/05/2016
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE

Information
CAPTION
Approval of Hidalgo County Library System ByLaws

BACKGROUND

Fiscal Impact

Attachments
email
2009
proposed-Nov
final draft
Recap of changes

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/21/2015 03:57 PM
Auditor's Office	Veronica Ortiz	12/21/2015 03:58 PM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Monica Badillo Started On: 12/17/2015 10:19 AM
Final Approval Date: 01/01/2016

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

HCLS Bylaws

From : Arnoldo Becho <abecho@weslacopl.us> Wed, Dec 16, 2015 01:04 PM

Subject : HCLS Bylaws 3 attachments

To : lauro torres (lauro.torres@co.hidalgo.tx.us) <lauro.torres@co.hidalgo.tx.us>, monica badillo <monica.badillo@co.hidalgo.tx.us>

Cc : Marisol Vidales (mvidales@cityofmercedes.com) <mvidales@cityofmercedes.com>, 'Mayra' <mayra@missiontexas.us>

Hello Monica and Lauro,

After almost two years of work the HCLS libraries voted unanimously to approve the new Bylaws. We would like to ask that County review of the new bylaws be included within the next possible County Commission meeting. Three documents are attached.

- A document detailing and highlighting the bylaws amendments (HCLS Bylaw Amendments Final Draft)
- The proposed new bylaws (Proposed new HCLS Bylaws)
- The current bylaws (HCLS Bylaws 5-19-09)

Is there anything we need to do to get on the next available meeting or will you all take care of that for us? What can we do to help insure that the Bylaws will be approved by the County?

Thank you,

Arnoldo Becho
Library Director City of Weslaco
956.973.3144

Hidalgo County Library System Bylaws Amendments Final Draft.docx
41 KB

Proposed new Hidalgo County Library System Bylaws Nov 2015.docx
35 KB

HCLS Bylaws - 5-19-09.docx
23 KB

Hidalgo County Library System Bylaws

ARTICLE I – NAME, AUTHORITY AND DEFINITIONS

Section 1. NAME. The name of the organization shall be the Hidalgo County Library System (HCLS).

Section 2. AUTHORITY. The County of Hidalgo shall provide a County Free Library System to its citizens as set forth in Local Government Code Chapter 323.

Section 3. DEFINITION. HCLS shall consist of the organized public libraries within Hidalgo County.

Section 4. DEFINITION. The Hidalgo County Library System Board shall consist of the directors of the member public libraries, one lay member from each county precinct, and one lay member at-large.

ARTICLE II –PURPOSE

Section 1. PURPOSE. The Hidalgo County Library System mission shall promote, coordinate and support full and free library services to all residents of Hidalgo County.

Section 2. GENERAL POWERS AND OBJECTIVES. The Hidalgo County Library System shall be governed by the Hidalgo County Commissioners' Court, through the Hidalgo County Library System Board. Its objectives are:

a. Cooperation among member libraries; and with other libraries and library systems to the furtherance of Hidalgo County library services;

b. To make member library resources equally accessible throughout Hidalgo County;

c. To research, implement and evaluate services and programs which meet the informational, educational, recreational and cultural needs of Hidalgo County residents;

d. To support the goals and objectives of the American Library Association and the Texas Library Association.

ARTICLE III – MEMBERSHIP

Section 1. ELIGIBILITY. Membership shall be available to each legally established public library in Hidalgo County which is an accredited member or eligible for accredited membership in the Texas Library System, according to the rules and regulations in effect for the current biennium of the Texas Library System Act.

Provisional membership is available to libraries who have not been members in the past, who are a legally established public library in Hidalgo County, but who are not yet an accredited member or eligible for accreditation in accordance with the rules and regulations under the current biennium of the Texas Library Systems Act. Provisional members are treated as regular members approved on the first year of “probationary” status beginning from January 1 in the year following their approval. Provisional members may request “probationary” status from the Hidalgo County Library System Board for no more than three consecutive years.

Section 2. APPLICATION. Eligible public libraries membership shall submit a letter of application for membership to the Hidalgo County Library System Board for consideration. This letter shall be signed by their City Mayor or City Manager. It shall include the ordinance or resolution of the governing body establishing the library (Texas Library Systems Act, §1.73).

Section 3. APPROVAL. Final approval for System membership shall rest with the Hidalgo County Commissioners' Court upon the Board's recommendation.

Section 4. WITHDRAWAL. After a city has been a part of the County library system for two years, the governing body of the city may withdraw from the system by giving a minimum of six months advance notice, in writing, to the Hidalgo County Library System Board. The Hidalgo County Commissioners' Court shall be informed of any member library's withdrawal. (Local Government Code, § 323.008 (c))

Section 5. PROBATION. A member library that fails to meet the membership requirements of the Texas Library Systems Act for any reason is eligible for, and may request, probationary status from the Hidalgo County Library System Board. It

may do so annually for up to three consecutive years. While on probationary status, a library may continue to participate in the activities of the Hidalgo County Library System.

Section 6. TERMINATION. Library membership in the Hidalgo County Library System may be terminated if a member library ceases to meet membership requirements of the Texas Library Systems Act, and is not granted Hidalgo County Library System probationary status. The Hidalgo County Commissioners' Court shall be informed of any termination.

ARTICLE IV - BOARD OF DIRECTORS

Section 1. NUMBER AND QUALIFICATIONS.

a. BOARD MEMBERS AND VOTING: Each member library shall be represented by their director as their Board member. In addition, the County shall appoint one lay member for each precinct, and one lay member at large. Lay members shall serve staggered terms of two years each. Each member shall have one vote.

Lay members missing more than three consecutive meetings without reason shall be considered to have resigned. The HCLS President will inform the Commissioners' Court of any resignation, whether by lay member action or by nonattendance.

No lay member shall serve more than three consecutive terms.

b. ALTERNATES: Each Board member shall appoint one alternate. Each library shall notify the Board of its alternate, or any changes in alternate status. Alternates shall be entitled to all rights and privileges of full membership in the absence of their library's representative; and shall assume the duties of a full voting member.

Section 2. DUTIES.

Board duties shall consist of the following:

a. To evaluate Hidalgo County Library System programs and services; and to develop policies to carry out the Hidalgo County Library System mission and purpose.

b. To prepare and approve an annual budget and service plan. These shall be submitted in sufficient time to meet the requirements of the Hidalgo County Judge, who serves as the County's chief fiscal officer.

c. To take action, make recommendations and formulate policy on any matter pertinent to the mission of the Hidalgo County Library System as outlined in these Bylaws.

d. To act on all requests for admission to the System and to act on all requests for probationary status;

e. To elect officers of the Hidalgo County Library System Board. Board officers shall consist of a President, Vice-President and Secretary; and other officers the Board may see fit to create to better fulfill the HCLS mission. The Board President shall be presented to the County Commissioners' Court for confirmation as the County Librarian and Coordinator for the Hidalgo County Library System. (Local Government Code §323.005).

ARTICLE V – OFFICERS

Section 1. NUMBER AND ELECTION. The permanent officers of the Hidalgo County Library System Board shall be a President, Vice-President and Secretary.

The President shall be elected by the Board from the public library directors of the Board. S/he shall be elected in November of every second year and shall take office the following January.

The Vice-President and Secretary may be elected from other member library staff, with the consent of the director of the library affected, and upon majority approval of the HCLS Board.

Section 2. TERMS. All officers shall serve terms of two years.

Section 3. TERM LIMITS. No Board member shall serve in the same office for more than three consecutive terms.

Section 4. VACANCY OF PERMANENT OFFICERS. In case of vacancy of the President, Vice-President or Secretary, the position shall be filled by election of a new officer who shall complete the term. Elections shall take place within 60 days of notification of vacancy. The Board shall then present its slate, or the replacement name in case of vacancy, to the County Commissioners Court for approval.

ARTICLE VI - DUTIES OF OFFICERS

Section 1. PRESIDENT / COUNTY LIBRARIAN. The President shall preside at Board meetings. The President shall account for all funds received by the System; authorize all invoices presented by member libraries, or received on their behalf for payment; and present monthly financial statements at Board meetings. As County Librarian, the President assists members in all library-related activities, serves as the HCLS representative with the Commissioners' Court, and performs other duties as prescribed by the Board.

Section 2. VICE-PRESDENT. The Vice-President shall perform all duties as may be assigned by the President or Board. In the absence or resignation of the President, the Vice-President shall serve as interim President until selection of a new President per these Bylaws.

Section 3. SECRETARY. The secretary shall record and sign meeting minutes, and shall perform other duties as assigned by the President or Board.

ARTICLE VII – COMMITTEES AND OTHER POSITIONS

Section 1. GENERAL. Committees and other positions may be appointed by the President as the need arises, or on the request of a majority of the Hidalgo County Library System Board.

Section 2. STANDING COMMITTEES. There shall be two standing committees, which shall be appointed by the President. The President shall be an ex officio member of both.

a. BUDGET COMMITTEE: The members shall be appointed by the president at the second meeting of the fiscal year. The Committee shall be composed of the President, at least two other members of the Board. The Budget Committee shall work with the President/County Librarian in the preparation of the budget.

b. SYSTEMS STUDY COMMITTEE: Members shall be appointed by the president at the second meeting of the fiscal year. The committee shall be composed of the President and at least one additional member of the Board, and the chairman of the Budget Committee. The purpose of the committee shall be to propose a plan of service for implementation through the budget year. This committee shall also establish long-term goals for the System.

Section 3. NOMINATING COMMITTEE. At the September board meeting of every second year, the president shall appoint a nominating committee to report to the Board in November.

ARTICLE VIII - MEETINGS

Section 1. REGULAR MEETINGS. The Hidalgo County Library System Board shall normally meet every third Thursday of each month. Meetings may be changed with due notice because of holiday schedules; to take advantage of regional library meetings and workshops, such as South Texas Library System geographical meetings; or other reason.

Section 2. MEETING NOTICE. Notice of each board meeting shall be sent to member libraries and the Hidalgo County Commissioners' Court, at least three days prior to the Board meetings. Such notice shall state the time, place, and agenda of the meeting and business to be transacted.

Section 3. PARLIAMENTARY PROCEDURE. All meetings shall be conducted in accordance with the latest edition of *Robert's Rules of Order*.

Section 4. SPECIAL MEETINGS. Special meetings for any purpose may be called by the President or any three members of the Board. These meetings shall be called by notifying each of the Board members and the Hidalgo County Commissioners' Court at least three days beforehand. Notice of special meetings shall state the time, place, and business to be transacted.

Section 5. QUORUM. A majority of Board members shall constitute a quorum for business. When a quorum is present at any meeting, a majority vote of the Board members present shall decide any questions under consideration.

ARTICLE IX - FISCAL YEAR

The fiscal year of the System shall be that of the County of Hidalgo.

ARTICLE X - RECORDS AND FINANCIAL ACCOUNTING

Section 1. FILE LOCATION. All records of the System and Board, including copies of financial transactions, shall be maintained by the Secretary.

Section 2. REPORTS. Copies of the Board minutes shall be sent to each member library and the Commissioners' Court. Copies of financial reports and disbursements shall be distributed to each library following County fund disbursements.

Section 3. FINANCIAL ACCOUNTING. The County Commissioner's Court maintains records of all financial disbursements and transactions. Theirs are the official financial records. The Hidalgo County Library System may request records for verification, state reports and for other reasonable and lawful disclosure.

ARTICLE XI - AMENDMENT OF BYLAWS

Section 1. PROCEDURES. These bylaws may be altered, amended, or expanded by the procedures set forth below:

a. A notice containing a full statement of the existing and proposed amendment(s) and the date, time and location of the meeting shall be sent to Board representatives and alternates at least ten days prior to the meeting.

b. At such meeting, after proper notice has been given and a quorum established, the Board may adopt the proposed amendment(s) by a 2/3 majority vote of the members present.

Section 2. APPROVAL. These bylaws and subsequent changes shall be submitted to the Hidalgo County Commissioners' Court for approval.

Initial Establishment:

The Hidalgo County Commissioners' Court first appointed the County Library Board August 9, 1971.
The Hidalgo County Library Board bylaws were approved with the initial terms of Board Members starting on January 1, 1972.

Most Recent Revisions (in reverse chronological order):

Bylaw revision/addition approved by the Hidalgo County Library System Board on January 22, 2009.
Approved by the Hidalgo County Commissioners' Court on May 19, 2009.

Bylaw revision/addition approved by the Hidalgo County Library System Board on April 18, 2002.
Approved by Hidalgo County Commissioners' Court on May 28, 2002.

Bylaws Approved by the HCLS Advisory Council (HCLS Library Directors) on 9/21/2000.
Approved by the HCLS Board on 10/10/2000.
Approved by Hidalgo County Commissioners' Court and effective January 1, 2001.

Revisions approved by Hidalgo County Library System, July 28, 1998.
Revisions approved by Hidalgo County Commissioners' Court, August 10, 1998.

Bylaws approved by Hidalgo County Commissioners' Court, June 9, 1986.
Revisions approved September 8, 1987.

Bylaws approved by the Hidalgo County Library System, April 22, 1986.
Revisions approved July 28, 1987.

Hidalgo County Library System Bylaws

ARTICLE I – NAME, AUTHORITY AND DEFINITIONS

Section 1. NAME. The name of the organization shall be Hidalgo County Library System (HCLS).

Section 2. AUTHORITY. The County of Hidalgo shall provide a County Free Library System to its citizens as set forth in Local Government Code Chapter 323.011.

Section 3. DEFINITION. HCLS shall consist of the public libraries within Hidalgo County whose city governments have agreed to an annual Interlocal agreement with Hidalgo County.

Section 4. DEFINITION. The HCLS Board shall consist of the directors of the member public libraries and one lay member from each county precinct.

ARTICLE II - PURPOSE

Section 1. PURPOSE. The HCLS's mission shall be to promote, coordinate and support full and free library services to all residents of Hidalgo County.

Section 2. GENERAL POWERS AND OBJECTIVES. HCLS shall be governed by the Hidalgo County Commissioners' Court , through the HCLS Board. Its objectives are

a. *To promote* cooperation among member libraries and with other libraries and library systems to the furtherance of Hidalgo County library services;

b. To make member library resources (with respect to the needs of the lending library) accessible throughout Hidalgo County;

c. To research, implement and evaluate services and programs which meet the informational, educational, recreational and cultural needs of Hidalgo County residents; *and*

d. To support the goals and objectives of the American Library Association and the Texas Library Association .

ARTICLE III – MEMBERSHIP

Section 1. ELIGIBILITY. Initial membership shall be available to each legally established public library in Hidalgo County which is eligible for accredited membership in the Texas State Library, according to the rules and regulations in effect for the current biennium of the Texas Library Systems Act.

Provisional membership is available to libraries who have not been members in the past, who are a legally established public library in Hidalgo County, but who are not yet an accredited member or eligible for accreditation in accordance with the rules and regulations under the current biennium of the Texas Library Systems Act. Provisional members are treated as regular members approved on the first year of "probationary" status beginning from January 1 in the year following their approval. Provisional members may request "probationary" status from the HCLS Board for no more than three consecutive years.

Section 2. APPLICATION. Eligible public libraries shall submit a letter of application for membership to the HCLS Board for consideration. This letter shall be signed by their Mayor or City Manager. It shall include the ordinance or resolution of the governing body establishing the library (Texas Library Systems Act, §1.73).

Section 3. APPROVAL. Final approval for System membership shall rest with the Hidalgo County Commissioners' Court upon the Board's recommendation.

Section 4. WITHDRAWAL. After a city has been a part of HCLS for two years, the governing body of the city may withdraw from the system by giving a minimum of six months advanced notice, in writing, to the HCLS Board. The Hidalgo County Commissioners' Court shall be informed of any member library's withdrawal.

Section 5. TERMINATION. Library membership in HCLS may be recommended for termination through the Termination Review process. A Termination Review may only be proposed for failure to meet the individual library accreditation standards as set by the Texas State Library.

To begin the Termination Review process a majority of HCLS Board Members must vote to conduct a Termination Review within an HCLS meeting. The proposal of a Termination Review should appear on the agenda of the chosen meeting and the specific criteria creating cause for review should be noted in the minutes.

The library facing the Termination Review will then have an opportunity to defend themselves in the following regular meeting. If the library is not able to make this meeting, HCLS may postpone the review until the 2nd meeting following the vote to approve a Termination Review. HCLS is not required to postpone the review to the 2nd meeting. In the absence of a defense, the members may vote to recommend termination or vote to not recommend termination in either meeting.

Following the Termination Review, a 3/4ths majority of libraries is needed to recommend the termination of a library's membership in HCLS. The Hidalgo County Commissioners' Court shall be informed of the recommendation and the President will be responsible for soliciting a decision from the Commissioners' Court regarding whether or not to begin the removal process outlined in the annual Interlocal Agreement.

ARTICLE IV – BOARD OF DIRECTORS

Section 1. NUMBER AND QUALIFICATIONS.

a. BOARD MEMBERS AND VOTING: Each member library shall be represented by its director as its Board member. In addition, the County shall appoint one lay member for each precinct. Lay members shall serve staggered terms of two years each. Each member shall have one vote.

Lay members missing more than three consecutive meetings without reason may be considered to have resigned. The HCLS President will inform the Commissioners' Court of any resignation, whether by lay member action or by nonattendance.

b. ALTERNATES: Each Library Director may appoint one alternate. Each library shall notify the Board of its alternate, or any changes in alternate status. Alternates shall be entitled to all rights and privileges of full membership in the absence of their library's representative; and shall assume the duties of a full voting member.

Section 2. DUTIES.

Board duties shall consist of the following:

a. To evaluate HCLS programs and services; and to develop policies to carry out the HCLS mission and purpose.

b. To prepare and approve an annual budget and service plan. These shall be submitted in sufficient time to meet the requirements of the Hidalgo County Judge, who serves as the County's chief fiscal officer.

c. To take action, make recommendations and formulate policy on any matter pertinent to the mission of HCLS as outlined in these Bylaws.

d. To act on all requests for admission to the System and to act on all requests for probationary status;

e. To elect officers of the HCLS Board. Board officers shall consist of a President, Vice-President and Secretary; and other officers the Board may deem necessary to better fulfill the HCLS mission. The Board President shall be presented to the County Commissioners' Court for confirmation as the Coordinator for HCLS.

ARTICLE V – OFFICERS

Section 1. NUMBER AND ELECTION. The permanent officers of the HCLS Board shall be a President, Vice-President and Secretary.

The President and Vice President shall be elected from the public library directors of the Board. They shall be elected in November of every second year and shall take office the following January.

The Secretary shall be elected from the remaining Board members including the lay representatives

Section 2. TERMS. All officers shall serve terms of two years.

Section 3. TERM LIMITS. No Board member shall serve in the same office for more than three consecutive terms.

Section 4. VACANCY OF PERMANENT OFFICERS. In case of vacancy of the President, Vice-President or Secretary, the position may be filled by election of a new officer who shall complete the term. Elections shall take place within 60 days of notification of vacancy. The Board shall then present its slate, or the replacement name in case of vacancy, to the County Commissioner's Court for approval.

ARTICLE VI - DUTIES OF OFFICERS

Section 1. PRESIDENT. The President shall preside at Board meetings. The President shall account for all funds received by the System and present an annual financial statement at the March Board meeting. The President assists members in all library-related activities, serves as the HCLS representative with the Commissioners' Court, and performs other duties as prescribed by the Board.

Section 2. VICE-PRESIDENT. The Vice-President shall perform all duties as may be assigned by the President or Board. In the absence or resignation of the President, the Vice-President shall serve as interim President until selection of a new President per these Bylaws.

Section 3. SECRETARY. The secretary shall record and sign meeting minutes, maintain attendance records, and perform other duties as assigned by the President or Board.

ARTICLE VII COMMITTEES AND OTHER POSITIONS

Section 1. GENERAL. Committees and other positions may be appointed by the President as the need arises, or on the request of a majority of the HCLS Board.

Section 2. STANDING COMMITTEES. There may be two standing committees, which may be appointed by the President. The President may be an ex officio member of both.

a. BUDGET COMMITTEE: The members shall be appointed by the President at the second meeting of the fiscal year. The Committee shall be composed of at least three members of the Board. The Budget Committee pursues funding through the County and maintains the annual budget. The committee annually prepares a budget report for the County and quarterly reports to the HCLS Board. The committee should also solicit funding from the County Commissioners for projects created by the Systems Committee and approved by the HCLS Board.

b. SYSTEMS STUDY COMMITTEE: Members shall be appointed by the President at the second meeting of the fiscal year. The committee may be composed of at least three members of the Board and the chairman of the Budget Committee. The Systems Committee proposes a plan of service for implementation through the budget year, including the creation of projects and initiatives, and looks for opportunities to share resources on a consortium level. This committee may also establish long-term goals for HCLS.

Section 3. NOMINATING COMMITTEE. At the September board meeting of every second year, the president may appoint a nominating committee to report to the Board in November.

ARTICLE VIII - MEETINGS

Section 1. REGULAR MEETINGS. The HCLS Board shall normally meet every third Thursday of each month. Meetings may be changed with due notice because of holiday schedules; to take advantage of regional library meetings and workshops, or other reasons.

Section 2. MEETING NOTICE. Notice of each board meeting shall be sent to member libraries

and the Hidalgo County Commissioners' Court, at least three days prior to the Board meetings. Such notice shall state the time, place, and agenda of the meeting and business to be transacted.

Section 3. PARLIAMENTARY PROCEDURE. All meetings shall be conducted in accordance with the latest edition of *Robert's Rules of Order*.

Section 4. SPECIAL MEETINGS. Special meetings for any purpose may be called by the President or any three members of the Board. These meetings may be called by notifying each of the Board members and the Hidalgo County Commissioners' Court at least three days beforehand. Notice of special meetings shall state the time, place, and business to be transacted.

Section 5. QUORUM. A majority of Board members shall constitute a quorum for business. When a quorum is present at any meeting, a majority vote of the Board members present shall decide any questions under consideration.

ARTICLE IX - FISCAL YEAR

The fiscal year of the System shall be that of the County of Hidalgo.

ARTICLE X - RECORDS AND FINANCIAL ACCOUNTING

Section 1. FILE LOCATION. All records of the System and Board shall be maintained by the Secretary.

Section 2. REPORTS. Copies of the Board minutes shall be sent to each member library and the Commissioners' Court. Copies of financial reports and disbursements shall be distributed to each library following County fund disbursements.

Section 3. FINANCIAL ACCOUNTING. The County Commissioner's Court maintains records of all financial disbursements and transactions. Theirs are the official financial records. HCLS may request records for verification, state reports and for other reasonable and lawful disclosure.

ARTICLE XI – INTER LIBRARY LOAN AND TRAVELING PATRONS

Section 1. CIRCULATION POLICY. HCLS member libraries may participate in loan of materials to other libraries for patron checkout. The library which owns the item sets the circulation policy for the item. If no policy is specified, the circulating library may use its procedure to loan the item. The loan period should not exceed one month without previous consent from the owning library.

Section 2. FINES OR FEES OF MATERIALS WITHIN HCLS. If a patron loses or damages an item from another HCLS library, fees from the item's owning library shall be charged to that patron's account. The patron will compensate the item's owning library for these lost or damaged items. When possible, the circulating library is responsible for notifying the owning library when an item is lost or damaged. If an item is lost while in transit, all fines and fees shall be waived by the owning library. Fines (late charges) shall be collected by the item's owning library.

Section 3. LOSS OR DAMAGE OF MATERIALS ORIGINATING OUTSIDE OF HCLS. After sufficient attempts to contact the patron to correct the issue have been made, the patron is blocked at all HCLS Libraries, and compensation is agreed upon with the originating library.

Section 4. TRAVELING PATRONS. Patrons may check out materials at any HCLS library according to the library's circulation policy.

ARTICLE XII – AMENDMENT OF BYLAWS

Section 1. PROCEDURES. These bylaws may be altered, amended, or expanded by the procedures set forth below:

a. A notice containing a full statement of the existing Bylaws and proposed amendment(s) and the date, time and location of the meeting shall be sent to Board representatives and alternates at least ten days prior to the meeting.

b. At such meeting, after proper notice has been given and a quorum established, the Board may adopt the proposed amendment(s) by a 2/3 majority vote of the members present.

Section 2. APPROVAL. These bylaws and subsequent changes shall be submitted to the Hidalgo County Commissioners' Court for approval.

Initial Establishment:

August 9, 1971	**The Hidalgo County Commissioners' Court first appointed the County Library Board**
January 1, 1972	**The Hidalgo County Library Board bylaws were approved with the initial terms of Board Members beginning this date**

Most Recent Revisions (in reverse chronological order):

January 22, 2009	**Bylaws revision/addition approved by the Hidalgo County Library System Board**
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***Highlighted text is not included in the final document. The highlighted text is used to designate or describe changes. Text which is struckthrough is the original text. This text is followed by the proposed change to that text.**

***Added Text is *in Italics*.**

Hidalgo County Library System Bylaws

ARTICLE I – NAME, AUTHORITY AND DEFINITIONS

Section 1. NAME. The name of the organization shall be ~~the~~ Hidalgo County Library System {Link added} (HCLS).

Section 2. AUTHORITY. The County of Hidalgo {Link added} shall provide a County Free Library System to its citizens as set forth in ~~Local Government Code Chapter 323~~ Local Government Code Chapter 323.011.

Section 3. DEFINITION. ~~HCLS shall consist of the organized public libraries within Hidalgo County.~~ HCLS shall consist of the public libraries within Hidalgo County whose city governments have agreed to an annual ~~HCLS~~ Interlocal agreement with Hidalgo County.

Section 4. DEFINITION. ~~The Hidalgo County Library System Board shall consist of the directors of the member public libraries, one lay member from each county precinct, and one lay member at-large.~~ The HCLS Board shall consist of the directors of the member public libraries and one lay member from each county precinct.

ARTICLE II - PURPOSE

Section 1. PURPOSE. The ~~Hidalgo County Library System's~~ HCLS's mission shall be to promote, coordinate and support full and free library services to all residents of Hidalgo County.

Section 2. GENERAL POWERS AND OBJECTIVES. ~~The Hidalgo County Library System~~ HCLS shall be governed by the Hidalgo County Commissioners' Court {Link added}, through the ~~Hidalgo County Library System~~ HCLS Board. Its objectives are

a. *To promote* cooperation among member libraries and with other libraries and library systems to the furtherance of Hidalgo County library services;

b. To make member library resources (with respect to the needs of the lending library) accessible throughout Hidalgo County;

c. To research, implement and evaluate services and programs which meet the informational, educational, recreational and cultural needs of Hidalgo County residents; *and*

d. To support the goals and objectives of the American Library Association {Link added} and the Texas Library Association {Link added}.

ARTICLE III – MEMBERSHIP

Section 1. ELIGIBILITY. ~~Membership shall be available to each legally established public library in Hidalgo County which is an accredited member or eligible for accredited membership in the Texas Library System~~ Initial membership shall be available to each legally established public library in Hidalgo County which is eligible for accredited membership in the Texas State Library, according to the rules and regulations in effect for the current biennium of the Texas Library Systems Act.

Provisional membership is available to libraries who have not been members in the past, who are a legally established public library in Hidalgo County, but who are not yet an accredited member or eligible for accreditation in accordance with the rules and regulations under the current biennium of the Texas Library Systems Act. Provisional members are treated as regular members approved on the first year of "probationary" status beginning from January 1 in the year following their approval. Provisional members may request "probationary" status from the ~~Hidalgo County Library System~~ HCLS Board for no more than three consecutive years.

Section 2. APPLICATION. ~~Eligible public libraries membership shall submit a letter of application for membership to the Hidalgo County Library System Board for consideration.~~ Eligible public libraries shall submit a letter of application for membership to the HCLS Board for

consideration. This letter shall be signed by their Mayor or City Manager. It shall include the ordinance or resolution of the governing body establishing the library (Texas Library Systems Act, §1.73).

Section 3. APPROVAL. Final approval for System membership shall rest with the Hidalgo County Commissioners' Court upon the Board's recommendation.

Section 4. WITHDRAWAL. After a city has been a part of ~~the Hidalgo County Library System~~ HCLS for two years, the governing body of the city may withdraw from the system by giving a minimum of six months advanced notice, in writing, to the ~~Hidalgo County Library System~~ HCLS Board. The Hidalgo County Commissioners' Court shall be informed of any member library's withdrawal. ~~(Local Government Code, § 323.008 (c))~~ {Deleted}

~~**Section 5. PROBATION. A member library that fails to meet the membership requirements of the Texas Library Systems Act for any reason is eligible for, and may request, probationary status from the Hidalgo County Library System HCLS Board. It may do so annually for up to three consecutive years. While on probationary status, a library may continue to participate in the activities of the Hidalgo County Library System HCLS.** {Deleted}~~

Section ~~6~~ 5. TERMINATION. ~~Library membership in the Hidalgo County Library System may be terminated if a member library ceases to meet membership requirements of the Texas Library Systems Act, and is not granted Hidalgo County Library System probationary status. The Hidalgo County Commissioners' Court shall be informed of any termination.~~ {Deleted} ***Library membership in HCLS may be recommended for termination through the Termination Review process. A Termination Review may only be proposed for failure to meet the individual library accreditation standards as set by the Texas State Library.~~***

To begin the Termination Review process a majority of HCLS Board Members must vote to conduct a Termination Review within an HCLS meeting. The proposal of a Termination Review should appear on the agenda of the chosen meeting and the specific criteria creating cause for review should be noted in the minutes.

The library facing the Termination Review will then have an opportunity to defend themselves in the following regular meeting. If the library is not able to make this meeting, HCLS may postpone the review until the 2nd meeting following the vote to approve a Termination Review. HCLS is not

required to postpone the review to the 2nd meeting. In the absence of a defense, the members may vote to recommend termination or vote to not recommend termination in either meeting.

Following the Termination Review, a 3/4ths majority of libraries is needed to recommend the termination of a library's membership in HCLS. The Hidalgo County Commissioners' Court shall be informed of the recommendation and the President will be responsible for soliciting a decision from the Commissioners' Court regarding whether or not to begin the removal process outlined in the annual Interlocal Agreement.

ARTICLE IV – BOARD OF DIRECTORS

Section 1. NUMBER AND QUALIFICATIONS.

a. BOARD MEMBERS AND VOTING: Each member library shall be represented by its director as its Board member. In addition, the County shall appoint one lay member for each precinct ~~and one lay member at large~~ {Deleted}. Lay members shall serve staggered terms of two years each. Each member shall have one vote.

Lay members missing more than three consecutive meetings without reason ~~shall~~ may be considered to have resigned. The HCLS President will inform the Commissioners' Court of any resignation, whether by lay member action or by nonattendance.

~~No lay member shall serve more than three consecutive terms.~~ {Deleted}

b. ALTERNATES: Each ~~Board member~~ Library Director may appoint one alternate. Each library shall notify the Board of its alternate, or any changes in alternate status. Alternates shall be entitled to all rights and privileges of full membership in the absence of their library's representative; and shall assume the duties of a full voting member.

Section 2. DUTIES.

Board duties shall consist of the following:

a. To evaluate ~~Hidalgo County Library System~~ HCLS programs and services; and to develop policies to carry out the ~~Hidalgo County Library System~~ HCLS mission and purpose.

b. To prepare and approve an annual budget and service plan. These shall be submitted in sufficient time to meet the requirements of the Hidalgo County Judge, who serves as the County's chief fiscal officer.

c. To take action, make recommendations and formulate policy on any matter pertinent to the mission of ~~the Hidalgo County Library System~~ HCLS as outlined in these Bylaws.

d. To act on all requests for admission to the System and to act on all requests for probationary status;

e. To elect officers of the ~~Hidalgo County Library System~~ HCLS Board. Board officers shall consist of a President, Vice-President and Secretary; and other officers the Board may ~~see fit to create~~ deem necessary to better fulfill the HCLS mission. ~~The Board President shall be presented to the County Commissioners' Court for confirmation as the County Librarianand Coordinator for the Hidalgo County Library System. (Local Government Code §323.005).~~The Board President shall be presented to the County Commissioners' Court for confirmation as the Coordinator for HCLS.

ARTICLE V – OFFICERS

Section 1. NUMBER AND ELECTION. The permanent officers of the ~~Hidalgo County Library System~~ HCLS Board shall be a President, Vice-President and Secretary.

~~The President shall be elected by the Board from the public library directors of the Board. S/he shall be elected in November of every second year and shall take office the following January.~~

~~The Vice-President and Secretary may be elected from other member library staff, with the consent of the director of the library affected, and upon majority approval of the HCLS Board.~~

The President and Vice President shall be elected from the public library directors of the Board. They shall be elected in November of every second year and shall take office the following January.

The Secretary shall be elected from the remaining Board members including the lay representatives

Section 2. TERMS. All officers shall serve terms of two years.

Section 3. TERM LIMITS. No Board member shall serve in the same office for more than three consecutive terms.

Section 4. VACANCY OF PERMANENT OFFICERS. In case of vacancy of the President, Vice-President or Secretary, the position may be filled by election of a new officer who shall complete the term. Elections shall take place within 60 days of notification of vacancy. The Board shall then present its slate, or the replacement name in case of vacancy, to the County Commissioner's Court for approval.

ARTICLE VI - DUTIES OF OFFICERS

Section 1. PRESIDENT. The President shall preside at Board meetings. ~~The President shall account for all funds received by the System; authorize all invoices presented by member libraries, or received on their behalf for payment; and present monthly financial statements at Board meetings.~~ The President shall account for all funds received by the System and present an annual financial statement at the March Board meeting. ~~As County Librarian,~~ {Deleted} ~~The~~ The President assists members in all library-related activities, serves as the HCLS representative with the Commissioners' Court, and performs other duties as prescribed by the Board.

Section 2. VICE-PRESIDENT. The Vice-President shall perform all duties as may be assigned by the President or Board. In the absence or resignation of the President, the Vice-President shall serve as interim President until selection of a new President per these Bylaws.

Section 3. SECRETARY. The secretary shall record and sign meeting minutes, *maintain attendance records* {Added text}, and ~~shall~~ {Deleted} perform other duties as assigned by the President or Board.

ARTICLE VII COMMITTEES AND OTHER POSITIONS

Section 1. GENERAL. Committees and other positions may be appointed by the President as the need arises, or on the request of a majority of the ~~Hidalgo County Library System~~ HCLS Board.

Section 2. STANDING COMMITTEES. There may be two standing committees, which may be appointed by the President. The President may be an ex officio member of both.

~~a. BUDGET COMMITTEE: The members shall be appointed by the president at the second meeting of the fiscal year. The Committee shall be composed of the President, at least two other members of the Board. The Budget Committee shall work with the President/County Librarian in the preparation of the budget.~~

a. BUDGET COMMITTEE: The members shall be appointed by the President at the second meeting of the fiscal year. The Committee shall be composed of at least three members of the Board. The Budget Committee pursues funding through the County and maintains the annual budget. The committee annually prepares a budget report for the County and quarterly reports to the HCLS Board. The committee should also solicit funding from the County Commissioners for projects created by the Systems Committee and approved by the HCLS Board.

~~b. SYSTEMS STUDY COMMITTEE: Members shall be appointed by the president at the second meeting of the fiscal year. The committee shall be composed of the President and at least one additional member of the Board, and the chairman of the Budget Committee. The purpose of the committee shall be to propose a plan of service for implementation through the budget year. This committee shall also establish long-term goals for the System.~~

b. SYSTEMS STUDY COMMITTEE: Members shall be appointed by the President at the second meeting of the fiscal year. The committee may be composed of at least three members of the Board and the chairman of the Budget Committee. The Systems Committee proposes a plan of service for implementation through the budget year, including the creation of projects and initiatives, and looks for opportunities to share

resources on a consortium level. This committee may also establish long-term goals for HCLS.

Section 3. NOMINATING COMMITTEE. At the September board meeting of every second year, the president may appoint a nominating committee to report to the Board in November.

ARTICLE VIII - MEETINGS

Section 1. REGULAR MEETINGS. The ~~Hidalgo County Library System~~ HCLS Board shall normally meet every third Thursday of each month. Meetings may be changed with due notice because of holiday schedules; to take advantage of regional library meetings and workshops, ~~such as South Texas Library System geographical meetings;~~ {Deleted} or other reasons.

Section 2. MEETING NOTICE. Notice of each board meeting shall be sent to member libraries and the Hidalgo County Commissioners' Court, at least three days prior to the Board meetings. Such notice shall state the time, place, and agenda of the meeting and business to be transacted.

Section 3. PARLIAMENTARY PROCEDURE. All meetings shall be conducted in accordance with the latest edition of *Robert's Rules of Order*.

Section 4. SPECIAL MEETINGS. Special meetings for any purpose may be called by the President or any three members of the Board. These meetings may be called by notifying each of the Board members and the Hidalgo County Commissioners' Court at least three days beforehand. Notice of special meetings shall state the time, place, and business to be transacted.

Section 5. QUORUM. A majority of Board members shall constitute a quorum for business. When a quorum is present at any meeting, a majority vote of the Board members present shall decide any questions under consideration.

ARTICLE IX - FISCAL YEAR

The fiscal year of the System shall be that of the County of Hidalgo.

ARTICLE X - RECORDS AND FINANCIAL ACCOUNTING

Section 1. FILE LOCATION. All records of the System and Board ~~including copies of financial transactions,~~ {Deleted} shall be maintained by the Secretary.

Section 2. REPORTS. Copies of the Board minutes shall be sent to each member library and the Commissioners' Court. Copies of financial reports and disbursements shall be distributed to each library following County fund disbursements.

Section 3. FINANCIAL ACCOUNTING. The County Commissioner's Court maintains records of all financial disbursements and transactions. Theirs are the official financial records. ~~The Hidalgo County Library System~~ HCLS may request records for verification, state reports and for other reasonable and lawful disclosure.

{Added Article Below}

ARTICLE XI – INTER LIBRARY LOAN AND TRAVELING PATRONS

Section 1. CIRCULATION POLICY. HCLS member libraries may participate in loan of materials to other libraries for patron checkout. The library which owns the item sets the circulation policy for the item. If no policy is specified, the circulating library may use its procedure to loan the item. The loan period should not exceed one month without previous consent from the owning library.

Section 2. FINES OR FEES OF MATERIALS WITHIN HCLS. If a patron loses or damages an item from another HCLS library, fees from the item's owning library shall be charged to that patron's account. The patron will compensate the item's owning library for these lost or damaged items. When possible, the circulating library is responsible for notifying the owning library when an item is lost or damaged. If an item is lost while in transit, all fines and fees shall be waived by the owning library. Fines (late charges) shall be collected by the item's owning library.

Section 3. LOSS OR DAMAGE OF MATERIALS ORIGINATING OUTSIDE OF HCLS. After sufficient attempts to contact the patron to correct the issue have been made, the patron is blocked at all HCLS Libraries, and compensation is agreed upon with the originating library.

Section 4. TRAVELING PATRONS. Patrons may check out materials at any HCLS library according to the library's circulation policy.

{End of Added Article}

~~ARTICLE XI~~ ARTICLE XII – AMENDMENT OF BYLAWS

Section 1. PROCEDURES. These bylaws may be altered, amended, or expanded by the procedures set forth below:

a. A notice containing a full statement of the existing Bylaws and proposed amendment(s) and the date, time and location of the meeting shall be sent to Board representatives and alternates at least ten days prior to the meeting.

b. At such meeting, after proper notice has been given and a quorum established, the Board may adopt the proposed amendment(s) by a 2/3 majority vote of the members present.

Section 2. APPROVAL. These bylaws and subsequent changes shall be submitted to the Hidalgo County Commissioners' Court for approval.

~~**Initial Establishment:**~~

~~**The Hidalgo County Commissioners' Court first appointed the County Library Board August 9, 1971.**~~
~~**The Hidalgo County Library Board bylaws were approved with the initial terms of Board Members starting on January 1, 1972.**~~

Initial Establishment:

August 9, 1971	**The Hidalgo County Commissioners' Court first appointed the County Library Board**
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~~Most Recent Revisions (in reverse chronological order):~~

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~~Approved by the Hidalgo County Commissioners' Court on May 19, 2009.~~

~~Bylaw revision/addition approved by the Hidalgo County Library System Board on April 18, 2002.~~
~~Approved by Hidalgo County Commissioners' Court on May 28, 2002.~~

~~Approved by the HCLS Board on 10/10/2000.~~
~~Approved by Hidalgo County Commissioners' Court and effective January 1, 2001.~~

~~Revisions approved by Hidalgo County Library System, July 28, 1998.~~
~~Revisions approved by Hidalgo County Commissioners' Court, August 10, 1998.~~

~~Bylaws approved by Hidalgo County Commissioners' Court, June 9, 1986.~~
~~Revisions approved September 8, 1987.~~

~~Bylaws approved by the Hidalgo County Library System, April 22, 1986.~~
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Recap of Changes to the Hidalgo County Library System Bylaws

Changes throughout the document

- Hidalgo County Library System is abbreviated to HCLS.
- Grammatical errors were corrected.

Article I

- Hyperlinks for HCLS and the County were added.
- We no longer reference Local Government Code Chapter 323 and now we specify Local Government Code Chapter 323.011.
- The definition of HCLS was slightly modified to specify libraries that have agreed to the Interlocal
- The definition of the HCLS board was modified and eliminates the lay rep at large.

Article II

- Hyperlinks for the County Court, the Texas Library Association, and the American Library Association were added.

Article III

- Eligibility was redefined so that accreditation is now only required for initial membership.
- Application now requires a signed letter by city administration and reference to the ordinance or resolution establishing the library within that letter.
- Probation was eliminated.
- The Termination section was rewritten to create a process for review and recommendation of termination to the county. HCLS is no longer able to terminate membership directly and instead recommends termination and leaves the decision to the County Court.

Article IV

- Board composition reflects the elimination of the at large lay member.
- Term limits for lay members were eliminated.
- Lay members no longer appoint alternates.
- The presentation process of the President to the County Court was slightly altered.

Article V

- The election section was rewritten but there were no substantial changes.

Article VI

- The accounting and presentation responsibilities of the President were slightly modified.
- Maintaining attendance records was added to the Secretary's responsibility.

Article VII

- The definition and responsibilities of the Budget Committee were changed to include pursuit of funding through the County, maintenance of the annual budget, annual budget report to the County, quarterly reports to the HCLS Board, and solicitation of funding for projects created by the Systems Committee and approved by the HCLS Board.
- The definition and responsibilities of the Systems Committee were changed to include the pursuit of opportunities to share resources on a consortium level and the creation of special projects and initiatives.

Article XI (New Article)

- Establishes broad regulations for Inter Library Loan and patrons traveling between libraries.
- Establishes that the library which owns an item sets the circulation policy unless unspecified and sets loan limits.
- Establishes that a patron is responsible to compensate the item's owning library for lost or damaged items and establishes that no items lost in transit will incur fees.
- Establishes protocol for materials originating from outside of the HCLS libraries.
- Establishes that patrons may check out materials at any HCLS library according to the library's circulation policy.

Establishment and Revision History

- Information is the same, the text was simply reformatted.

Executive Office 11. F.

AI-52773

CC - REGULAR
Meeting Date: 01/05/2016
Submitted For: Roy Quintanilha, SAFETY DIVISION
Submitted By: Aida Alvarez, SAFETY DIVISION
Department: SAFETY DIVISION

Information

CAPTION

1. Approval to accept the settlement agreement offer from the Office of the Attorney General in the amount of $4,000.00 to settle auto accident claim with County vehicle. (Constable Precinct 1)
2. Approval to authorize Valde Guerra, County Executive Officer, to sign the Release and Indemnity Agreement form and any other documents to settle the auto claim with the Office of the Attorney General. (Constable Precinct 1)

BACKGROUND

DOI: 05/30/15 Acct #: 5-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

Settlement Agreement Offer from the Office of the Attorney General

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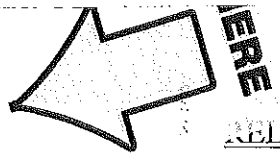
Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/28/2015 04:07 PM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Aida Alvarez Started On: 12/28/2015 11:18 AM
Final Approval Date: 01/01/2016

"STATE" ON BOTH PAGES MUST MATCH. "COUNTY" ON BOTH PAGES MUST MATCH. SIGN IN FRONT OF NOTARY. "COUNTY" IS THE COUNTY RELEASE IS SIGNED IN – NOT WHERE YOU LIVE. **RETURN ORIGINAL SIGNED RELEASE. COPIES AND SCANS ARE NOT ACCEPTED.**



THE STATE OF TEXAS

RELEASE AND INDEMNITY AGREEMENT

COUNTY OF _____ §

A.G. No. 15-3592621

This Release and Indemnity Agreement is by and between The County of Hidalgo, Texas (hereinafter "Hidalgo County"), and the State of Texas, which parties hereinafter state:

WHEREAS, Hidalgo County alleges that their vehicle, a 2008 Ford Crown Victoria police car, sustained property damage on or about May 30, 2015, as a result of an automobile accident involving a vehicle owned by the State of Texas and operated by Ruben Soto; and

WHEREAS, the parties hereto desire to compromise and settle all claims and causes of action for property damage, loss of use, diminution in value, storage and towing expenses (hereinafter collectively, "Property Damage Claims"), which Hidalgo County has had in the past or will have in the future arising out of the aforementioned occurrence;

NOW, THEREFORE, for and in consideration of **FOUR THOUSAND AND 00/100 DOLLARS ($4,000.00)**, the receipt and sufficiency of which is hereby acknowledged, Hidalgo County has this day released, acquitted and forever discharged Ruben Soto, the Texas Department of Public Safety, and the State of Texas, their agents, employees, servants, and all persons, natural or corporate, in privity with them or any of them (hereinafter collectively, "The Released Parties"), from any and all Property Damage Claims of any kind whatsoever, at common-law, statutory, contractual, or otherwise, which Hidalgo County now has or may have, known or unknown, now existing or that might arise hereafter, directly or indirectly attributable to the above-described occurrence, it being intended to release all Property Damage Claims of any kind which Hidalgo County might have against The Released Parties.

TO THE EXTENT PERMITTED BY TEXAS LAW, HIDALGO COUNTY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL PROPERTY DAMAGE CLAIMS OF ANY AND ALL CLAIMANTS ARISING OUT OF THE OCCURRENCE MADE THE SUBJECT OF THIS RELEASE AND INDEMNITY AGREEMENT. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS INDEMNITY AGREEMENT APPLIES TO ALL PROPERTY DAMAGE CLAIMS, KNOWN OR UNKNOWN, BASED IN STATUTE, CONTRACT, COMMON LAW, OR OTHERWISE, AND INCLUDING BUT NOT LIMITED TO

 *Hidalgo County's Rep's initials:*____

THOSE PROPERTY DAMAGE CLAIMS BASED ON THE ALLEGED NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE RELEASED PARTIES.

It is EXPRESSLY UNDERSTOOD and AGREED that the terms hereof are contractual and not merely recitals and that the agreements herein contained and the consideration transferred are to compromise doubtful and disputed claims, avoid litigation and buy peace, and that no payments made or releases or other consideration given shall be construed as an admission of liability, same being expressly denied.

Hidalgo County warrants that it is the sole owner and holder of the Property Damage Claims made the subject of this agreement and that it has made no assignment or other transfer of all or any portion of said Property Damage Claims.

The undersigned authorized representative of Hidalgo County further warrants that s/he has read this agreement and fully understands it to be a settlement and release of all Property Damage Claims, known or unknown, present or future, that Hidalgo County now has or may have against The Released Parties arising out of the matters described. The undersigned authorized representative of Hidalgo County warrants that s/he is of legal age and legally competent to execute this document, and that s/he does so of his or her own free will and accord without reliance on any representation of any kind or character not expressly set forth herein.

THE COUNTY OF HIDALGO, TEXAS

_____ _____

Signature of Authorized Representative Title

_____

Printed Name

THE STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, _____, for The County of Hidalgo, Texas, who is

(____) known to me, or

(____) proved to me, through _____(a current identification card or other document issued by the federal or state government that contains a photograph and signature of the acknowledging person),

to be the person who executed the foregoing document and acknowledged to me that s/he has read and understands the document, that s/he is fully authorized to execute same, and that s/he does so for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 201___.

_____
Notary Public in and for
The State of Texas

UNIVERSAL CLAIMS SERVICES, INC.
P.O. BOX 5609
MCALLEN, TX 78502-5609
PHONE: (956) 994-1277 FAX: 994-9958

***** ESTIMATE *****

06/10/2015 03:37 PM

Owner

Owner: Hidalgo County P1

Control Information

Loss Date/Time: 05/30/2015
Deductible: Unknown
File # : 01-44495CG

Loss Type: Collision
Accounting # :

Ins. Company: Universal Claims Services
Company Contact: Montalvo
Address: P. O. Box 5609
City State Zip: McAllen, TX 78502-5609
Email: UniClmSrv@aol.com

Work/Day: (956)994-1277
FAX: (956)994-9958

Insured: Hidalgo County P1

Claim Rep: Sylvia Anciso
Contact: Unkn

Inspection

Inspection Date: 06/10/2015
Inspection Location: Parking Lot
City State Zip: Weslaco, TX 78596
Primary Impact: Front

Inspection Type: Independent Field
Contact:
FAX:
Secondary Impact:

Appraiser Name: Charlie Guerra
Address:
City State Zip:
Email: uniclmsrv@aol.com

Appraiser License # :
Work/Day: (956)994-1277
FAX: (956)994-9958

Vehicle

2008 Ford Crown Victoria Police Intercptr 4 DR Sedan
8cyl gas 4.6 liter flex
4 Speed Automatic

Lic.Plate: 104-1598
Lic Expire:
Prod Date:
Veh Insp# :
Condition: Fair
Ext. Color: White
Ext. Refinish: Two-Stage

Lic State: TX
VIN: 2FAFP71V78X154328
Mileage: 102,883
Mileage Type: Actual
Code: P4183C
Int. Color:
Int. Refinish:

Options

AM/FM Stereo	Air Conditioning	Anti-Lock Brakes
Bucket Seats	Dual Airbags	Heavy Duty Cooling
Heavy Duty Suspension	Intermittent Wipers	Power Brakes
Power Door Locks	Power Mirrors	Power Steering
Power Windows	Pwr Driver Lumbar Supp	Rear Window Defroster
Rem Trunk-L/Gate Release	Styled Steel Wheels	Tachometer
Tilt Steering Wheel	Tinted Glass	Velour/Cloth Seats

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front End Panel And Lamps										
1	N	973		Headlamps Aim	Additional Labor				0.4	SM
Radiator Support										
2	E	81		Airbag Sensor,Front LT	5W1Z14B004AA	$111.85			0.3	ME
Cooling And Air Conditioning										
3	N	980		A/C Evac Rechrg & Rcvr	Additional Labor				1.8	ME
Front Suspension										
4	N	974		Suspension Align,Frt	Additional Labor	$69.95*			0.0*	ME
Upper Steering Components										
5	E	948		Clock Spring	6W1Z14A664A	$76.08			1.3	ME
6	E	878	01	Airbag,Steering Wheel	7W7Z54043B13AA	$741.60			INC	ME
Center Console And Seat Tracks										
7	E	765		Module,Airbag Control	7W7Z14B321A	$472.80			0.2	ME
Section Replacement & Refinish										
8	EU	2		Section,Front Body	LIKE KIND & QUAL.PRT	$1,200.00*	+25.00		12.6	SM
				>> Rey's Auto Salv.						
9	L	2	13	Section,Front Body	Refinish				17.9	RF
Manual Entries										
10	E	M03		Flex Additive	Replace OEM	$5.00*				RF
11	I	M18		Set-Up And Measure	Repair				2.0*	FR
12	I	M40		Frame Sidesway,Front	Repair				4.5*	FR
13	SB	M60		Hazardous Waste Removal	Sublet Repair	$5.00*				SM
14	EC			Front Push Bar	Replace Economy	$225.00*			1.5*	SM*

14 Items

MC	Message
01	CALL DEALER FOR EXACT PART # / PRICE
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts		$1,407.33	
Other Parts		$1,494.95	
Paint & Materials	17.9 Hours @ $30.00	$537.00	
Line Item Markup		$300.00	
Parts & Material Total			$3,739.28
Tax on Parts & Material	@ 8.250%		$308.49

Labor	**Rate**	**Repair Hrs**	**Total Hrs**

		Replace Hrs			
Sheet Metal (SM)	$40.00	14.1	0.4	14.5	$580.00
Mech/Elec (ME)	$75.00	1.8	1.8	3.6	$270.00
Frame (FR)	$48.00		6.5	6.5	$312.00
Refinish (RF)	$40.00	17.9		17.9	$716.00

Labor Total	42.5 Hours		$1,878.00
Sublet Repairs		$5.00	
Gross Total			**$5,930.77**
Less: Deductible			Unknown-
Net Total			**$5,930.77 TOTAL LOSS**

Alternate Parts No

Audatex Estimating 7.0.533 ES 06/10/2015 03:48 PM REL 7.0.533 DT 05/01/2015 DB 06/01/2015
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3.5 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

THIS IS NOT A REPAIR AUTHORIZATION. NO SUPPLEMENT WITHOUT PRIOR APPROVAL.

Op Codes

* = User-Entered Value
EC = Replace Economy
ET = Partial Replace Labor
TE = Partial Replace Price
L = Refinish
TT = Two-Tone
BR = Blend Refinish
CG = Chipguard
AA = Appearance Allowance
E = Replace OEM
OE = Replace PXN OE Srpls
EP = Replace PXN
PM = Replace PXN Reman/Reblt
PC = Replace PXN Reconditioned
SB = Sublet Repair
I = Repair
RI = R & I Assembly
RP = Related Prior Damage
NG = Replace NAGS
UE = Replace OE Surplus
EU = LIKE KIND & QUAL.PRT
UM = Replace Reman/Rebuilt
UC = Replace Reconditioned
N = Additional Labor
IT = Partial Repair
P = Check

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2008 Ford Crown Victoria

Style: LX Sedan 4D

Mileage: 102883 Change

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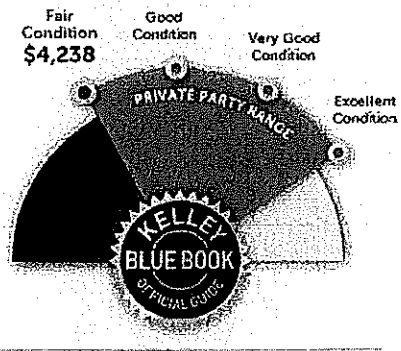

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AI-52817

Executive Office 11. G.

CC - REGULAR
Meeting Date: 01/05/2016
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting permission by Museum of South Texas History to use county parking lots near the museum for use by visitors to the museum for the following events for 2016:

EVENT	**DATE**	**TIME**
Pioneer & Ranching Crafts Day	Saturday, Feb. 20th	9am to 5pm
Summer Nights at the Museum	Thursdays, June 9th & 30th & July 14th	7pm to 9pm
Fandango! 2016	Saturday, Oct. 8th	5:30 pm to 11pm
Dia de los Muertos	Saturday, Oct. 29th	9am to 5pm
Fiesta De Noche Buena	Sunday, Dec. 11th	1pm to 5pm

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Requesting permission...to use county parking lots

Attachments

requst

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/30/2015 01:12 PM
Manuel Chapa	Manuel Chapa	12/30/2015 02:27 PM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Monica Badillo Started On: 12/30/2015 11:47 AM
Final Approval Date: 01/01/2016

MUSEUM OF SOUTH TEXAS HISTORY

Founded in 1967 as the Hidalgo County Historical Museum

RECEIVED
DEC 18 2015
COUNTY JUDGE

December 10, 2015

The Honorable Ramon Garcia
Hidalgo County Courthouse
P. O. Box 1356
Edinburg, TX 78540

Dear Judge Garcia:

On behalf of the museum's Board of Trustees and Advisors, I respectfully request the use of the County parking lots near the museum for use by visitors to the museum for the following events in 2016:

- Pioneer & Ranching Crafts Day, Saturday, February 20, from 9:00 a.m. to 5:00 p.m.
- Summer Nights at the Museum, Thursdays, June 9 and 30 and July 14, from 7:00 p.m. to 9:00 p.m.
- ¡Fandango! 2014, Saturday, October 8, from 5:30 p.m. to 11:00 p.m.
- Día de los Muertos, Saturday, October 29, from 9:00 a.m. to 5:00 p.m.
- Fiesta de Noche Buena, Sunday, December 11, from 1:00 p.m. to 5:00 p.m.

A copy of our insurance certificate is enclosed as part of the request.

Thank you very much for the Court's prompt consideration of our request.

Sincerely,

Shan

(Mrs.) Shan P. Rankin
Executive Director

cc: Valde Guerra

HIDAL-9 OP ID: CS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/15/2015

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 Shepard Walton King Ins. Group 121 W. Pecan McAllen, TX 78501 Cynthia Cabaza, CIC	CONTACT NAME: Nancy Olmedo PHONE (A/C, No, Ext): 956-682-2841 FAX (A/C, No): 956-630-4015 E-MAIL ADDRESS: nolmedo@swkins.com
INSURED Museum of South Texas History 200 N. Closner Edinburg, TX 78539	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Berkley Regional Insurance Co. INSURER B : Employers Preferred Insurance 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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO-JECT LOC OTHER			BPK200859411	12/31/2015	12/31/2016	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 $ 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)	$ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			BUM200870012	12/31/2015	12/31/2016	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			EIG170269402	06/25/2015	06/25/2016	PER STATUTE 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Hidalgo County Courthouse
The Honorable Ramon Garcia
P. O. Box 1356
Edinburg, TX 78540

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

Cynthia Cabaza

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HIDAL-9 OP ID: CS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/15/2015

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PRODUCER Shepard Walton King Ins. Group 121 W. Pecan McAllen, TX 78501 Cynthia Cabaza, CIC	CONTACT NAME: Nancy Olmedo PHONE (A/C, No, Ext): 956-682-2841 FAX (A/C, No): 956-630-4015 E-MAIL ADDRESS: nolmedo@swkins.com
INSURED Museum of South Texas History 200 N. Closner Edinburg, TX 78539	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Berkley Regional Insurance Co. INSURER B : Employers Preferred Insurance 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							
	CLAIMS-MADE [X] OCCUR			BPK200859411	12/31/2015	12/31/2016	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	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)	$
								$
A	X UMBRELLA LIAB X OCCUR							
	EXCESS LIAB CLAIMS-MADE			BUM200870012	12/31/2015	12/31/2016	EACH OCCURRENCE	$ 1,000,000
	DED RETENTION $						AGGREGATE	$ 1,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A			EIG170269402	06/25/2015	06/25/2016	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

HIDCOED

Hidalgo County
2812 So. Bus Hwy 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

Cynthia Cabaza

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AI-52760

Human Resources 12. A.

CC - REGULAR
Meeting Date: 01/05/2016
Submitted For: Raul Silguero, HUMAN RESOURCES
Submitted By: Diana Munoz, HUMAN RESOURCES
Department: HUMAN RESOURCES

Information

CAPTION

District Attorney - Domestic Violence Specialty Prosecutor (1281)/DA Investigation HB65 (1223):
1. Discussion, consideration, and approval of the following personnel actions, effective next pay period of 01/11/2016:

Action	Dept/Program	Slot No.	Position Title	Current Budgeted Salary/Allowance	Proposed Budgeted Salary/Allowance	Total Adjustment
Salary Adjustment (Increase)	080-018	G002	Assistant District Attorney III	$64,993.00	$65,405.00	$412.00
	080-007	A142		$900.00	$900.00	$0.00

2. Approval to revise the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1281-412-00-080-018-5-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funds are available as of 12/29/15.

Attachments

Fiscal Note
PAR

Form Review

Inbox Reviewed By Date

Budget & Management	Veronica Ortiz	12/28/2015 10:50 AM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Diana Munoz Started On: 12/23/2015 04:28 PM

Final Approval Date: 01/01/2016

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, January 05, 2016 Agenda Item: 52760

Summary of request/proposal:
CJD-DVSP (1281)-
Approval of the following personnel action, effective 1/11/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1281	ASSISTANT DISTRICT ATTORNEY III	G002	113	64,993.00	65,405.00	412.00
				64,993.00	65,405.00	412.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1281-412-00-080-018-5-	113	CJD-DVSP-	REGULAR FULL TIME	$265.20
6-1281-412-00-080-018-5-	211	CJD-DVSP-	HEALTH INSURANCE	$0.00
6-1281-412-00-080-018-5-	212	CJD-DVSP-	LIFE INSURANCE	$0.00
6-1281-412-00-080-018-5-	220	CJD-DVSP-	FICA	$20.29
6-1281-412-00-080-018-5-	230	CJD-DVSP-	RETIREMENT	$28.00
6-1281-412-00-080-018-5-	250	CJD-DVSP-	UNEMPLOYMENT COMP	$1.59
6-1281-412-00-080-018-5-	260	CJD-DVSP-	WORKER'S COMP	$0.29
			2016 Budgetary Impact	$315.37

Possible Funding Sources: Funds have been appropriated.

Comments:

Hidalgo Co. Budget Office
2/3/2005

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, January 05, 2016 Agenda Item: 52760

Summary of request/proposal:
DA INVESTIGATION HB65 (1223)-
Approval of the following personnel action, effective 1/11/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1223	ASSISTANT DISTRICT ATTORNEY III (auto allowance)	A142	118	900.00	900.00	0.00
				900.00	900.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1223-412-00-080-007-0-	118	DA INVESTIGATION HB65-	AUTO ALLOWANCE	$0.00
6-1223-412-00-080-007-0-	211	DA INVESTIGATION HB65-	HEALTH INSURANCE	$0.00
6-1223-412-00-080-007-0-	212	DA INVESTIGATION HB65-	LIFE INSURANCE	$0.00
6-1223-412-00-080-007-0-	220	DA INVESTIGATION HB65-	FICA	$0.00
6-1223-412-00-080-007-0-	230	DA INVESTIGATION HB65-	RETIREMENT	$0.00
6-1223-412-00-080-007-0-	250	DA INVESTIGATION HB65-	UNEMPLOYMENT COMP	$0.00
6-1223-412-00-080-007-0-	260	DA INVESTIGATION HB65-	WORKER'S COMP	$0.00
			2016 Budgetary Impact	$0.00

Possible Funding Sources: No Budgetary Impact

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 29 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-018) DATE: 12/9/2015 (Revised 12/29/15)

CJD-DVSP / DA Investigation HB65 (080-007) PT

CURRENT POSITION TITLE: ASSISTANT DISTRICT ATTORNEY III CURRENT SLOT #: 018-G002 / 007-A142

REQUESTED POSITION TITLE: ASSISTANT DISTRICT ATTORNEY III

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Salary Increase

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

POSITION SALARY REQUEST:

Salary Amount:

$ 64,993.00	$ 65,405.00	$ 412.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Allowance Amount:

$ 900.00	$ 900.00	$ 0.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

☒ Other Domestic Violence Specialty Prosecutor Grant

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:
Exempt ☒
Non-Exempt ☐
N/A ☐

FLSA:
Exempt ☒
Non-Exempt ☐

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

Increase is necessary tobe in line with that of the Felony Prosecutor salary.

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

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

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	12/9/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2. HUMAN RESOURCES DIRECTOR	Date	PERSONNEL PROCEDURES COMPLETED	[ ]	YES	[ ]	NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	12/29/2015 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4. COMMISSIONERS' COURT APPROVAL	Date					

Human Resources 12. B.

AI-52695

CC - REGULAR
Meeting Date: 01/05/2016
Submitted For: Raul Silguero, HUMAN RESOURCES
Submitted By: Diana Munoz, HUMAN RESOURCES
Department: HUMAN RESOURCES

Information

CAPTION

HIDTA Chapter 59 Asset Forfeiture (1251):
1. Approval of 2016 HIDTA Chapter 59 Asset Forfeiture Fund Budget (1251).
2. Approval of appropriation of the HIDTA Chapter 59 Asset Forfeiture funds.

HIDTA US Treasury Asset Forfeiture (1252):
1. Approval of 2016 HIDTA US Treasury Asset Forfeiture Fund Budget (1252).
2. Approval of appropriation of the HIDTA US Treasury Asset Forfeiture funds.

HIDTA Chapter 59 Asset Forfeiture (1251)/HIDTA US Treasury E-Sharing (1252):
1. Approval of the following personnel actions, effective 01/01/16:

Action	Slot#	Dept/ Program	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Delete	0001	270-012 (HIDTA US Treasury)	Criminal Investigator II	$61,800.00	$0.00
Delete	0002	270-012 (HIDTA US Treasury)	Criminal Investigator II	$61,800.00	$0.00
Create	0027	270-011 (HIDTA Chapter 59)	Criminal Investigator II	$0.00	$61,800.00
Create	0028	270-011 (HIDTA Chapter 59)	Criminal Investigator II	$0.00	$61,800.00

2. Approval to waive posting, hiring and enrollment procedures and assign employee #114863 to Slot No. 0027, Criminal Investigator II position.
3. Approval to waive posting, hiring and enrollment procedures and assign employee #072613 to Slot No. 0028, Criminal Investigator II position.
4. Approval to revise the salary schedule in accordance with Commissioners Court action.

HIDTA Task Force (1291) / HIDTA Chapter 59 Asset Forfeiture (1251):

1. Approval of the salary increases and redistribution of salary allocations, as listed on Exhibit A, effective 01/11/16.
2. Approval to revise the salary schedule in accordance with Commissioners Court action.

HIDTA Other Asset Forfeiture Fund (1253):
1. Approval of 2016 HIDTA Other Asset Forfeiture Budget.
2. Approval of appropriation of the HIDTA Other Asset Forfeiture funds.

HIDTA US Justice E-Sharing Asset Forfeiture Fund (1254):
1. Approval of 2016 HIDTA US Justice Asset Forfeiture Budget.
2. Approval of appropriation of the HIDTA US Justice Asset Forfeiture funds.
3. Authorization to pay overtime to the Hidalgo County HIDTA Task Force Criminal Investigators from January 1, 2016 - December 31, 2016 under the US Justice E-Sharing terms and conditions.

BACKGROUND

The Hidalgo County Personnel Policy Manual stated that "Upon approval of Governing Authority, wages for extra hours or overtime hours may be paid in cash and included in the employee's paycheck for the work period in which the extra hours or overtime hours occurred, in the paycheck following such work period".

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1251-412-00-270-011-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Appropriation of funds.

FISCAL YEAR: 2016 ACCT. #: 6-1252-412-00-270-012-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Appropriation of funds.

FISCAL YEAR: 2016 ACCT. #: 6-1253-412-00-270-013-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Appropriation of funds.

FISCAL YEAR: 2016 ACCT. #: 6-1254-412-00-270-014-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Appropriation of funds.

FISCAL YEAR:	2016	ACCT. #:	6-1291-412-00-270-003-X-XXX
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:

Funds are available; funds have been appropriated.

Attachments

F1254 - Appropriation
F1253 - Appropriation
Exhibit A
F1251 - Appropriation
Fiscal Note
F1252 - Appropriation
PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/28/2015 10:50 AM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Diana Munoz Started On: 12/16/2015 01:46 PM

Final Approval Date: 01/01/2016

DATE: December 8, 2015

DEPARTMENT HEAD: Ricardo Roddriugez, Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force

ACCOUNT NUMBER: Expenditure - 1254-412-00-270-014-0-XXX (**US Dept of Justice Funds**)

SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S., Articles 689a-11,1666a and 1666b

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, 1666b:

INCREASE OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME		INCREASE (DECREASE)
6-1254-412-00-270-014-0	131	Overtime	$	110,000.00
6-1254-412-00-270-014-0	220	FICA / Social Security Contributions		8,415.00
6-1254-412-00-270-014-0	230	Retirement		11,616.00
6-1254-412-00-270-014-0	250	Unemployment Compensation		660.00
6-1254-412-00-270-014-0	260	Workers' Compensation		3,432.00
		TOTAL APPROPRIATIONS	$	134,123.00

TO APPROPRIATE THE HIDALGO COUNTY HIDTA U.S. DEPARTMENT OF JUSTICE ASSET FORFEITURE FUNDS

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

_____ ___/___/___ _____

APPROVED BY COMMISSIONER'S COURT — DATE — DEPARTMENT HEAD SIGNATURE

_____

ATTEST BY COUNTY CLERK

DATE December 8, 2015
DEPARTMENT HIDTA TASK FORCE
ACCOUNT **1254-412-00-270-014-0-xxx (US JUSTICE)**

SLOT NUMBER	POSITION	2015 BUDGETED OVERTIME	FRINGES BENEFIT COMPENSATION RATES			
			FICA 7.65%	Retirement 10.56%	Workers' Comp 0.60%	Unemployment 3.12%
G003	Criminal Investigator I	10,000.00	765.00	1,056.00	60.00	312.00
G004	Criminal Investigator II	10,000.00	765.00	1,056.00	60.00	312.00
G006	Criminal Investigator II	10,000.00	765.00	1,056.00	60.00	312.00
G008	Assistant Commander	10,000.00	765.00	1,056.00	60.00	312.00
G013	Criminal Investigator II	10,000.00	765.00	1,056.00	60.00	312.00
G014	Criminal Investigator III	10,000.00	765.00	1,056.00	60.00	312.00
027	Criminal Investigator II	10,000.00	765.00	1,056.00	60.00	312.00
028	Criminal Investigator II	10,000.00	765.00	1,056.00	60.00	312.00
G020	Deputy Constable Step II	10,000.00	765.00	1,056.00	60.00	312.00
	Sheriff's Office	10,000.00	765.00	1,056.00	60.00	312.00
	DA Criminal Investgator	5,000.00	382.50	528.00	30.00	156.00
	DA Criminal Investgator	5,000.00	382.50	528.00	30.00	156.00
	TOTAL	**$ 110,000.00**	**$ 8,415.00**	**$ 11,616.00**	**$ 660.00**	**$ 3,432.00**

DATE: December 30, 2015

DEPARTMENT HEAD: Ricardo Rodriguez,Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force

ACCOUNT NUMBER: Expenditure - 6-1253-412-00-270-013-0-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S., Articles 689a-11,1666a and 1666b

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, 1666b:

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME		INCREASE (DECREASE)
6-1253-412-00-270-013-0- 113	Full - time Employees	$	123,600.00
6-1253-412-00-270-013-0- 211	Health Insurance	$	12,500.00
6-1253-412-00-270-013-0- 212	Life Insurance	$	80.00
6-1253-412-00-270-013-0- 220	FICA / Social Security Contributions	$	9,500.00
6-1253-412-00-270-013-0- 230	Retirement	$	13,100.00
6-1253-412-00-270-013-0- 250	Unemployment Compensation	$	800.00
6-1253-412-00-270-013-0- 260	Workers' Compensation	$	4,000.00
	TOTAL APPROPRIATIONS	**$**	**163,580.00**

TO APPROPRIATE THE HIDALGO COUNTY HIDTA OTHER FORFEITURE FUND

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

APPROVED BY COMMISSIONER'S COURT

___/___/___ DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

DATE November 09. 2015
DEPARTMENT HIDTA TASK FORCE
FUND 6-1253-412-00-270-013-0-XXX **(OTHER-Asset Forfeiture)**
Dept. NO. 270

DEPARTMENT OF BUDGET AND MANAGEMENT / 2016 SALARY WORK SHEET

SLOT NUMBER	EMPLOYEE NUMBER	COUNTY HIRED	POSITION	2015 BUDGETED SALARY	% INCREASE	INCREASE	FY 2016 PROJECTED SALARY	HEALTH INSURANCE	LIFE INSURANCE	FICA 7.65%	RETIREMENT 10.56%	UNEMPLOYMENT COMP 0.60%	WORKERS' COMP 3.12%	TOTAL FRINGE 2016
1	001	09/21/15	Assistant Chief Investigator	65.000.00	3.0000%	1.950.00	66.950.00	6.168.00	37.56	5,121.68	7.069.92	401.70	2,088.84	20,887.70
2	002	09/21/15	Criminal Investigator II	55.000.00	3.0000%	1,650.00	56,650.00	6.168.00	37.56	4,333.73	5,982.24	339.90	1,767.48	18,628.91
			TOTAL	$ 120.000.00		$ -	$ 123,600.00	$ 12,336.00	$ 75.12	$ 9,455.40	$ 13,052.16	$ 741.60	$ 3,856.32	$ 39,516.60

HIDTA TASK FORCE

SALARY ADJUSTMENTS

EXHIBIT A

ACTION	SLOT NO.	EMP. NO	POSITION TITLE		2016 BUDGETED SALARY	SALARY ADJUSTMENT	2016 PROPOSED BUDGETED SALARY	LONGEVITY PAY	FRINGE BENEFITS
SALARY DECREASE	G001	207900	COMMANDER	HIDTA TASK FORCE GRANT (1291)	$95,705.00	($2,788.00)	$92,917.00	$0.00	$25,368.92
SALARY INCREASE	G025			CHAPTER 59 (1251)	$17,595.00	$4,988.00	$22,583.00	$0.00	$6,165.79
				TOTAL	**$113,300.00**	**$2,200.00**	**$115,500.00**	**$0.00**	**$31,534.71**
SALARY DECREASE	G003	208485	CRIMINAL INVESTIGATOR I	HIDTA TASK FORCE GRANT (1291)	$54,590.00	($1,590.00)	$53,000.00	$0.00	$17,104.48
SALARY INCREASE	G029			CHAPTER 59 (1251)	$0.00	$7,000.00	$7,000.00	$0.00	$2,259.08
				TOTAL	**$54,590.00**	**$5,410.00**	**$60,000.00**	**$0.00**	**$19,363.56**
SALARY DECREASE	G004	208159	CRIMINAL INVESTIGATOR II	HIDTA TASK FORCE GRANT (1291)	$56,650.00	($1,650.00)	$55,000.00	$0.00	$17,749.93
SALARY INCREASE	G030			CHAPTER 59 (1251)	$0.00	$5,000.00	$5,000.00	$0.00	$1,613.63
				TOTAL	**$56,650.00**	**$3,350.00**	**$60,000.00**	**$0.00**	**$19,363.56**
SALARY DECREASE	G006	153818	CRIMINAL INVESTIGATOR II	HIDTA TASK FORCE GRANT (1291)	$58,710.00	($1,710.00)	$57,000.00	$0.00	$18,395.38
SALARY INCREASE	G031			CHAPTER 59 (1251)	$0.00	$3,000.00	$3,000.00	$480.00	$1,553.44
				TOTAL	**$58,710.00**	**$1,290.00**	**$60,000.00**	**$480.00**	**$19,948.82**
SALARY DECREASE	G008	208035	ASSISTANT COMMANDER	HIDTA TASK FORCE GRANT (1291)	$67,980.00	($1,980.00)	$66,000.00	$0.00	$14,509.73
SALARY INCREASE	G032			CHAPTER 59 (1251)	$0.00	$3,000.00	$3,000.00	$0.00	$659.53
				TOTAL	**$67,980.00**	**$1,020.00**	**$69,000.00**	**$0.00**	**$15,169.26**
SALARY DECREASE	G009	070491	ACCOUNTANT III	HIDTA TASK FORCE GRANT (1291)	$11,330.00	($330.00)	$11,000.00	$0.00	$3,333.31
SALARY INCREASE	G026			CHAPTER 59 (1251)	$45,320.00	$5,680.00	$51,000.00	$1,080.00	$15,950.06
				TOTAL	**$56,650.00**	**$5,350.00**	**$62,000.00**	**$1,080.00**	**$19,283.37**
SALARY DECREASE	G010	212091	INTELLIGENCE RESEARCH SPECIALIST	HIDTA TASK FORCE GRANT (1291)	$36,962.00	($1,077.00)	$35,885.00	$0.00	$12,843.88
SALARY INCREASE	G033			CHAPTER 59 (1251)	$0.00	$1,115.00	$1,115.00	$0.00	$399.08
				TOTAL	**$36,962.00**	**$38.00**	**$37,000.00**	**$0.00**	**$13,242.96**
SALARY DECREASE	G011	036625	ADMINISTRATIVE ASSISTANT IV	HIDTA TASK FORCE GRANT (1291)	$43,260.00	($1,260.00)	$42,000.00	$0.00	$13,780.26
SALARY INCREASE	G034			CHAPTER 59 (1251)	$0.00	$3,000.00	$3,000.00	$1,020.00	$2,198.31
				TOTAL	**$43,260.00**	**$1,740.00**	**$45,000.00**	**$1,020.00**	**$15,978.57**
SALARY DECREASE	G013	121193	CRIMINAL INVESTIGATOR II	HIDTA TASK FORCE GRANT (1291)	$56,650.00	($1,650.00)	$55,000.00	$0.00	$17,749.93
SALARY INCREASE	G035			CHAPTER 59 (1251)	$0.00	$5,000.00	$5,000.00	$0.00	$1,613.63
				TOTAL	**$56,650.00**	**$3,350.00**	**$60,000.00**	**$0.00**	**$19,363.56**
SALARY DECREASE	G014	149098	CRIMINAL INVESTIGATOR III	HIDTA TASK FORCE GRANT (1291)	$63,860.00	($1,860.00)	$62,000.00	$0.00	$19,608.24
SALARY INCREASE	G036			CHAPTER 59 (1251)	$0.00	$2,000.00	$2,000.00	$0.00	$632.52
				TOTAL	**$63,860.00**	**$140.00**	**$64,000.00**	**$0.00**	**$20,240.76**
CREATE	0027	114863	CRIMINAL INVESTIGATOR II	CHAPTER 59 (1251)	$61,800.00	$0.00	$61,800.00	$780.00	$20,314.61
				TOTAL	**$61,800.00**	**$0.00**	**$61,800.00**	**$780.00**	**$20,314.61**
CREATE	0028	072613	CRIMINAL INVESTIGATOR II	CHAPTER 59 (1251)	$61,800.00	$0.00	$61,800.00	$0.00	$19,363.56
				TOTAL	**$61,800.00**	**$0.00**	**$61,800.00**	**$0.00**	**$19,363.56**

HIDTA TASK FORCE GRANT (1291)	$545,697.00	($15,895.00)	$529,802.00	$0.00	$160,444.06
CHAPTER 59 (1251)	$186,515.00	$39,783.00	$226,298.00	$3,360.00	$72,723.24
GRAND TOTAL	**$732,212.00**	**$23,888.00**	**$756,100.00**	**$3,360.00**	**$233,167.30**

DATE: December 30, 2015

DEPARTMENT HEAD: Ricardo Rodriguez,Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force - CHAPTER 59

ACCOUNT NUMBER: Expenditure - 6-1251-412-00-270-011-0-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S., Articles 689a-11,1666a and 1666b

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, 1666b:

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME		INCREASE (DECREASE)
6-1251-412-00-270-011-0-113	Full - time Employees	$	226,298.00
6-1251-412-00-270-011-0-115	Longevity	$	3,360.00
6-1251-412-00-270-011-0-211	Health Insurance	$	22,152.72
6-1251-412-00-270-011-0-212	Life Insurance	$	134.68
6-1251-412-00-270-011-0-220	FICA / Social Security Contributions	$	17,311.80
6-1251-412-00-270-011-0-230	Retirement	$	23,897.07
6-1251-412-00-270-011-0-250	Unemployment Compensation	$	1,357.79
6-1251-412-00-270-011-0-260	Workers' Compensation	$	7,060.50
	TOTAL APPROPRIATIONS	**$**	**301,572.56**

TO APPROPRIATE THE HIDALGO COUNTY HIDTA CHAPTER 59 FUND

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

APPROVED BY COMMISSIONER'S COURT

___/___/___ DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

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, January 05, 2016 Agenda Item: 52695

Summary of request/proposal:
HIDTA TASK FORCE (1291)-
Approval of the following personnel action, effective 1/11/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1291	Commander	G001	113	95,705.00	92,917.00	(2,788.00)
1291	Criminal Investigator I	G003	113	54,950.00	53,000.00	(1,950.00)
1291	Criminal Investigator II	G004	113	56,650.00	55,000.00	(1,650.00)
1291	Criminal Investigator II	G006	113	58,710.00	57,000.00	(1,710.00)
1291	Assistant Commander	G008	113	67,980.00	66,000.00	(1,980.00)
1291	Accountant III	G009	113	11,330.00	11,000.00	(330.00)
1291	Intelligence Research Specialist	G010	113	36,962.00	35,885.00	(1,077.00)
1291	Administrative Assistant IV	G011	113	43,260.00	42,000.00	(1,260.00)
1291	Criminal Investigator II	G013	113	56,650.00	55,000.00	(1,650.00)
1291	Criminal Investigator III	G014	113	63,860.00	62,000.00	(1,860.00)
				546,057.00	529,802.00	(16,255.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1291-412-00-270-003-5-	113	HIDTA TASK FORCE-	REGULAR FULL TIME	($15,881.32)
6-1291-412-00-270-003-5-	211	HIDTA TASK FORCE-	HEALTH INSURANCE	$0.00
6-1291-412-00-270-003-5-	212	HIDTA TASK FORCE-	LIFE INSURANCE	$0.00
6-1291-412-00-270-003-5-	220	HIDTA TASK FORCE-	FICA	($1,214.92)
6-1291-412-00-270-003-5-	230	HIDTA TASK FORCE-	RETIREMENT	($1,677.07)
6-1291-412-00-270-003-5-	250	HIDTA TASK FORCE-	UNEMPLOYMENT COMP	($95.29)
6-1291-412-00-270-003-5-	260	HIDTA TASK FORCE-	WORKER'S COMP	($495.50)
			2016 Budgetary Impact	($19,364.10)

2017 Budgetary Impact: ($19,819.73)

Possible Funding Sources: Cost Savings

Comments:

Hidalgo Co. Budget Office
2/3/2005

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, January 05, 2016 Agenda Item: 52695

Summary of request/proposal:
HIDTA CHAPTER 59 (1251)-
Approval of the following personnel actions, effective 1/11/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1251	Commander	G025	113	17,595.00	22,583.00	4,988.00
1251	Criminal Investigator I	G029	113	0.00	7,000.00	7,000.00
1251	Criminal Investigator II	G030	113	0.00	5,000.00	5,000.00
1251	Criminal Investigator II	G031	113	0.00	3,000.00	3,000.00
1251	Assistant Commander	G032	113	0.00	3,000.00	3,000.00
1251	Accountant III	G026	113	45,320.00	51,000.00	5,680.00
1251	Intelligence Research Specialist	G033	113	0.00	1,115.00	1,115.00
1251	Administrative Assistant IV	G034	113	0.00	3,000.00	3,000.00
1251	Criminal Investigator II	G035	113	0.00	5,000.00	5,000.00
1251	Criminal Investigator III	G036	113	0.00	2,000.00	2,000.00
				62,915.00	102,698.00	39,783.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1251-412-00-270-011-0-	113	HIDTA CHAPTER 59-	REGULAR FULL TIME	$38,868.45
6-1251-412-00-270-011-0-	211	HIDTA CHAPTER 59-	HEALTH INSURANCE	$0.00
6-1251-412-00-270-011-0-	212	HIDTA CHAPTER 59-	LIFE INSURANCE	$0.00
6-1251-412-00-270-011-0-	220	HIDTA CHAPTER 59-	FICA	$2,973.44
6-1251-412-00-270-011-0-	230	HIDTA CHAPTER 59-	RETIREMENT	$4,104.51
6-1251-412-00-270-011-0-	250	HIDTA CHAPTER 59-	UNEMPLOYMENT COMP	$233.21
6-1251-412-00-270-011-0-	260	HIDTA CHAPTER 59-	WORKER'S COMP	$1,212.70
			2016 Budgetary Impact	$47,392.31

2017 Budgetary Impact: $48,507.41

Possible Funding Sources: Appropriation of funds from Fund Balance.

Comments:

Hidalgo Co. Budget Office
2/3/2005

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, January 05, 2016 Agenda Item: 52695

Summary of request/proposal:
HIDTA US TREASURY (1252)-
Approval of the following personnel actions, effective 01/01/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1252	Criminal Investigator II	0001	113	61,800.00	0.00	(61,800.00)
1252	Criminal Investigator II	0002	113	61,800.00	0.00	(61,800.00)
				123,600.00	0.00	(123,600.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1252-412-00-270-012-0-	113	HIDTA US TREASURY-	REGULAR FULL TIME	($123,600.00)
6-1252-412-00-270-012-0-	211	HIDTA US TREASURY-	HEALTH INSURANCE	($12,336.00)
6-1252-412-00-270-012-0-	212	HIDTA US TREASURY-	LIFE INSURANCE	($75.12)
6-1252-412-00-270-012-0-	220	HIDTA US TREASURY-	FICA	($9,455.40)
6-1252-412-00-270-012-0-	230	HIDTA US TREASURY-	RETIREMENT	($13,052.16)
6-1252-412-00-270-012-0-	250	HIDTA US TREASURY-	UNEMPLOYMENT COMP	($741.60)
6-1252-412-00-270-012-0-	260	HIDTA US TREASURY-	WORKER'S COMP	($3,856.32)
			2016 Budgetary Impact	($163,116.60)

2017 Budgetary Impact: ($163,116.60)

Possible Funding Sources: Cost Savings

Comments:

Hidalgo Co. Budget Office
2/3/2005

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, January 05, 2016 Agenda Item: 52695

Summary of request/proposal:
HIDTA CHAPTER 59 (1251)-
Approval of the following personnel actions, effective 01/01/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1251	Criminal Investigator II	0027	113	0.00	61,800.00	61,800.00
1251	Criminal Investigator II	0028	113	0.00	61,800.00	61,800.00
				0.00	123,600.00	123,600.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1251-412-00-270-011-0-	113	HIDTA CHAPTER 59-	REGULAR FULL TIME	$123,600.00
6-1251-412-00-270-011-0-	211	HIDTA CHAPTER 59-	HEALTH INSURANCE	$12,336.00
6-1251-412-00-270-011-0-	212	HIDTA CHAPTER 59-	LIFE INSURANCE	$75.12
6-1251-412-00-270-011-0-	220	HIDTA CHAPTER 59-	FICA	$9,455.40
6-1251-412-00-270-011-0-	230	HIDTA CHAPTER 59-	RETIREMENT	$13,052.16
6-1251-412-00-270-011-0-	250	HIDTA CHAPTER 59-	UNEMPLOYMENT COMP	$741.60
6-1251-412-00-270-011-0-	260	HIDTA CHAPTER 59-	WORKER'S COMP	$3,856.32
			2016 Budgetary Impact	$163,116.60

2017 Budgetary Impact: $163,116.60

Possible Funding Sources: Appropriation of funds from Fund Balance

Comments:

Hidalgo Co. Budget Office
2/3/2005

DATE: December 30, 2015

DEPARTMENT HEAD: Ricardo Rodriguez,Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force - US TREASURY

ACCOUNT NUMBER: Expenditure - 6-1252-412-00-270-012-0-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S., Articles 689a-11,1666a and 166

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, 1666b:

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME		INCREASE (DECREASE)
6-1252-412-00-270-012-0- 336	COMPUTER SERVICES	$	2,000.00
6-1252-412-00-270-012-0- 339	OTHER PROFESSIONAL SERVICES	$	1,000.00
6-1252-412-00-270-012-0- 340	TECHNICAL SERVICES	$	5,000.00
6-1252-412-00-270-012-0- 350	OTHER SERVICES	$	1,000.00
6-1252-412-00-270-012-0- 411	WATER/SEWAGE	$	5,000.00
6-1252-412-00-270-012-0- 412	CABLE/SATELITE TELEVISION	$	500.00
6-1252-412-00-270-012-0- 413	SURVEILLANCE & SECURITY	$	2,000.00
6-1252-412-00-270-012-0- 421	DISPOSAL	$	2,000.00
6-1252-412-00-270-012-0- 423	CUSTODIAL SERVICE	$	6,500.00
6-1252-412-00-270-012-0- 430	R & M SERVICE	$	20,000.00
6-1252-412-00-270-012-0- 441	RENTAL OF LAND & BUILDING	$	5,000.00
6-1252-412-00-270-012-0- 442	RENTAL OF EQUIPMENT & VEHICLE	$	4,000.00
6-1252-412-00-270-012-0- 520	INSURANCE OTHER THAN EMP BENEF	$	20,000.00
6-1252-412-00-270-012-0- 531	TELEPHONE	$	6,500.00
6-1252-412-00-270-012-0- 532	WIRELESS DEVICES	$	20,000.00
6-1252-412-00-270-012-0- 534	INTERNET SERVICES	$	6,000.00
6-1252-412-00-270-012-0- 535	POSTAGE	$	2,000.00
6-1252-412-00-270-012-0- 540	ADVERTISING	$	4,000.00
6-1252-412-00-270-012-0- 550	PRINTING & BINDING	$	3,000.00
6-1252-412-00-270-012-0- 583	TRAVEL OUT OF COUNTY	$	30,000.00
6-1252-412-00-270-012-0- 584	REGISTRATION FEES	$	6,000.00
6-1252-412-00-270-012-0- 585	NON-EMPLOYEE TRAVEL	$	5,000.00
6-1252-412-00-270-012-0- 605	CLOTHING & UNIFORMS	$	2,000.00
6-1252-412-00-270-012-0- 610	GENERAL SUPPLIES	$	55,000.00
6-1252-412-00-270-012-0- 622	ELECTRICITY	$	13,000.00
6-1252-412-00-270-012-0- 626	GASOLINE/DIESEL	$	35,000.00
6-1252-412-00-270-012-0- 631	BOTTLED WATER	$	2,000.00
6-1252-412-00-270-012-0- 640	REFERENCE MATERIALS	$	1,000.00
6-1252-412-00-270-012-0- 650	SOFTWARE CONTRLD	$	5,000.00
6-1252-412-00-270-012-0- 660	FURNISHINGS & EQUIPMENT	$	15,000.00
6-1252-412-00-270-012-0- 751	MACHINERY & EQUIPMENT	$	30,000.00

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME		INCREASE (DECREASE)
6-1252-412-00-270-012-0- 761	SOFTWARE	$	5,000.00
6-1252-412-00-270-012-0- 780	CAPITAL LEASE	$	3,000.00
6-1252-412-00-270-012-0- 810	DUES & MEMBERSHIPS	$	1,500.00
6-1252-412-00-270-012-0- 811	LICENSES & PERMITS	$	3,000.00
6-1252-412-00-270-012-0- 812	SOFTWARE LICENSE RENEWALS	$	3,000.00
6-1252-412-00-270-012-0- 831	COURT COSTS & INVESTIGATIONS	$	5,000.00
6-1252-412-00-270-012-0- 841	AID TO GOVERNMENTAL AGENCIES	$	20,000.00
6-1252-412-00-270-012-0- 890	OTHER	$	100,000.00
	TOTAL APPROPRIATIONS	**$**	**455,000.00**

TO APPROPRIATE THE HIDALGO COUNTY HIDTA US DEPT. OF TREASURY ASSET FORFEITURE FUNDS

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

APPROVED BY COMMISSIONER'S COURT

___/___/___
DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 11 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HIDTA US TREASURY (270-012) DATE: 12/10/2015

CURRENT POSITION TITLE: Criminal Investigator II CURRENT SLOT #: 270-012-001

REQUESTED POSITION TITLE: ~~CRIMINAL INVESTIGATOR II~~ DM

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DELETE

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

POSITION SALARY REQUEST:

Salary Amount: 61,800.00 dm

$		$		$	
	~~60,000.00~~		0.00		< 61,800.00 > ~~(60,000.00)~~
	Current Budgeted Salary		Proposed Budgeted Salary		Net Change

Longevity Amount: 780.00 OT

$		$		$	
	~~720.00~~		0.00		(780.00) OT ~~(720.00)~~
	Current Budgeted Salary		Proposed Budgeted Salary		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 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:
Exempt [X]
Non-Exempt [ ]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [X]

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

FUNDING WILL NOT BE AVAILABLE FOR THIS POSITION, THEREFORE POSITION WILL BE DELETED.

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

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

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	12/11/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	X	YES		NO
2.	HUMAN RESOURCES DIRECTOR	1/04/16 Date	PERSONNEL PROCEDURES COMPLETED	✓	YES		NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/6/2016 Date	BUDGET PROCEDURES COMPLETED	✓	YES		NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 11 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HIDTA US TREASURY (270-012) DATE: 12/10/2015

CURRENT POSITION TITLE: Criminal Investigator II CURRENT SLOT #: 270-012-002

REQUESTED POSITION TITLE: ~~CRIMINAL INVESTIGATOR II~~

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DELETE

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

POSITION SALARY REQUEST:

Salary Amount:

$ ~~60,000.00~~ 61,800.00	$ 0.00	$ ~~(60,000.00)~~ < 61,800.00
Current Budgeted Salary	Proposed Budgeted Salary	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 [X] Part Time Employee Object 114 [ ] Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:		FLSA:	
Exempt	[X]	Exempt	[ ]
Non-Exempt	[ ]	Non-Exempt	[X]
N/A	[ ]		

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

FUNDING WILL NOT BE AVAILABLE FOR THIS POSITION, THEREFORE POSITION WILL BE DELETED.

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

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

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	12/11/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2. HUMAN RESOURCES DIRECTOR	1/04/16 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	1/4/2016 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4. COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 11 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HIDTA CHAPTER 59 (270-011) DATE: 12/10/2015

CURRENT POSITION TITLE: CURRENT SLOT #: 270-011-0027

REQUESTED POSITION TITLE: CRIMINAL INVESTIGATOR II

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ 61,800.00	$ 61,800.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Longevity Amount:

$ 0.00	$ 780.00	$ 780.00
Current Budgeted Salary	Proposed Budgeted Salary	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 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:		FLSA:	
Exempt	[X]	Exempt	[ ]
Non-Exempt	[ ]	Non-Exempt	[X]
N/A	[ ]		

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

THIS POSITION IS NEEDED TO FULFILL HIDTA'S STATUTORY DUTIES AND OBJECTIVES.

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

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

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	12/11/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2.	HUMAN RESOURCES DIRECTOR	1/04/16 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/6/2016 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 11 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HIDTA CHAPTER 59 (270-011) DATE: 12/10/2015

CURRENT POSITION TITLE: CURRENT SLOT #: 270-011-0028

REQUESTED POSITION TITLE: CRIMINAL INVESTIGATOR II

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00 Current Budgeted Salary $ 61,800.00 Proposed Budgeted Salary $ 61,800.00 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 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:
Exempt [X]
Non-Exempt [ ]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [X]

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

THIS POSITION IS NEEDED TO FULFILL HIDTA'S STATUTORY DUTIES AND OBJECTIVES.

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

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

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	12/11/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	X	YES		NO
2. HUMAN RESOURCES DIRECTOR	1/04/16 Date	PERSONNEL PROCEDURES COMPLETED	✓	YES		NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	1/4/2016 Date	BUDGET PROCEDURES COMPLETED	✓	YES		NO
4. COMMISSIONERS' COURT APPROVAL	Date					

Human Resources 12. C.

AI-52715

CC - REGULAR
Meeting Date: 01/05/2016
Submitted For: Raul Silguero, HUMAN RESOURCES
Submitted By: Diana Munoz, HUMAN RESOURCES
Department: HUMAN RESOURCES

Information

CAPTION

Public Defender (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel Related Amendments.
2. Discussion, consideration, and approval of the following personnel action effective next pay period, 01/11/2016:

Action	Slot#	Dept.	Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary
Reclassification	0001	085-003	Public Defender II	$55,437.00	Public Defender III	$62,475.00

3. Approval of interdepartmental transfer.
4. Approval to revise salary schedule in accordance to Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-415-00-115-002-0-899
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funds available as of 12/29/15.

Attachments

JOB DESCRIPTION
Transfer
Classification Committee Recommendation Form
Fiscal Note
PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	12/23/2015 03:29 PM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Diana Munoz Started On: 12/17/2015 04:08 PM

Final Approval Date: 01/01/2016

HIDALGO COUNTY PUBLIC DEFENDERS

PUBLIC DEFENDER III

GENERAL DESCRIPTION

Provides advance legal representation as a court appointed attorney for defendants charged with criminal offenses. Represents indigent clients accused of criminal violations in the phases of complex cases involving criminal defense; assists in providing work direction to other attorneys as assigned. Provides oversight to subordinate staff; will serve as a lead capacity, advising other attorneys while being assigned the more complex and difficult cases.

EXAMPLES OF WORK PERFORMED

Assists in the planning, development, implementation and review of departmental policies and procedures and ensures activities are consistent with goals and objectives

Assists in the direction and oversight of subordinate staff within the department; makes recommendations regarding performance evaluations and/or disciplinary actions

Assists in providing work direction to other attorneys as assigned; lead other attorneys assigned to complex cases

Provides technical expertise and work direction to other attorneys as assigned; lead other attorneys assigned to complex and/or controversial cases

Conducts research and responds to inquiries regarding legal issues related to criminal law from other departments and/or other external agencies

Advises staff and the public on legal matters and the interpretation and application of County laws and regulations

Prepares legal opinions, briefs, contracts, proposals, and reports

Conducts or assists in conducting administrative, regulatory, evidentiary, and enforcement hearings

Negotiate settlements on behalf of assigned clients

Researches points of law involved in hearings to determine the validity and completeness of cases cited

Investigates alleged law violations and prepared reports of findings

Review cases to determine if pretrial motions must be filed

Assists in preparing cases for court trial and in representing the County in matters before court as appropriate

Gather evidence to formulate defense or to initiate legal actions, by such means as interviewing witnesses to ascertain the facts of a case

Represents clients in court for complex criminal cases

Serves as a liaison during community/business gatherings with other County departments, including external groups and organizations

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to three (2-3) years of experience practicing law with litigation including a minimum of one (1) year of supervisory experience

Graduation from an accredited law school with a Bachelor of Laws (LL.B.) or a Juris Doctor (J.D.) degree

Member must be in good standing with the State Bar of Texas.

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

Certificates, Licenses & Registration

Must have a current valid Texas motor vehicle operator's license

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

Must possess a license to practice law in the State of Texas

Knowledge, Skills, & Abilities

Knowledge of legal principles, practices, and proceedings; and of laws, regulations, and rules related to the County

Ability to comprehend and analyze complex legal issues and complicated factual details

Ability to work effectively with others as well as work independently, without close supervision

Ability to conduct hearings, to prepare opinions and briefs, to prepare cases for trial, to conduct research, to summarize findings, to interpret and apply laws, to use legal reference materials, and to communicate effectively

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
- 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

DATE: January 5, 2016

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for Public Defender

ACCOUNT NUMBER: 6-1100-41X-X0-XX5-00X-0-XXX

CONTACT PERSON: Debbie Tamez **PHONE:** (956) 292-7025 Ext. 5427

2016
Transfer

AI-52715

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
6-1100-415-00-115-002-0- 899	**Co Wide Adm-**	**Contingency**	**(8,177.19)**
TO			
6-1100-412-30-085-003-0- 113	**Public Defender-**	**Reg F/T Employees**	**6,876.21**
6-1100-412-30-085-003-0- 211	**Public Defender-**	**Health Insurance**	**-**
6-1100-412-30-085-003-0- 212	**Public Defender-**	**Life Insurance**	**-**
6-1100-412-30-085-003-0- 220	**Public Defender-**	**FICA**	**526.03**
6-1100-412-30-085-003-0- 230	**Public Defender-**	**Retirement**	**726.13**
6-1100-412-30-085-003-0- 250	**Public Defender-**	**Unemployment Comp**	**41.26**
6-1100-412-30-085-003-0- 260	**Public Defender-**	**Workers Comp**	**7.56**
TOTAL BUDGET INCREASE (DECREASE)			**$ 0.00**

REASON: **Transfer needed to fund salary increase (AI-52715 CC Regular 01/05/16).**

SIGNATURE

COMMISSIONERS COURT / / **DATE** **ATTEST, COUNTY CLERK**

HIDALGO COUNTY

CLASSIFICATION COMMITTEE
RECOMMENDATION FORM

DEPARTMENT NAME: Public Defender **DATE: 12/18/2015**

DEPARTMENT NUMBER: 085 **PROGRAM No.: 003**

CURRENT GRADE/TITLE: **CURRENT SLOT No.: 001**

Public Defender II	$55,437.00
Classification/Position Title	**Pay Grade/Salary**

REQUESTED GRADE/ TITLE:

Public Defender III	$62,475.000
Classification/Position Title	**Pay Grade/Salary**

COMMITTEE RECOMMENDATION

Classification/Position Title	**Pay Grade/Salary**

COMMENTS:

SIGNATURES

Human Resources Representative	12/23/2015 **Date**
Norma G. García **County Treasurer Representative**	12/23/15 **Date**
Budget & Management Representative	12/29/2015 **Date**

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, January 05, 2016 Agenda Item: 52715

Summary of request/proposal:
PUBLIC DEFENDER (1100)-
Approval of the following personnel action, effective 1/11/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Public Defender III	0001	113	55,437.00	62,475.00	7,038.00
				55,437.00	62,475.00	7,038.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-412-30-085-003-0-	113	PUBLIC DEFENDER-	REGULAR FULL TIME	$6,876.21
6-1100-412-30-085-003-0-	211	PUBLIC DEFENDER-	HEALTH INSURANCE	$0.00
6-1100-412-30-085-003-0-	212	PUBLIC DEFENDER-	LIFE INSURANCE	$0.00
6-1100-412-30-085-003-0-	220	PUBLIC DEFENDER-	FICA	$526.03
6-1100-412-30-085-003-0-	230	PUBLIC DEFENDER-	RETIREMENT	$726.13
6-1100-412-30-085-003-0-	250	PUBLIC DEFENDER-	UNEMPLOYMENT COMP	$41.26
6-1100-412-30-085-003-0-	260	PUBLIC DEFENDER-	WORKER'S COMP	$7.56
			2016 Budgetary Impact	$8,177.19

2017 Budgetary Impact: $8,369.59

Possible Funding Sources: Interdepartmental Transfer; Co Wide Adm-Contingency

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED DEC 16 HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PUBLIC DEFENDER - 085 - 003 DT

DATE: 12/14/15

CURRENT POSITION TITLE: PUBLIC DEFENDER II

CURRENT SLOT. #: 0001

REQUESTED POSITION TITLE: PUBLIC DEFENDER III
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ ~~53,822.00~~ 55,437.00 (Current Budgeted Salary) $ 62,475.00 (Proposed Budgeted Salary) $ ~~6,653.00~~ 7038.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other 6-1100-412-30-085-003-0-113

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)

DURING THE 2016 BUDGET WORKSHOP, COMMISSIONER'S COURT WAS IN AGREEMENT THAT THE PUBLIC DEFENDER'S OFFICE WOULD TAKE ON THE ADDITIONAL DUTIES AND RESPONSIBILITIES OF PROVIDING LEGAL DEFENSE IN THE CHILD WELFARE COURT IN ORDER TO REDUCE CHILD WELFARE DEFENSE LEGAL REPRESENTATION, EFFECTIVE IMMEDIATELY.

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

ATTORNEY WILL OVERSEE THE CHILD WELFARE SECTION.

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

CURRENTLY THE PUBLIC DEFENDER'S OFFICE REPRESNTS CLIENTS CHARGED WITH JUVENILE, ADULT MISDEMEANOR & FELONY LEVEL CHARGES. ASSSISTANT PUBLIC DEFENDER WILL TAKE ON THE ADDITIONAL DUTIES AND RESPONSIBILITIES IN THE CHILD WELFARE COURT.

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

THE OFFICE OF THE PUBLIC DEFENDER'S HAS GROWN FROM 8 TO 18 EMPLOYEES INT HE PAST YEARS, TO INCLUDE THE FOLLOWING: JUVENILE SECTION (4) FTE; (3) ADDITIONAL ATTORNEY POSITIONS, A CLERK; ALONG WITH THE JUDICIAL SYSTEM ADDING (2) COUNTY COURT AT LAWS (7&8) TO HIDALGO COUNTY ALONG WITH THE ADDITION OF THE FELONY CASELOAD ALONG WITH SEVEN (7) SPECIALTY

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	12/15/2015 JSG	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☑ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 12/23/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/29/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-52774

Health & Human Services Dept.
13. A.

CC - REGULAR
Meeting Date: 01/05/2016
Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.
Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Discussion, approval & action of the University of Texas Rio Grande Valley (UT-RGV) Graduate Medical Education Program Letter of Agreement for the Preventive Medicine Residency Program between UT-RGV and the County of Hidalgo, by and through the Hidalgo County Health & Human Services Department.
2. Requesting authorization for County Judge Ramon Garcia to sign as the authorized official for the UT-RGV Program Letter of Agreement for the Preventive Medicine Residency Program in collaboration with Hidalgo County Health & Human Services Department.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: N/A
FUNDS AVAILABLE Y/N?: N/A MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
No budgetary impact.

Attachments

Letter of Agreement
Legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/28/2015 04:07 PM
Manuel Chapa	Manuel Chapa	12/29/2015 11:01 AM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Mike Escaname Started On: 12/28/2015 11:26 AM
Final Approval Date: 01/01/2016

The University of Texas Rio Grande Valley
Graduate Medical Education

PROGRAM LETTER OF AGREEMENT

between

Sponsoring Site: The University of Texas Rio Grande Valley Preventive Medicine Residency Program

And

Program Site: Hidalgo County Health and Human Services

This Agreement between The University of Texas Rio Grande Valley ("UTRGV") Preventive Medicine Residency Program ("UTRGV-PM Program") and Hidalgo County Health and Human Services Administrative and Clinical Facilities ("Hidalgo County HHS") defines specific responsibilities of each party in the clinical education of medical residents or fellows ("trainees") involved in Graduate Medical Education. This agreement is effective for three (3) academic years, from October 1, 2015 to September 30, 2018, unless updated, changed or terminated by the UTRGV-PM Program and Hidalgo County HHS. Any modifications or changes to this agreement must be in writing and signed by all parties. This Agreement may be canceled by either party upon written notice to the other party 24 months prior to termination.

I. Persons Responsible for Education and Supervision

a. UTRGV is the Sponsoring Institution for the UTRGV-PM Program at Hidalgo County HHS. The UTRGV-PM Program Director, Dr. Janani Krishnaswami, has overall responsibility for the quality of the educational experience, and retains authority over the trainees' activities.

b. Hidalgo County HHS is a Participating Site for UTRGV-PM Program. Hidalgo County HHS's Program Site Director, Mr. Eddie Olivarez, Hidalgo County HHS Administrator, has administrative responsibility for the rotating trainees, and is responsible for ensuring the achievement of educational goals and provision of appropriate trainee supervision at Hidalgo County HHS.

c. UTRGV Faculty: Dr. Wesley Harden , Assistant Professor UTRGV.

d. The above-listed individuals are responsible for the education, supervision and evaluation of the trainees while rotating at Hidalgo County HHS. If Hidalgo County HHS is considering adding this responsibility to additional individuals, Hidalgo HHS shall provide UTRGV prior notification in writing for consideration and approval of the individual.

II. Responsibilities

a. Both the UTRGV-PM Program and Hidalgo County HHS acknowledge the importance of graduate medical education and agree to support the goals of the training program.

b. The UTRGV faculty at Hidalgo County HHS must provide appropriate supervision of trainees in patient care activities and maintain a learning environment conducive to educating the trainees in the Accreditation Council for Graduate Medical Education ("ACGME") competency areas. The UTRGV faculty must evaluate resident performance in a timely manner during each rotation or similar educational assignment and document this evaluation at completion of the

assignment utilizing evaluation methods provided by UTRGV-PM Program. Residents are expected to complete confidential faculty evaluations upon completion of the assignment.

c. UTRGV faculty shall maintain Hidalgo County HHS appointments and privileges in good standing.

d. It is understood that UTRGV, as the Sponsoring Institution of the training program, continues to have administrative responsibility for the trainees, and is responsible for ensuring the achievement of educational goals and provision of appropriate trainee supervision at Hidalgo County HHS. UTRGV has the right to conduct an on-site review of the training policies and practices relevant to this training. UTRGV will support faculty appointments for Hidalgo County HHS faculty in accordance with the policies and procedures of UTRGV.

e. To the extent permitted by the Constitution and the laws of the State of Texas, UTRGV shall indemnify and hold harmless Hidalgo 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 Hidalgo County arising out of, resulting from, or connected with acts or omissions by UTRGV, its agents or employees, under this Agreement.

f. Neither Hidalgo County nor UTRGV, via this agreement, waive governmental immunity from suit, or from liability, except as expressly set forth by the Texas Legislature in the Texas Government Code. The fact that Hidalgo County and UTRGV have entered into this agreement shall not in any way, constitute a deliberate waiver of immunity by either entity, which immunities are expressly reserved by both parties.

g. UTRGV and Hidalgo County 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.

III. Content and Duration of the Education

a. The content of the educational experiences has been developed according to the ACGME Residency/Fellowship Program Requirements.

b. The educational purpose of this rotation is to comply with the Preventative Medicine curriculum requirements as mandated by the ACGME. The goals and objectives of this rotation are outlined in Attachment 1. Additionally, UTRGV Residency Program's Policy and Procedure Manual can be accessed at the UTRGV website: http://www.utrgv.edu/en-us/utrgv-medical-school/graduate-medical-education/policies/index.htm

c. Residents will rotate through a defined schedule of rotations provided to Hidalgo County HHS on an annual basis, with the duration of the rotation(s) identified. Changes will be made as necessary and provided to Hidalgo County HHS on a timely basis.

IV. Policies and Procedures that Govern Resident Education

a. During assignments at Hidalgo County HHS, trainees will be under the general direction of the UTRGV Graduate Medical Education Committee's and UTRGV Policy and Procedure Manual.

b. Hidalgo County HHS agrees to provide a written copy of any additional administrative policies, procedures or rules that govern trainees and which are applicable to rotating trainees to the

UTRGV-PM Program Director at the beginning of the academic year and to each trainee at the beginning of his/her rotation. Where such administrative policies conflict with those in force at UTRGV, the latter will have precedence.

c. Hidalgo County HHS shall provide adequate parking and work space, shall take reasonable steps to ensure the safety of the trainees during assignments.
d. The training will be in compliance with the requirements for duty hours and resident supervision requirements of the ACGME.
e. The Program Site Director of Hidalgo County HHS or the attending UTRGV-PM faculty may remove a trainee from a rotation and the Hidalgo County HHS for cause. The (Local Director) of Hidalgo County HHS shall immediately report the removal of a trainee to the UTRGV-PM Program Director.
f. Residents shall cooperate in the prompt preparation of documentation of all examinations, procedures and other professional services performed by them at Hidalgo County HHS as instructed by the UTRGV-PM Program Director in accordance with local regulations and bylaws. The ownership and right of control of all reports, records and supporting documents prepared in connection with this belong to the Hidalgo County HHS.
g. The source of funds for the trainee's salary shall be specified in his or her contract with UTRGV. UTRGV shall provide professional liability indemnity coverage under a self-insurance plan for its salaried residents rendering services under this Agreement.
h. In the event of injury, UTRGV shall maintain worker's compensation coverage for trainees. In the event of a needle-stick or other exposure to potential blood-borne pathogens, the trainee will have access to medical evaluation and post-exposure prophylaxis through UTRGV's policies, which can be accessed at the GME website: [enter website].
i. Other benefits and rights of the trainee are addressed in the UTRGV Residency Program's Policy and Procedure Manual.

[Signature Page to Follow]

Hidalgo County Health and Human Services Administrative and Clinical Facilities

_____

Ramon Garcia, Hidalgo County Judge

The University of Texas Rio Grande Valley

_____

Janani Krishnaswami, MD, MPH
UTRGV Preventive Medicine Residency Program Director

_____

Yolanda Gomez, MD
Associate Dean, Graduate Medical Education
Designated Institutional Official

From: lauren.rabe@hchd.org [mailto:lauren.rabe@hchd.org]
Sent: Monday, December 28, 2015 9:49 AM
To: nancy.trevino@hchd.org
Subject: Fwd: Program Letter of Agreement - Preventive Medicine

Sent from my T-Mobile 4G LTE device

------ Original message------
From: Victor M. Garza
Date: Mon, Dec 28, 2015 9:41 AM
To: 'Eduardo Olivarez';'Lauren Rabe';
Cc: josephine.ramirez@da.co.hidalgo.tx.us;'jonathan almanza';
Subject:FW: Program Letter of Agreement - Preventive Medicine

This is the last approved version of the agreement we have.

Thank you,

Josie for

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 292-7609 EXT. 8185
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

AI-52757

Health & Human Services Dept.
13. B.

CC - REGULAR
Meeting Date: 01/05/2016
Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.
Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to accept the TB/PC Federal grant contract #2016-001400-00 in the amount of $437,771.00 for the period of 01/01/2016 to 12/31/2016.
2. Requesting approval for County Judge to e-sign the TB/PC Federal grant contract, Certification Regarding Lobbying Statement and the Fiscal Federal Funding Accountability and Transparency Act Certification Statement.
3. Requesting approval of the Certification of Revenue in the amount of $437,771.00.
4. Requesting approval of the budget appropriation in the amount of $437,771.00 in grant funds and $87,554.00 in local match funds.

BACKGROUND

09/01/2015 - AI-51080 - Approval to submit grant renewal application.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1293-441-00-340-011-6-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: Y

BUDGETARY IMPACT:

Grant award requires 20% match. = ($87,554.00)
$85,642.00 were reserved during the 2015 budget process; however, this amount was reduced by $28,548.00 as it was transferred into the FY 15 local match account due to an extension of four months; reference AI-50742.

$85,642.00 - $28,548.00 = $57,094.00 currently in local match

$30,460 in local match funds have been reserved during the 2016 budget process into account #6-1100-491-01-000-293-6-891 to meet the $87,554.00 total local match required (Refer to 2016 Adopted Budget B-19).

6-1293-331-12-340-011-6-000 TB Prev & Control - Revenue

Attachments

Grant Contract
General Provisions
Budget Appropriation
Sal Proj
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	12/23/2015 02:35 PM
Manuel Chapa	Manuel Chapa	12/30/2015 11:37 AM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Mike Escaname Started On: 12/23/2015 01:39 PM
Final Approval Date: 01/01/2016

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2016-001400-00

This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Hidalgo County (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is $437,771.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 01/01/2016 and ends on 12/31/2016. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: As applicable, DSHS enters into this Contract under the authority of Texas Health and Safety Code Chapters 12 or 1001 or Texas Government Code Chapters 531, 771, 791 or 2155.

6. Program Name: TB/PC-FED Tuberculosis Prevention and Control-Federal

7. Statement of Work:

SECTION I: FY16 FRAMEWORK FOR DELIVERY OF TUBERCULOSIS SERVICES:
The Statement of Work provides the framework to deliver tuberculosis (TB) services within federal funding parameters.

A. PROVISION OF SERVICES:

Contractor will develop and provide services and associated activities for the prevention and control of TB in accordance withfederal funding requirements.

Contractor will perform activities in the Service Area designated in the most recent version of Section 8. "Service Area" of this Contract.

Contractor will provide these services in compliance with the following:

1.All TB and Refugee Health Service Branch (TB Branch) standards and policies on TexasTB.org;
2.DSHS Tuberculosis Work Plan, http://www.dshs.state.tx.us/idcu/disease/tb/policies/;
3.American Thoracic Society (ATS) and Centers for Disease Control and Prevention (CDC) joint statements on diagnosis, treatment and control of TB, 2003, http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm;
4.Diagnostic Standards and Classification of Tuberculosis in Adults and Children, American Journal of Respiratory and Critical Care Medicine, Vol. 161, pp. 1376-1395, 2000, http://atsjournals.org/doi/abs.10.1164/ajrccm.161.4.16141#.vrm6roko4dy;
5.Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000, http://www.cdc.gov/mmwr/PDF/rr/rr4906.pdf;
6.Updated: Adverse Event Data and Revised ATS/CDC Recommendations against the Use of Rifampin and Pyrazinamide for Treatment of Latent Tuberculosis Infection – United States, 2003, MMWR 52 (No. 31), http://www.cdc.gov/mmwr/preview/mmwrhtml/mm5231a4.htm;
7.Controlling Tuberculosis in the United States, MMWR, Vol. 54, No. RR-12, 2005, http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5412a1.htm;
8.Guidelines for the Prevention and Treatment of Opportunistic Infections Among HIV-Exposed and HIV-Infected Children, http://www.cdc.gov/mmwr/pdf/rr/rr58e0826.pdf; and
9.Tuberculosis Surveillance Data Training Report of Verified Case of Tuberculosis (RVCT) Instruction Manual, http://www.cdc.gov/tb/programs/rvct/InstructionManual.pdf.

Contractor will comply with all applicable federal and state regulations and statutes, including but not limited to, the following:

1.Tuberculosis Code, Texas Statutes, Health and Safety Code, Chapter 13, Subchapter B;
2.Communicable Disease Prevention and Control Act, Texas Statutes, Health and Safety Code, Chapter 81;
3.Screening and Treatment for Tuberculosis in Jails and Other Correctional Facilities, Texas Statutes, Health and Safety Code, Chapter 89;
4.Control of Communicable Diseases, Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter A;
5.Tuberculosis Screening for Jails and Other Correctional Facilities, Texas Administrative Code (TAC), Title 25, Part 1, Chapter 97, Subchapter H; and
6.Retention of Medical Records, General Provisions Article VIII "Records Retention" and by Texas

Administrative Code Title 22, Part 9, Chapter 165, §165.1.

Contractor will perform all activities under this Contract in accordance with the most current version of the Tuberculosis Work Plan, detailed budget as approved by DSHS, and all applicable state laws, regulations, standards, and guidelines. Contractor must receive written approval from DSHS before varying from applicable procedures in the Tuberculosis Work Plan. If approval is provided, the Contractor will update their policies and procedures within five (5) working days so that staff working on activities under this contract knows of the change(s).

Contractor will provide TB services to individuals with suspected or confirmed TB disease including persons identified as a contact to a known case or suspect, refugees and class B immigrants regardless of their ability to pay for services.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below what is projected in Contractor's total Renewal Program Attachment amount, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

Contractor agrees to read DSHS Contractor Financial Procedures Manual (CFPM) and work with DSHS staff regarding the management of funds received under this Contract.
http://www.dshs.state.tx.us/contracts/cfpm.shtm.

B. USE OF FUNDS:

Contractor will demonstrate fiduciary responsibility in administering program funds. Contractor will be subject to adjustments in award amounts based on changes to the number of clients served, utilization of funds, or other factors.

Contractor will provide a cash match of no less than 20% of the DSHS share of the total budget reflected in the Program Attachment. Contractor will provide a cash match at the required percentage or DSHS may withhold payments, use administrative offsets, or request a refund from Contractor until such time as the required match ratio is met. No federal or other grant funds can be used as part of meeting the match requirement.

Contractor may use federal funds under this contract to support core TB control front-line activities:

1.Directly observed therapy (DOT);
2.Out-patient services (tuberculin skin testing, chest radiography, medical evaluation, treatment);
3.Contact Investigations;
4.Contact Reviews;
5.Surveillance;
6.Reporting;
7.Data analyses;
8.Cluster investigations; and
9.Provider Education.

Contractor may not use federal funds for:

1.Medication purchases;
2.In-patient clinical care (hospitalization services);
3.Entertainment;
4.Furniture, equipment; or
5.Sectarian worship, instruction, or proselytization.

Contractor will:

1. Lapse no more than 5% of the total funded amount of the contract;
2. Maintain and adjust spending plan throughout the contract term to avoid lapsing funds; and
3. Maintain staffing levels to meet required activities of the contract and to ensure all funds in personnel category are expended.

Contractor's budget will include costs to cover required TB trainings and continuing education training.

C. CONDUCT SURVEILLANCE:

Contractor will:
1.Contact providers that deliver TB care to at-risk populations within Contractor's service area to obtain data of unreported cases (refer to TB Work Plan, Section IX);
2.Submit Surveillance Quality Assurance Template via the PHIN to the Surveillance Branch (refer to TB Work Plan, Section IX); and
3.Identify high risk groups and congregate settings for which testing for TB infection (TBI) and disease are justified. The goal for target testing is to identify, evaluate, and treat persons who are at high risk for TB infection or at high risk for developing TB disease, once infected with M. tuberculosis (refer to TB Work Plan, Section IX).

D. REPORTING:

Contractor will:

1.Provide a complete and accurate Annual Progress Report covering the period from January to December 2015, in the format provided by DSHS, demonstrating compliance with requirements of the Program Attachments during that time period. The report will include, but not limited to, a detailed analysis of performance related to the performance measures (see Section II FY16 Performance Measures).

The Contractor's Annual Progress Report will not be combined with another Contractor's or health service region's Annual Progress Report. The report is due March 15, 2016, and will be sent to the TB Reporting Mailbox - TBContractReporting@dshs.state.tx.us (refer to TB Work Plan, Section X). Any individual-level patient data must be sent via the Public Health Information Network (PHIN). Contractors can mail the Annual Progress Report to their DSHS health service region thereby authorizing them to submit the report on their behalf. If the Contractor sends the report to a DSHS health service region, the deadline for submission to the TB Branch remains unchanged;

2.Ensure designated reports for Cases, Suspects and Contact Investigations are submitted by established deadlines and schedules using DSHS-approved mechanisms (refer to TB Work Plan, Section X);

3.Submit monthly correctional TB screening reports from those jails and community corrections under Texas Health and Safety Code Chapter 89 Requirements (refer to TB Work Plan, Section X);

4.Submit completed Cohort Review documents for the appropriate cohort year and quarter to the TB Branch via the PHIN (refer to TB Work Plan, Section X);

5.Submit completed Incident Report(s) and weekly written updates for media sensitive situations and or large contact investigations (= 50 contacts, or in a school = 25 contacts) are sent to TB Branch via PHIN (refer to TB Work Plan, Section X);

6.Conduct DGMQ airline contact investigations and report to the TB Branch (refer to TB Work Plan, Section X); and

7.Submit a Report of Adverse Drug Reaction to the TB Branch Nurse Case Manager Consultant (or designee), if a TB Suspect or Case dies or is hospitalized due to an adverse drug reaction (refer to TB Work Plan, Section X).

E. MAINTAIN A COMPETENT WORKFORCE:

Contractor will provide professional education, training and orientation for new TB program staff and continuing education for current TB program staff to include: physicians, nurses, contact investigators, outreach workers, case registry staff, receptionists, epidemiologists, and other support staff (refer to TB Work Plan, Section XII).
Within 90 days of employment, all newly hired employees will complete 40 hours of TB training specific to their duties and responsibilities, as specified in the TB Work Plan. Each year, Contractor must ensure that its employees providing TB services receive 16 hours of continuing education or training relevant to their position.

Documentation of all training, including the name of employee, job title, hours of training received, course name, and date of course, shall be retained for each employee who delivers TB services and this information will be made available to DSHS upon request by the TB Branch. The training documentation described above will be listed in detail in the Accomplishments section of the Annual Progress Report (refer to TB Work Plan, Section XII).

Contractor will submit a “Notice of Change in TB Personnel” form (Exhibit A) to the DSHS TB Branch no later than the 5th day of each month (see attachment) following a new hire for the Contractor’s TB Program.

Contractor’s case registry staff will attend the TB Surveillance annual medical records conference and workshop to obtain the latest records management procedures.

By October 14, 2016, Contractor will submit documents demonstrating its TB employee's acknowledgment of jurisdictional TB policies and procedures. Contractor’s orders and procedures are to be reviewed and signed at least annually by all employees delivering TB clinical or data services. Each Contractor will send the following documents to the TB Branch via the PHIN; Nurse Admin folder:

1.A copy of fully signed TB Policies and Procedures signature page, and
2.A copy of table of contents listing all enacted TB policies and procedures with the period of time the policies and procedures are valid.

F. INITIATE AND MAINTAIN AUDITING AND QUALITY ASSURANCE PRACTICES:

Contractor must ensure that clinical and reporting standards are maintained for audit activities in accordance with Section XVI of the TB Work Plan. Contractors will fully cooperate with any DSHS audits, desktop reviews and site visits.

SECTION II: FY16 PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Contract, without waiving the enforceability of any of the other terms of the Contract or any other method of determining compliance in accordance with Section XVII of the TB Work Plan.:

1.Newly-reported TB cases will have an HIV test performed unless the patient is known to be HIV-positive or if the patient refuses. Contractor will report positive or negative HIV test results to DSHS according to the reporting schedule provided in Section 1, D herein.
For FY16 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 82.9% is required.

If fewer than 82.9% of newly reported TB cases have a result of an HIV test reported, then DSHS may, at its sole discretion, require Contractor to take additional measures to improve performance, on a timeline set by DSHS;

2.Cases, and suspected cases, of TB under treatment by Contractor will be placed on timely and appropriate Directly Observed Therapy (DOT).
For FY16 reporting, data will cover all cases from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 91.6% is required.

If data indicates a compliance percentage for this Performance Measure of less than 91.6%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to performance, on a timeline set by DSHS;

3.Newly-reported suspected cases of TB disease will be started in timely manner on the recommended initial 4-drug regimen.

For FY16 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 93.4% is required.

If fewer than 93.4% of newly-reported TB cases are started on an initial 4-drug regimen in accordance with this requirement, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS;

4. Newly-reported TB patients that are older than 12-years-old and that have a pleural or respiratory site of disease will have sputum acid-fast bacilli (AFB)-culture results reported to DSHS according to the timelines for reporting initial and updated results given herein.

For FY16 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 91.5% is required.

If data indicates a compliance percentage for this Performance Measure of less than 91.5%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS;

5. Newly-reported cases of TB with AFB-positive sputum culture results will have documented conversion to sputum culture-negative within 60 days of initiation of treatment.

For FY16 reporting, data will be drawn from calendar year 2014 (1/1/2014-12/31/2014). A compliance percentage of not less than 47% is required.

If data indicates a compliance percentage for this Performance Measure of less than 47%, then DSHS may, at its sole discretion, require additional measures be taken by contractor to improve performance, on a timeline set by DSHS;

6. Newly diagnosed TB cases that are eligible* to complete treatment within 12 months will complete therapy within 365 days or less.
*Exclude TB cases 1) diagnosed at death, 2) who die during therapy, 3) who are resistant to Rifampin, 4) who have meningeal disease, and/or 5) who are younger than 15 years with either miliary disease or a positive blood culture for TB.

For FY16 reporting, data will cover all cases from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 87% is required.

If data indicates a compliance percentage for this Performance Measure of less than 87%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS;

7. Increase the proportion of culture-confirmed TB cases with a genotyping result reported.

For FY16 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 94.2% is required.

If data indicates a compliance percentage for this Performance Measure of less than 94.2%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS;

8. TB cases with initial cultures positive for Mycobacterium tuberculosis complex will be tested for drug susceptibility and have those results documented in their medical record.

For FY16 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 97.8% is required.

If data indicates a compliance percentage for this Performance Measure of less than 97.8%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS;

9. Newly-reported TB patients with a positive AFB sputum-smear result will have at least three contacts identified as part of the contact investigation that must be pursued for each case.

For FY16 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 92% is required.

If data indicates a compliance percentage for this Performance Measure of less than 92%, then DSHS may,, at its sole discretion,, require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

10. Newly-identified contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive TB case will be evaluated for TB infection and disease.

For FY16 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 82.5% is required.

If data indicates a compliance percentage for this Performance Measure of less than 82.5%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS;

11. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case and that are newly diagnosed with TBI will be started on timely and appropriate treatment.

For FY16 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 70% is required.

If data indicates a compliance percentage for this Performance Measure of less than 70%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS;

12. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case that are newly diagnosed with TBI and that were started on treatment will complete treatment for TBI as described in Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000; according to timelines given, therein.

For FY16 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 50% is required.

If data indicates a compliance percentage for this Performance Measure of less than 50%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS;

13. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB, increase the proportion who initiate medical evaluation within 30 days of arrival. Arrival is defined as the first notice or report; whether that is by fax, phone call, visit to the health department or EDN notification.

For FY16 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 62% is required.

If data indicates a compliance percentage for this Performance Measure of less than 62%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS;

14. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB, increase the proportion who initiate and complete evaluation within 90 days of arrival.

For FY16 reporting data will be drawn from calendar year 2015 (1/1/2015-12/31/2015). A compliance percentage of not less than 45% is required.

If data indicates a compliance percentage for this Performance Measure of less than 45%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS;

15. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB and who are diagnosed with TBI during evaluation in the US, increase the proportion who start treatment.

For FY16 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 64% is required.

If data indicates a compliance percentage for this Performance Measure of less than 64%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS; and

16. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB and who are diagnosed with TBI during evaluation in the US and started on treatment, increase the proportion who complete TBI treatment.

For FY16 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 70% is required.

If data indicates a compliance percentage for this Performance Measure of less than 70%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS.

Contractor will maintain documentation used to calculate performance measures as otherwise required by this Contract and by 22 Tex. Admin. Code § 165.1.

All reporting to DSHS will be completed as described in Section I, “D. Reporting” and submitted by the deadlines given.
If Contractor fails to meet any of the performance measures, Contractor will furnish in the Annual Progress Report a written narrative explaining the reasons for the failure and Contractor's plan to prevent future failures. This requirement does not excuse any violation of this Contract, nor does it limit DSHS as to any options available under the contract regarding breach.

SECTION III: BILLING INSTRUCTIONS:

Contractor will request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables.

Vouchers and supporting documentation can be mailed, faxed or sent via e-mail:

Claims Processing Unit, MC 1940
Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, Texas 78714-9347

Fax: (512) 776-7742

E-mail: invoices@dshs.state.tx.us
A copy of the invoice must also be sent via email to: CMU.invoices@dshs.state.tx.us and TBcontractingreporting@dshs.state.tx.us

8. Service Area

Hidalgo County

This section intentionally left blank.

10. Procurement method:

Non-Competitive | Interagency/Interlocal

GST-2012-Solicitation-00064 | FY14 TB/FED

11. Renewals:

Number of Renewals Remaining: 4 Date Renewals Expire: 12/31/2020

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.116

14. DUNS Number:

103110834

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Narrative Report	Annually	January 1, 2015	December 31, 2015	March 15, 2017
Financial Status Reports (FSRs) & Match Reimbursement/Certification Forms (B-13As)	Quarterly	Jauary 1, 2016	March 31, 2016	April 29, 2016
Financial Status Reports (FSRs) & Match Reimbursement/Certification Forms (B-13As)	Quarterly	April 1, 2016	June 30, 2016	July 29, 2016
Financial Status Reports (FSRs) & Match Reimbursement/Certification Forms (B-13As)	Quarterly	July 1, 2016	September 30, 2016	October 31, 2016
Financial Status Reports (FSRs) & Match Reimbursement/Certification Forms (B-13As)	Quarterly	October 1, 2016	December 31, 2016	February 15, 2017

Submission Instructions:

Annual Report: Submit program reports to the TB Reporting Mailbox - TBContractReporting@dshs.state.tx.us.

Financial Status Reports:
Claims Processing Unit, MC1940
Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

The fax number is (512) 776-7442. The email address is invoices@dshs.state.tx.us

16. Special Provisions

General Provisions, ARTICLE VII CONFIDENTIALITY, Section 7.03 Exchange of client-identifying information, is revised to include the following:

Neither Contractor, nor any subcontractor, will transfer a client or patient record through any means, including electronically, to another entity or person, or subcontractor without written consent from the client or patient, or someone authorized to act on his or her behalf; however, DSHS may require Contractor, or any subcontractor, to timely transfer a client or patient record to DSHS if the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the client or patient, or is otherwise provided by law.

DSHS will have timely access to a client or patient record in the possession of Contractor, or any subcontractor, under authority of the Texas Health and Safety Code, Chapters 81 and 85, and the Medical Practice Act, Texas Occupations Code, Chapter 159. In such cases, DSHS will keep confidential any information obtained from the client or patient record, as required by the Texas Health and Safety Code, Chapter 81, and Texas Occupations Code, Chapter 159.

General Provisions, ARTICLE III SERVICES, Section 3.02 Disaster Services, is revised to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts. DSHS will reimburse Contractor up to 5% of this Program Attachment funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor will maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor will notify the Assigned Contract Manager in writing when this provision is implemented.

General Provisions, ARTICLE XXIII PROGRAM FUNDS AND PAYMENTS, Section 23.04 Nonsupplanting, is revised to include the following:

Funding from this Renewal Program Attachment will not be used to supplant (i.e., used in place of funds dedicated, appropriated or expended for activities funded through this Renewal Program Attachment) state or local funds, but Contractor will use such funds to increase state or local funds currently available for a particular activity. Contractor will maintain local funding at a sufficient rate to support the local program. If the total cost of the project is greater than DSHS' set funding, Contractor will supply funds for the remaining costs in order to accomplish the objectives set forth in this Program Attachment.
All revenues directly generated by this Renewal Program Attachment or earned as a result of this Renewal Program Attachment during the term of this Renewal Program Attachment are considered program income; including income generated through Medicaid billings for TB related clinic services. Contractor will use this program income to further the scope of work detailed in this Renewal Program Attachment, and must keep documentation to demonstrate such to DSHS's satisfaction. This program income may not be used to take the place of existing local, state, or federal program funds.

General Provisions, ARTICLE XIV GENERAL TERMS, Section 14.12 Amendment, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Program Attachment.

17. Documents Forming Contract. The Contract consists of the following:

a. Contract (this document)	2016-001400-00
b. General Provisions	Subrecipient General Provisions
c. Attachments	Budget
d. Declarations	Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
e. Exhibits	Exhibit A - Notice of Change in TB Personnel

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:	Hidalgo County
Vendor Identification Number:	17460007176

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

Department of State Health Services	**Hidalgo County**
By: Signature of Authorized Official	By: Signature of Authorized Official
Date	Date
Name and Title 1100 West 49th Street Address Austin, TX 78756-4204 City, State, Zip	Name and Title Address City, State, Zip
Telephone Number	Telephone Number
E-mail Address	E-mail Address

Budget Summary

Organization Name: Hidalgo County Program ID: TB/PC-FED

Contract Number: 2016-001400-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	$304,133.00	$63,881.00	$0.00	$368,014.00
Fringe Benefits	$111,282.00	$23,374.00	$0.00	$134,656.00
Travel	$5,073.00	$0.00	$0.00	$5,073.00
Equipment	$0.00	$0.00	$0.00	$0.00
Supplies	$14,133.00	$299.00	$0.00	$14,432.00
Contractual	$0.00	$0.00	$0.00	$0.00
Other	$3,150.00	$0.00	$0.00	$3,150.00
Total Direct Costs	$437,771.00	$87,554.00	$0.00	$525,325.00
Indirect Costs	$0.00	$0.00	$0.00	$0.00
Totals	$437,771.00	$87,554.00	$0.00	$525,325.00

Exhibit A - Notice of Change in TB Personnel

Organization Name: Hidalgo County

Contract Number: 2016-001400-00 Program ID: TB/PC-FED

Contract Term: 01/01/2016 - 12/31/2016 Program Name: Tuberculosis Prevention and Control

Month / Year _____

Local Health Department/Health Service Region _____

Contact Person _____

Phone Number _____

Check all that apply:

_____ NEW HIRE _____ NAME CHANGE _____ NEW FTE

_____ TRANSFER _____ PROMOTION _____ RESIGNATION
_____ RECLASSIFICATION _____ RETIREMENT _____ TERMINATION

_____ OTHER (SPECIFY) _____

PERSONNEL INFORMATION

Name as Listed on Payroll _____

Supervisor _____

Work Location _____

Phone & Phone Extension _____

Position Title _____

Effective Date _____

New Base Salary _____

Last Physical Day on Duty _____

Summary of Duties _____

Percent Paid by State TB Funds _____

Percent Paid by Federal TB Funds _____

Percent Not Paid by State and Federal TB Funds _____

TEXAS Department of State Health Services

CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County
Contract Number: 2016-001400-00

For contracts greater than $100,000, this attachment is applicable and must be signed as part of the contract agreement.

CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

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

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

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

(•) Applicable ( ) Non-Applicable

Signature of Authorized Individual Date:

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Certification Regarding Lobbying			
	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification			
	Signature Page			
	General Provisions (LHD)			
	Contract Print			

TEXAS Department of State Health Services

FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Organization Name	Hidalgo County				
Address	1304 S 25th St				
City	Edinburg	State	Texas	Zip Code (9 digit)	78539
Payee Name	Hidalgo County				
Address	Hidalgo County Treasurer 2810 S Business 281				
City	Edinburg	State	TX	Zip Code (9 digit)	78539-6243
Vendor identification No.		17460007176		MailCode	060
Payee DUNS No. *		103110834			

1. Did your organization have a gross income, from all sources, of more than $300,000 in your previous tax year? *

(•) Yes ( ) No

2. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

( ) Yes (•) No

3. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

(•) Yes ( ) No

Identify contact persons for FFATA Correspondence. *

FFATA Contact Person #1

Name*	Ramon Garcia
Email*	ramon.garcia@co.hidalgo.tx.us
Telephone*	(956) 318-2600

FFATA Contact Person #2

Name*	Ray Eufracio
Email*	ray.eufracio@auditor.co.hidalgo.tx.us
Telephone*	(956) 318-2511

☑ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and

Fiscal Year 2016
Department of State Health Services
Contract General Provisions

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ARTICLE I CONTRACT COMPONENTS

Section 1.01 Contract Components. As used in herein, the "Contract" consists of the following documents:

a. The Contract, including any applicable Program Attachment(s); The Department of State Health Services Fiscal Year 2016 General Provisions (General Provisions) and if applicable;
c. The solicitation document, if applicable; and
d. The response, proposal or application submitted by Contractor in response to the solicitation document, if applicable.

Section 1.02 Order of Precedence. To the extent that there is any conflict between the terms of any contract component document, the conflict shall be resolved in the above order of priority in Section 1.01.

ARTICLE II COMPLIANCE AND REPORTING

Section 2.01 Compliance. Contractor shall comply and require its subcontractor(s) to comply with the requirements of these general provisions and all other applicable state and federal statutes, regulations, rules and executive orders, as such statutes, regulations, rules and executive orders including as such statutes, regulations, rules and executive orders may be amended.

Section 2.02 Precedence of Contract Terms. To the extent this Contract imposes a higher standard or additional requirements beyond those required by applicable statutes, regulations, rules or executive orders, the terms of this Contract shall take precedence and control.

Section 2.03 Effect of Legislative Changes. Contractor agrees that upon notification from Department of State Health Services (DSHS or Department) Contractor shall comply with any changes to the term of the contract include in its contracts that are a result of legislation during the term of this Contract.

Section 2.04 Compliance with Requirements of Solicitation Document. If applicable and except as specified in these General Provisions or the Contract's terms, the Contractor shall comply with the requirements, eligibility conditions, assurances, certifications and program requirements of the Solicitation Document for the duration of this Contract or any subsequent renewals. The Parties agree that the Department has relied upon Contractor's response to the Solicitation Document. The Parties agree that any misrepresentation contained in Contractor's response to the Solicitation Document constitutes a breach of this Contract and may result in termination.

Section 2.05 Reporting. Contractor shall submit reports in accordance with the reporting requirements established by the Department and provided for in the Contract and in these General Provisions. Except as otherwise provided for in this Contract or General Provisions, the Contractor shall submit reports to the assigned contract manager. Contractor shall also provide any other information requested by the Department in the format required by DSHS. Failure to submit any required report or additional requested information by the due date specified in the contract or upon request may constitute a breach of contract, result in delayed payment and/or the imposition of sanctions and remedies. And failure to comply with a reporting requirement may adversely affect evaluation of Contractor's ability to contract in the future with the Department.

Section 2.06 Applicable Contracts Law and Venue for Disputes. Except as provided for in Article XV, all issues related to this contract, including formation, performance and interpretation that may arise in any dispute between the Parties, shall be governed by and construed in accordance with the laws of the State of Texas and venue shall be in Travis County, Texas.

Section 2.07 Statutes and Standards of General Applicability. Contractor is responsible for reviewing and complying with all applicable statutes, rules, regulations, executive orders and policies. To the extent applicable

to Contractor, Contractor shall comply with the following:

a. Statutes, rules, regulations, and DSHS policy (and any of their subsequent amendments) that collectively prohibit discrimination, exclusion from or limitation of participation in programs, benefits or activities or denial of any aid, care, service or other benefit on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation (where applicable), disabilities, age, substance abuse, political belief or religion:
    1. Title VI of the Civil Rights Act of 1964, 42 USC §§ 2000d et seq.;
    2. Title IX of the Education Amendments of 1972, 20 USC §§ 1681-1683, and 1685-1686;
    3. Section 504 of the Rehabilitation Act of 1973, 29 USC § 794(a);
    4. Americans with Disabilities Act of 1990, 42 USC §§ 12101 et seq.;
    5. Age Discrimination Act of 1975, 42 USC §§ 6101-6107;
    6. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 USC § 290dd (b)(1); 7) 45 CFR Parts 80, 84, 86 and 91;
    7. U.S. Department of Labor, Equal Employment Opportunity E.O. 11246;
    8. Tex. Labor Code Chapter 21;
    9. Food Stamp Act of 1977 (7 USC §§ 2011 et seq.);
    10. Executive Order 13279, 45 CFR Part 87 or 7 CFR Part 16 regarding equal treatment and opportunity for religious organizations;
    11. Drug Abuse Office and Treatment Act of 1972, 21 USC §§ 1101 et seq., relating to drug abuse;
    12. Public Health Service Act of 1912, §§ 523 and 527, 42 USC § 290dd-2, and 42 CFR pt. 2, relating to confidentiality of alcohol and drug abuse patient records;
    13. Title VIII of the Civil Rights Act of 1968, 42 USC §§ 3601 et seq., relating to nondiscrimination in housing; and
    14. DSHS Policy AA-5018, Non-discrimination Policy for DSHS Programs;
b. Immigration Reform and Control Act of 1986, 8 USC § 1324a, and Immigration Act of 1990, 8 USC 1101 et seq., as amended by Public Law113-4 (March 7, 2013), regarding employment verification; and Illegal Immigration Reform and Immigrant Responsibility Act of 1996;
c. Pro-Children Act of 1994, 20 USC §§ 6081-6084, and the Pro-Children Act of 2001, 20 USC § 7183, regarding the non-use of all tobacco products;
d. National Research Service Award Act of 1971, 42 USC §§ 289a-1 et seq., and 6601 (P.L. 93-348 and P.L. 103-43), regarding human subjects involved in research;
e. Hatch Political Activity Act, 5 USC §§ 1501-1508 and 7324-26, which limits the political activity of employees whose employment is funded with federal funds;
f. Fair Labor Standards Act, 29 USC §§ 201 et seq., and the Intergovernmental Personnel Act of 1970, 42 USC §§ 4701 et seq., as applicable, concerning minimum wage and maximum hours;
g. Texas Government Code Chapter 469 pertaining to eliminating architectural barriers for persons with disabilities;
h. Texas Workers' Compensation Act, Texas Labor Code Chapters 401-406, and 28 Texas Administrative Code (TAC) pt. 2, regarding compensation for employees' injuries;
i. The Clinical Laboratory Improvement Amendments of 1988, 42 USC § 263a, regarding the regulation and certification of clinical laboratories;
j. The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR § 1910.1030, or Title 25 Tex. Admin Code Chapter 96 regarding safety standards for handling blood borne pathogens;
k. Laboratory Animal Welfare Act of 1966, 7 USC §§ 2131 et seq., pertaining to the treatment of laboratory animals;
l. Environmental standards pursuant to the following:
    1. Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§ 4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247), "Protection and Enhancement of Environmental Quality;"

2. Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal Contracts, Grants, or Loans;"
3. Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961;
4. Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg. 26951 and, if applicable, flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234);
5. Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§ 1451 et seq.;
6. Federal Water Pollution Control Act, 33 USC §§ 1251 et seq.;
7. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§ 300f-300j;
8. Protection of endangered species under the Endangered Species Act of 1973, 16 USC §§ 1531 et seq.;
9. Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, 42 USC §§ 7401 et seq.;
10. Wild and Scenic Rivers Act of 1968, 16 USC §§ 1271 et seq., related to protecting certain river systems; and

m. Lead-Based Paint Poisoning Prevention Act, 42 USC §§ 4821 et seq., prohibiting the use of lead-based paint in residential construction or rehabilitation;
n. Intergovernmental Personnel Act of 1970, 42 USC §§ 4278-4763, regarding personnel merit systems for programs specified in Appendix A of the federal Office of Program Management's Standards for a Merit System of Personnel Administration, 5 CFR Part1200 et seq;
o. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of, 42 USC §§4601 et seq (PL 91-646), relating to fair treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs;
p. Davis-Bacon Act, 40 USC §§ 3141-3148;
q. Copeland Act, 40 USC §§ 276c and 18 USC § 874;
r. Contract Work Hours and Safety Standards Act, 40 USC § 3702 et seq., regarding labor standards for federally-assisted construction subagreements;
s. National Historic Preservation Act of 1966, § 106, 16 USC § 470; Executive Order 11593; and the Archaeological and Historic Preservation Act of 1974 (16 USC §§ 469a-1 et seq.) regarding historic property to the extent necessary to assist DSHS in complying with the Acts;
t. Trafficking Victims Protection Act of 2000, Section 106(g) (22 USC § 7104);
u. Executive Order 13513 (Oct. 1, 2009), Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, if required by a federal funding source of this Contract;
v. Whistleblower Protection Enhancement Act (5 U.S.C. 2302(b)(8)) and Texas Whistleblower Act (Tex. Gov. Code Chapter 554); and
w. Requirements of any other applicable state and federal statutes, executive orders, regulations, rules and policies.

Section 2.08 Applicability of General Provisions to Interagency and Interlocal Contracts.

a. The following sections or portions of sections of these General Provisions shall not apply to Interagency Cooperation Contracts (Texas Government Code 771) or Interlocal Cooperation Contracts (Texas Government Code Chapter 791):

1. Hold Harmless and Indemnification, Section 14.17;
2. Independent Contractor, Section 13.05;
3. Historically Underutilized Businesses (HUBs), Section 13.02 (Contractor, however, shall comply with HUB requirements of other statutes and rules specifically applicable to that entity;
4. Debt to State and Corporate Status, Section 4.01;

5. Application of Payment Due, Section 4.02; and
6. Article XVI Claims against the Department.

b. The following additional provisions shall apply to Interlocal Cooperation Contracts:

1. Payments made by DSHS to Contractor shall be from current revenues available to DSHS; and
2. Each Party represents that it has been authorized to enter into this Contract.

Section 2.09 Civil Rights Policy and Complaints. Upon request, Contactor shall provide the Health and Human Services Commission (HHSC) Civil Rights Office with copies of all Contractor's civil rights policies and procedures. Contractor shall notify HHSC's Office of Civil Rights of any civil rights complaints received relating to performance under this Contract no more than ten calendar days after Contractor's receipt of the claim. Notice must be directed to:

Civil Rights Office
Health and Human Services Commission
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
(888) 388-6332 or 512-438-4313
TTY Toll-free (877) 432-7232
HHSCivilRightsOffice@hhsc.state.tx.us

Section 2.10 Licenses, Certifications, Permits, Registrations and Approvals. Contractor shall obtain and maintain all applicable licenses, certifications, permits, registrations and approvals to conduct its business and to perform the services under this Contract. Failure to obtain or any revocation, surrender, expiration, non-renewal, inactivation or suspension of any such license, certification, permit, registration or approval constitutes grounds for termination of this Contract or other remedies the Department deems appropriate. Contractor shall ensure that all its employees, staff and volunteers obtain and maintain in active status all licenses, certifications, permits, registrations and approvals required to perform their duties under this Contract and shall prohibit any person who does not hold a current, active required license, certification, permit, registration or approval from performing services under this Contract.

Section 2.11 Funding Obligation. This Contract is contingent upon the availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment of the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce or terminate funding under this Contract. Notice of any restriction or reduction shall include instructions and detailed information on how DSHS shall fund the services and/or goods to be procured with the restricted or reduced funds.

Section 2.12 Whistleblower Act Protection. This Contract is required to include the Whistleblower Protection Acts (See Section 2.07(v)) protections to grantees, their subgrantees and subcontractors, and contractor must inform their employees of whistleblowers' rights and remedies. The requirement is in effect for all grants, contracts, subgrants, and subcontractors issued beginning July 1, 2013 through January 1, 2017.

ARTICLE III SERVICES

Section 3.01 Education to Persons in Residential Facilities. If applicable, Contractor shall ensure that all persons, who are housed in Department-licensed and/or -funded residential facilities and are 22 years of age or younger, have access to educational services as required by Texas Education Code § 29.012.

Contractor shall notify the local education agency or local early intervention program as prescribed by this Section not later than the third calendar day after the date a person who is 22 years of age or younger is placed in Contractor's residential facility.

Section 3.02 Disaster Services. In the event of a local, state, or federal emergency, including natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster by the appropriate federal official, Contractor may be called upon to assist DSHS in providing services, as appropriate, in the following areas:

a. Community evacuation;
b. Health and medical assistance;
c. Assessment of health and medical needs;
d. Health surveillance;
e. Medical care personnel;
f. Health and medical equipment and supplies;
g. Patient evacuation;
h. In-hospital care and hospital facility status;
i. Food, drug and medical device safety;
j. Worker health and safety;
k. Mental health and substance abuse;
l. Public health information;
m. Vector control and veterinary services; and
n. Victim identification and mortuary services.

Contractor shall carry out disaster services in the manner most responsive to the needs of the emergency, in the most cost-effective, and least intrusive manner to Contractor's primary services.

Section 3.03 Consent to Medical Care of a Minor. If Contractor provides medical, dental, psychological or surgical treatment to a minor under this Contract, either directly or through contracts with subcontractors, Contractor shall not provide treatment of a minor unless informed consent to treatment is obtained pursuant to Texas Family Code Chapter 32 relating to consent to treatment of a child by a non-parent or the child or other state law. If requirements of federal law relating to consent directly conflict with this Chapter, then federal law supersedes state law.

Section 3.04 Telemedicine/Telepsychiatry Medical Services. If applicable, the Contractor shall ensure that if Contractor or its subcontractor uses telemedicine/telepsychiatry that the services are implemented in accordance with written procedures and using a protocol approved by Contractor's medical director and using equipment that complies with the equipment standards as required by the Department. Procedures for providing telemedicine service must include the following requirements:

a. Clinical oversight by Contractor's medical director or designated physician responsible for medical leadership;
b. Contraindication considerations for telemedicine use;
c. Qualified staff members to ensure the safety of the individual being served by telemedicine at the remote site;
d. Safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
e. Use by credentialed licensed providers providing clinical care within the scope of their licenses;
f. Demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;
g. Priority in scheduling the system for clinical care of individuals;
h. Quality oversight and monitoring of satisfaction of the individuals served; and

i. Management of information and documentation for telemedicine services that ensures timely access to accurate information between the two sites. Telemedicine Medical Services does not include chemical dependency treatment services provided by electronic means under 25 TAC Rule § 448.911.

Section 3.05 Services and Information for Persons with Limited English Proficiency.

a. Contractor shall take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits and activities.

b. Contractor shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter.

c. Contractor shall make every effort to avoid use of any persons under the age of 18 or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

ARTICLE IV FUNDING

Section 4.01 Debt to State and Corporate Status.

a. Pursuant to Texas Government Code § 403.055, the Department shall not approve and Texas Comptroller of Public Accounts shall not issue payment to Contractor if Contractor is indebted to the State for any reason, including a tax delinquency.

b. Contractor, if a corporation, certifies by execution of this Contract that it is current and shall remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Texas Tax Code §§ 171.001 et seq.). As a corporation, this Contractor further certifies that it is and shall remain in good standing with the Secretary of State's office.

c. A false statement regarding franchise tax or corporate status is a material breach of this Contract. If franchise tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Contractor's delinquent franchise tax is paid in full.

Section 4.02 Application of Payment Due. Contractor agrees that any payments due under this Contract shall be applied towards any debt of Contractor, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

ARTICLE V PAYMENT METHODS AND RESTRICTIONS

Section 5.01 Payment Methods. Except as otherwise provided by the provisions of this Contract, the payment method is based on a unit rate (fixed price or a specified) or fee for service (delivery of a specified unit of service) as stated in the Contract.

Section 5.02 Invoice/Billing Submission.

a. Contractor shall bill the Department in accordance with the Contract in the form and format prescribed by DSHS. If applicable, the Contractor must submit of all required documentation, reports, forms and/or deliverables in order to receive payment from the Department.

b. Unless otherwise specified in the Contract or permitted under the Third Party Payors (See Section 5.04 below), Contractor shall submit requests for payment monthly by the last business day of the month following the end of the month covered by the bill.

c. Contractor shall maintain all documentation that substantiates billing submissions and make the documentation available to DSHS upon request.

Section 5.03 Final Invoice/Billing Submission. Unless otherwise provided by the Department, Contractor shall submit a reimbursement or payment request as a final close-out bill not later than 45 calendar days following the end of the term of the Contract.

Section 5.04 Third Party Payors. Except as provided in this Contract, Contractor shall screen all clients and may not bill the Department for services eligible for reimbursement from third party payors, who are any person or entity who has the legal responsibility for paying for all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local and private funding sources.

As applicable, the Contractor shall:

a. Enroll as a provider in Children's Health Insurance Program and Medicaid if providing approved services authorized under this Contract that may be covered by those programs and bill those programs for the covered services;
b. Provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs;
c. Allow clients that are otherwise eligible for Department services, but cannot pay a deductible required by a third party payor, to receive services up to the amount of the deductible and to bill the Department for the deductible;
d. Not bill the Department for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted;
e. Maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement;
f. Bill all third party payors for services provided under this Contract before submitting any request for reimbursement to Department; and
g. Provide third party billing functions at no cost to the client**.**

ARTICLE VI TERMS AND CONDITIONS OF PAYMENT

Section 6.01 Prompt Payment. Upon receipt of a timely, undisputed invoice pursuant to this Contract, Department shall pay Contractor. Payments are contingent upon a signed Contract and shall not exceed the total amount of authorized funds under this Contract. Contractor is entitled to payment only if the service, work, and/or product has been authorized by the Department and performed or provided pursuant to this Contract. If these conditions are met, Department shall make payment in accordance with the Texas Prompt Payment Act (Texas Government Code Chapter 2251). Contractor acknowledges and agrees that it shall comply with the provisions in the Texas Prompt Payment Act regarding its prompt payment of its financial obligations to its subcontractors.

Section 6.02 Payment by Department. Payment of invoices by the Department shall not constitute acceptance or approval of Contractor's performance nor foreclose the right of the Department and HHSC to recover excessive or illegal payments. All invoices and Contractor's performance are subject to review and audit by the Department.

Section 6.03 Withholding Payments. Department may withhold all or part of any payments to Contractor to offset overpayments that Contractor has not refunded to Department. Department may take repayment from funds due to the Contractor for services performed or goods delivered in amounts necessary to fulfill Contractor's repayment obligations.

ARTICLE VII CONFIDENTIALITY

Section 7.01 Maintenance of Confidentiality. Contractor must maintain the privacy and confidentiality of information and records received during or related to the performance of this Contract, including patient and client records that contain protected health information (PHI) and any other information that discloses confidential personal information or identifies any client served by DSHS in accordance with any applicable federal and state law, rules and regulations, including but not limited to:

a. 7 Code of Federal Regulations (CFR) Part 246; 42 CFR Part 2, 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act [HIPAA]);
b. Texas Health and Safety Code Chapters 12, 47, 81, 82, 85, 88, 92, 161, 181, 241, 245, 251, 534, 576, 577, 596, 611 and 773;
c. Texas Occupations Code, Chapters 56 and 159; and
d. Any other applicable federal and state laws, rules or regulations.

The HHS Data Use Agreement, executed by the Parties, is incorporated as part of the Contract and describes Contractor's rights and obligations with respect to the Confidential Information and the limited purposes, for which the Contractor may create, receive, maintain, use, disclose or have access to Confidential Information.

Section 7.02 Department Access to PHI and Other Confidential Information.
Contractor shall cooperate with Department to allow Department to request, collect and receive PHI and other confidential information under this Contract, without the consent of the individual to whom the PHI relates, for funding, payment and administration of the grant program and for purposes permitted under applicable state and federal confidentiality and privacy laws.

Section 7.03 Exchange of Client-Identifying Information.
Except as prohibited by other law, Contractor and DSHS shall exchange PHI without the consent of clients in accordance with 45 CFR § 164.504(e)(3)(i)(B), Texas Health and Safety Code § 533.009 and 25 TAC Chapter 414, Subchapter A or any other applicable federal or state laws, rules or regulations.

Contractor shall disclose information described in Texas Health and Safety Code § 614.017(a)(2) relating to special needs offenders, to an agency described in Texas Health and Safety Code § 614.017(c) upon request of that agency, unless Contractor documents that the information is not allowed to be disclosed under 45 CFR Part 164 or other applicable law.

Section 7.04 Security of Patient or Client Records.
Contractor shall ensure that patient and client records are managed in compliance with state and federal law relating to security and retention of medical or mental health and substance abuse patient and client records. Department may require Contractor to transfer original or copies of patient and client records to Department, without the consent or authorization of the patient or client, upon termination of this Contract or a Contract to

this Contract, as applicable, or if the care and treatment of the individual patient or client is transferred to another entity. Prior to providing services funded under this Contract to a patient or client, Contractor shall attempt to obtain consent from the patient or client to transfer copies of patient or client records to another entity funded by DSHS upon termination of this Contract or a Contract to this Contract, as applicable or if care or treatment is transferred to another DSHS-funded contractor.

Section 7.05 HIV/AIDS Model Workplace Guidelines. If providing direct client care, services, or programs, Contractor shall implement Department's policies based on the HIV/AIDS (human immunodeficiency virus/acquired immunodeficiency syndrome), AIDS Model Workplace Guidelines for Businesses, State Agencies and State Contractors Policy No. 090.021. Contractor shall also educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas. Health & Safety Code §§ 85.112-114. A link to the Model Workplace Guidelines can be found at: http://www.dshs.state.tx.us/hivstd/policy/policies.shtm .

ARTICLE VIII PUBLIC INFORMATION ACT

Section 8.01 Texas Public Information Act. The Contractor understands that DSHS shall comply with the Texas Public Information Act (Texas Government Code Chapter 552).

If the Contractor is not a state agency, institution of higher education or other governmental entity, then the Contractor is required to make any information created or exchanged with the state pursuant to a contract, which is not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

ARTICLE IX RECORDS RETENTION

Section 9.01 Retention.

a. Contractor shall retain and preserve records in accordance with applicable state and federal statutes, rules and regulations. At a minimum, Contractor shall maintain all records, including but not limited to financial that are generated or collected by Contractor under the provisions of this Contract for a period of four years after the termination of this Contract.

b. If the federal retention period for services are funded through Medicaid is more than four years, then the Contractor will retain the records for longer period of time.

c. Contractor shall retain all records pertaining to this Contract that are the subject of litigation or an audit until the litigation has ended or all questions pertaining to the audit are resolved.

d. Contractor shall retain medical records in accordance with 22 TAC §165.1(b) or other applicable statutes, rules and regulations governing medical information.

e. Contractor shall include this provision concerning records retention in any subcontract it awards.

f. Contractor ceases business operations, it shall ensure that records relating to this Contract are securely stored and are accessible by the Department upon Department's request for at least four years from the date Contractor ceases business or from the date this Contract terminates, whichever is sooner.

g. Contractor shall provide, and update as necessary, the name and address of the party responsible for storage of records to the contract manager assigned to this Contract.

ARTICLE X ACCESS, INSPECTION AND AUDIT OF RECORDS

Section 10.01 Access and Inspection. In addition to any right of access arising by operation of law, Contractor and any of Contractor's affiliate or subsidiary organizations or subcontractors shall permit the Department or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including the Comptroller General of the United States, the Office of the Inspector General at HHSC (OIG) and the State Auditor's Office (SAO) or any of their successor agencies, unrestricted access to and the right to examine any site where business is conducted or client services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If deemed necessary by the Department or the OIG, for the purpose of investigation or hearing, Contractor shall produce original documents related to this Contract. The Department and HHSC shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings.

Contractor shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any subcontract it awards.

Section 10.02 State Auditor's Office. Contractor shall, upon request, make all records, books, papers, documents, or recordings related to this Contract available for inspection, audit, or reproduction during normal business hours to any authorized representative of the SAO. Contractor understands that the acceptance of funds under this Contract acts as acceptance of the authority of the SAO, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor shall cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested, and providing access to any information the SAO considers relevant to the investigation or audit. The SAO's authority to audit funds shall apply to Contract funds disbursed by Contractor to its subcontractors, and Contractor shall include this provision concerning the SAO's authority to audit and the requirement to cooperate, in any subcontract Contractor awards.

Section 10.03 Responding to Deficiencies. Any deficiencies identified by DSHS or HHSC upon examination of Contractor's records or during an inspection of Contractor's site shall be conveyed in writing to Contractor. Contractor shall submit, by the date prescribed by DSHS, a resolution to the deficiency identified in a site inspection, program review or management or financial audit to the satisfaction of DSHS or, if directed by DSHS, a corrective action plan to document and resolve the deficiency. A DSHS or HHSC determination of either an inadequate or inappropriate resolution of the findings may result in contract remedies or sanctions under the Breach of Contract and Remedies for Non-Compliance (See Article XV).

ARTICLE XI REPORTING REQUIREMENTS

Section 11.01 Child Abuse Reporting Requirement. This section applies to mental health and substance abuse contractors and contractors for the following public health programs:

a. Human Immunodeficiency Virus/Sexually Transmitted Diseases (HIV/STD);
b. Family Planning;
c. Primary Health Care;
d. Maternal and Child Health; and
e. Women, Infants and Children (WIC) Nutrition Services.

All Contractors shall comply with child abuse reporting guidelines and requirements in Texas Family Code Chapter 261 relating to investigations of reports of child abuse and neglect.

Contractor shall develop, implement and enforce a written policy that includes at a minimum the Department's Child Abuse Screening, Documenting, and Reporting Policy for Contractors/Providers and train all staff on reporting requirements.

Contractor shall use the DSHS Child Abuse Reporting Form located at www.dshs.state.tx.us/childabusereporting as required by the Department. Contractor shall retain reporting documentation on site and make it available for inspection by DSHS.

This section is in addition to and does not supersede any other legal obligation of the Contractor to report child abuse.

Section 11.02 Significant Incidents. In addition to notifying the appropriate authorities, Contractor shall report to the contract manager assigned to the Contract significant incidents involving substantial disruption of Contractor's program operation or affecting or potentially affecting the health, safety or welfare of Department funded clients or participants within 72 hours of discovery.

Section 11.03 Litigation.
Contractor shall notify the contract manager assigned to this Contract of litigation related to or affecting this Contract and to which Contractor is a party within seven calendar days of becoming aware of such a proceeding. This includes, but is not limited to an action, suit or proceeding before any court or governmental body, which includes but is not limited to environmental and civil rights matters, professional liability and employee litigation. Notification must include the names of the parties, nature of the litigation and remedy sought, including amount of damages, if any.

Section 11.04 Contract or License Action Against the Contractor.
Contractor shall notify the contract manager assigned to the contract if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within three working days of the suspension or termination. Such notification must include the:

a. Reason for such action;
b. Name and contact information of the local, state or federal department or agency or entity;
c. Date of the contract;
d. Date of suspension or termination; and
e. Contract or case reference number.

If Contractor has surrendered its license or has had its license suspended or revoked by any local, state or federal department or agency or non-profit entity, it shall disclose this information within three working days of the surrender, suspension or revocation to the contract manager assigned to the Contract by submitting a one-page description that includes the:

a. Reason for such action;
b. Name and contact information of the local, state or federal department or agency or entity;
c. Date of the license action; and
d. License or case reference number.

Section 11.05 Insolvency. Contractor shall notify in writing the contract manager assigned to the Contract of Contractor's insolvency, incapacity or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission (TWC) within three working days of the date of determination that Contractor is insolvent or incapacitated or the date Contractor discovered an unpaid obligation to the IRS or TWC. The Contractor shall also notify in writing the contract manager assigned of its plan to seek bankruptcy protection within three working days of such action by Contractor.

Section 11.06 Performance Malfeasance. Contractor shall report to the contract manager assigned to the Contract any knowledge of debarment, suspected fraud or unlawful activity related to performance under this Contract. Contractor shall make such report no later than three working days from the date that Contractor has

knowledge or reason to believe such activity has taken place. Additionally, if this Contract is federally funded by the Department of Health and Human Services (HHS), Contractor shall report any credible evidence that a principal, employee, subcontractor or agent of Contractor, or any other person, has submitted a false claim under the False Claims Act (31 U.S.C. §§3729-3733) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Contractor shall make this report to the SAO at http://sao.fraud.state.tx.us, and to the HHS Office of Inspector General at http://www.oig.hhs.gov/fraud/hotline/ no later than three working days from the date that Contractor has knowledge or reason to believe such activity has taken place.

Section 11.07 Criminal Activity and Disciplinary Action.

a. Contractor affirms that Contract nor any no person who has an ownership or controlling interest in the organization or who is an agent or managing employee of the organization has been placed on community supervision, received deferred adjudication, is presently indicted for or has been convicted of a criminal offense related to any financial matter, federal or state program or felony sex crime.

b. Contractor shall report in writing the contract manager assigned to the Contract, no later than three working days from the date that Contractor has knowledge or reason to believe such activity has taken place, if it has reason to believe Contractor, or a person with ownership or controlling interest in the organization or who is an agent or managing employee of the organization, an employee or volunteer of Contractor, or a subcontractor providing services under this Contract has engaged in any activity that:

    1. Would constitute a criminal offense equal to or greater than a Class A misdemeanor;
    2. Reasonably would constitute grounds for disciplinary action by a state or federal regulatory authority;

c. Has been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime. Contractor shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by DSHS.

Section 11.08 Retaliation Prohibited. Contractor shall not retaliate against any person who reports a violation of, or cooperates with an investigation regarding, any applicable law, rule, regulation or standard to the Department, another state agency, or any federal, state or local law enforcement official.

Section 11.09 Documentation. Contractor shall maintain appropriate documentation of all notices and reporting to DSHS as required under these General Provisions or this Contract.

ARTICLE XII ASSURANCES AND CERTIFICATIONS

Section 12.01 Certification. Contractor certifies by execution of this Contract to the following and will include such in all of its subcontracts:

a. It is not disqualified under 2 CFR § 376.935 or ineligible for participation in federal or state assistance programs;
b. Neither it, nor its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency in accordance with 2 CFR Parts 376 and 180 (parts A-I), 45 CFR Part 76 (or comparable federal regulations);

c. It has not knowingly failed to pay a single substantial debt or a number of outstanding debts to a federal or state agency;
d. It is not subject to an outstanding judgment in a suit against Contractor for collection of the balance of a debt;
e. It is in good standing with all state and/or federal agencies that have a contracting or regulatory relationship with Contractor;
f. That no person who has an ownership or controlling interest in Contractor or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any program established under Medicare, Medicaid, or a federal block grant;
g. Neither it, nor its principals have within the three year period preceding this Contract, has 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 private or public (federal, state or local) transaction or contract under a private or public transaction, violation of federal or state antitrust statutes (including those proscribing price-fixing between competitors, allocation of customers between competitors and bid-rigging), or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or false claims, tax evasion, obstruction of justice, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of Contactor or its principals;
h. Neither it, nor its principals is presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with the commission of any of the offenses in subsection (g) above; and
i. Neither it, nor its principals within a three year period preceding this Contract has had one or more public transaction (federal, state or local) terminated for cause or default.

Where Contractor is unable to certify to any of the statements in this Article, Contractor shall submit an explanation to the contract manager assigned to the Contract. Also, if Contractor's status with respect to the items certified in this Article changes during the term of this Contract, Contractor shall immediately notify the contract manager assigned to the Contract.

Section 12.02 Child Support Delinquencies. As required by Texas Family Code § 231.006, a child support obligor who is more than 30 calendar days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property materials, or services or receive a state-funded grant or loan. If applicable, Contractor shall maintain its eligibility to receive payments under this Contract, certifies that it is not ineligible to receive the payments specified in this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

Section 12.03 Authorization. Contractor certifies that it possesses legal authority to contract for the services described in this Contract and if applicable, a resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the binding of the organization under this Contract including all understandings and assurances contained in this Contract, and directing and authorizing the person identified as the authorized representative of Contractor to act in connection with this Contract and to provide such additional information as may be required.

Section 12.04 Gifts and Benefits Prohibited. Contractor certifies that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, present or future employment, gift, loan, gratuity, special discount, trip, favor, service or anything of monetary value to a DSHS or HHSC official or employee in connection with this Contract.

Section 12.05 Ineligibility to Receive the Contract.

a. Pursuant to Texas Government Code § 2155.004 and federal law, Contractor is ineligible to enter into this Contract with the Department if this Contract includes financial participation by a person who received compensation from DSHS to participate in developing, drafting or preparing the specifications, requirements, statement of work or Solicitation Document on which this Contract is based. Contractor certifies that neither Contractor nor its employees nor anyone acting for Contractor has received compensation from DSHS for participation in the developing, drafting or preparation of specifications, requirements or statements of work for this Contract or in the Solicitation Document associated with this Contract.

b. Pursuant to Texas Government Code §§ 2155.006 and 2261.053, Contractor is ineligible to enter into this Contract, if Contractor or any person who would have financial participation in this Contract has been convicted of violating federal law or been assessed a federal civil or administrative penalty, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005.

c. Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract under Texas Government Code §§ 2155.004, 2155.006 or 2261.053 and acknowledges that this Contract may be terminated and payment withheld if these certifications are inaccurate.

Section 12.06 Antitrust. Pursuant to 15 USC Sec. 1, et seq., and Texas Business & Commerce Code § 15.01, et seq. Contractor certifies that neither Contractor nor anyone acting for Contractor has violated the antitrust laws of this state or federal antitrust laws nor communicated directly or indirectly regarding a bid made to any competitor or any other person engaged in Contractor's line of business for the purpose of substantially lessening competition in such line of business.

ARTICLE XIII GENERAL BUSINESS OPERATIONS OF CONTRACTOR

Section 13.01 Program Site. Contractor shall provide services only in locations that are in compliance with all applicable local, state and federal zoning, building, health, fire and safety standards.

Section 13.02 Historically Underutilized Businesses (HUBs). If Contractor was not required to submit a HUB subcontracting plan and if subcontracting is permitted under this Contract, Contractor is encouraged to make a good faith effort to consider subcontracting with HUBs in accordance with Texas Government Code Chapter 2161 and 34 TAC § 20.14 et seq. Contractors may obtain a list of HUBs at http://www.window.state.tx.us/procurement/prog/hub. If Contractor has filed a HUB subcontracting plan, the plan is incorporated by reference in this Contract. If Contractor desires to make a change in the plan, Contractor must obtain prior approval of the revised plan from the Department's HUB Coordinator before proposed changes shall be effective under this Contract.

Contractor shall make a good faith effort to subcontract with HUBs during the performance of this Contract and shall report HUB subcontract activity to the Department's HUB Coordinator by the 15th day of each month for the prior month's activity, if there was any such activity in accordance with 34 TAC § 20.16(c).

Section 13.03 Buy Texas. Contractor shall purchase products and materials produced in Texas when the products and materials are available at a price and time comparable to products and materials produced outside of Texas as required by Texas Government Code § 2155.4441.

Section 13.04 Status of Subcontractors. Contractor shall require that all subcontractors certify that they

are/have:

a. In good standing with all state and federal funding and regulatory agencies;
b. Not currently debarred, suspended or otherwise excluded from participation in federal grant programs;
c. Not delinquent on any repayment agreements;
d. Not had a required license or certification revoked;
e. Not ineligible under the following sections of these General Provisions: Ineligibility to Receive the Contract (Assurances and Certifications Article) or the Conflict of Interest or Transactions Between Related Parties sections (General Terms Article); and
f. Not had a contract terminated by the Department.

Contractors shall further require that subcontractors certify that they have not voluntarily surrendered within the past three years any license issued by the Department.

Section 13.05 Independent Contractor. Contractor is an independent contractor. Contractor shall direct and be responsible for the performance of its employees, subcontractors, joint venture participants or agents. Contractor is not an agent or employee of the Department or the State of Texas for any purpose whatsoever. For purposes of this Contract, Contractor acknowledges that its employees, subcontractors, joint venture participants or agents shall not be eligible for unemployment compensation from the Department or the State of Texas.

Section 13.06 Tax Liability. Contractor shall comply with all state and federal tax laws and is solely responsible for filing all required state and federal tax forms and making all tax payments. If the Department discovers that Contractor has a liability or has failed to remain current on a delinquent liability to the IRS, this Contract shall be subject to remedies and sanctions under this Contract, including immediate termination at the Department's discretion. If the Contract is terminated under this section, the Department shall not enter into a contract with Contractor for three years from the date of termination.

Section 13.07 Notice of Organizational Change. Contractor shall submit written notice to the contract manager assigned to the Contract within 10 business days of any change to Contractor's name, contact information, key personnel, organizational structure, such as merger, acquisition or change in form of business, legal standing or authority to do business in Texas.

A change in Contractor's name and certain changes in organizational structure require an amendment to this Contract in accordance with the amendment provisions in Article XIII.

Section 13.08 No Endorsement. Other than stating the fact that Contractor has a contract with DSHS, Contractor and its subcontractors are prohibited from publicizing the contractual relationship between Contractor and DSHS and from using the Department's name, logo or website link in any manner that is intended or that could be perceived as an endorsement or sponsorship by DSHS or the State of Texas of Contractor's organization, program, services or product, without the express written consent of DSHS.

Section 13.09 E-Verify System. By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

a. All persons employed to perform duties within Texas, during the term of the Contract; and
b. All persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Contract, within the United States of America.

ARTICLE XIV GENERAL TERMS

Section 14.01 Assignment. Contractor shall not transfer, assign, or sell its interest, in whole or in part, in this

Contract without the prior written consent of the Department.

Section 14.02 Lobbying.

a. Contractor shall comply with Texas Government Code § 556.0055, which prohibits contractors who receive state funds from using those funds to pay lobbying expenses. Further, Contractor shall not use funds paid under this Contract, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation or policy at any level of government, or to pay the salary or expenses of any person related to any activity designed to influence legislation, regulation, policy or appropriations pending before Congress or the state legislature, or for influencing or attempting to influence an officer or employee of any federal or state 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 contract or the extension, continuation, renewal, amendment, or modification of any contract (31 USC § 1352).

b. If at any time this Contract exceeds $100,000 of federal funds, Contractor shall file with the contract manager assigned to the Contract a declaration containing the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of Contractor in connection with this Contract, a certification that none of the funds provided by Department have been or shall be used for payment to lobbyists, and disclosure of the names of any and all registered lobbyists with whom Contractor has an agreement.

c. Contractor shall file the declaration, certification, and disclosure:

    1. At the time of application for this Contract;
    2. Upon execution of this Contract unless Contractor previously filed a declaration, certification, or disclosure form in connection with the award; and
    3. At the end of each calendar quarter in which any event occurs that materially affects the accuracy of the information contained in any declaration, certification, or disclosure previously filed. Contractor shall require any person who requests or receives a subcontract to file the same declaration, certification, and disclosure with the contract manager assigned to the Contract. Contractor shall include this provision in any subcontracts.

Section 14.03 Conflict of Interest. Contractor represents to the Department that it and its subcontractors, if any, do not have, nor shall Contractor or its subcontractors knowingly acquire or retain any financial or other interest that would conflict in any manner with the performance of their obligations under this Contract. Potential conflicts of interest include, but are not limited to, an existing or potential business or personal relationship between Contractor (or subcontractor), its principal (or a member of the principal's immediate family) or any affiliate or subcontractor and Department or HHSC, their commissioners, officers or employees, or any other entity or person involved in any way in any project that is the subject of this Contract.

Contractor shall establish safeguards to prohibit employees and subcontractors and their employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

If, at any time during the term of this Contract, Contractor or any of its subcontractors has a conflict of interest or potential conflict of interest, Contractor shall disclose the actual or potential conflict of interest to the contract manager assigned to the Contract within 10 days of when Contractor becomes aware of the existence of the actual or potential conflict of interest. Contractor shall require each of its subcontractors to report to Contractor any conflict of interest or potential conflict of interest the subcontractor has or may have within 10 days of when the subcontractor becomes aware of the actual or potential conflict of interest.

Section 14.04 Transactions Between Related Parties. Contractor shall identify and report to DSHS any transaction between Contractor and a related party that is part of the work that the Department is purchasing under this Contract before entering into the transaction or immediately upon discovery. A related party is a person or entity related to Contractor by blood or marriage, common ownership or any association that permits either to significantly influence or direct the actions or policies of the other. Contractor, for purposes of reporting transactions between related parties, includes the entity contracting with the Department under this Contract as well as the chief executive officer, chief financial officer and program director of Contractor.

Contractor shall submit to the contract manager assigned to the Contract the name, address and telephone number of the related party, how the party is related to Contractor and the work the related party shall perform under this Contract.

Contractor shall comply with Texas Government Code Chapter 573.

Contractor shall maintain records and supply any additional information requested by the Department, regarding a transaction between related parties, needed to enable the Department to determine the appropriateness of the transaction pursuant to applicable state or federal law, regulations or circulars, which may include 45 CFR § 74.42.

Section 14.05 Intellectual Property.

a. Texas Health and Safety Code §12.020 authorizes DSHS to protect intellectual property developed as a result of this Contract. "Intellectual property" is created property that may be protected under copyright, patent, or trademark/service mark law.

b. For purposes of this Contract, intellectual property prepared for DSHS use, or a work specially ordered or commissioned through a contract for DSHS use is a "work made for hire." DSHS owns works made for hire unless it agrees otherwise by contract. To the extent that title and interest to any such work may not, by operation of law, vest in DSHS, or such work may not be considered a work made for hire, Contractor irrevocably assigns the rights, title and interest therein to DSHS.

c. DSHS has the right to obtain and hold in its name any and all patents, copyrights, registrations or other such protections as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor shall give DSHS and the State of Texas, as well as any person designated by DSHS and the State of Texas, all assistance required to perfect the rights defined herein without charge or expense beyond those amounts payable to Contractor for goods provided or services rendered under this Contract.

   If federal funds are used to finance activities supported by this Contract that result in the production of intellectual property, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes:

   1. Copyright in any intellectual property developed under this Contract including any subcontract; and
   2. Any rights of copyright to which a Contractor purchases ownership with contract funds.

d. Any rights of copyright, service or trademarks or patents to which a grantee, subgrantee or a Contractor purchases ownership with contract funds

e. If the results of the contract performance are subject to copyright law, Contractor cannot publish those results without prior review and approval of DSHS. Contractor shall submit requests for review and approval to the contract manager assigned to the Contract.

Section 14.06 Other Intangible Property. At the conclusion of the contractual relationship between Department and Contractor, for any reason, Department shall have the sole ownership rights and interest in all non-copyrightable intangible property that was developed, produced or obtained by Contractor as a specific requirement under this Contract or under any grant that funds this Contract, such as domain names, URLs or software licenses with a value of $500 or more. Contractor shall cooperate with Department and perform all actions necessary to transfer ownership of such property to the Department or its designee, or otherwise affirm Department's ownership rights and interest in such property. This provision shall survive the termination or expiration of this Contract.

Section 14.07 Severability and Ambiguity. If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision shall be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions shall continue. The Parties represent and agree that the language contained in this Contract is to be construed as jointly drafted, proposed and accepted.

Section 14.08 Legal Notice. Except as otherwise provided in this Contract or General Provisions, any notice required or permitted to be given by the provisions of this Contract or General Provisions shall be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address specified by the Party to the other Party in writing or, if sent by certified mail, on the date of receipt.

Section 14.09 Successors. This Contract shall be binding upon the Parties and their successors and assignees, except as expressly provided in this Contract.

Section 14.10 Survivability of Terms. Termination or expiration of this Contract or a Contract for any reason shall not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed shall survive any such termination or expiration or remain to be performed, including but not limited to maintaining confidentiality of information and records retention.

Section 14.11 Customer Service Information. If requested, Contractor shall supply such information as required by the Department to comply with the provisions of Texas Government Code Chapter 2114 regarding Customer Service surveys.

Section 14.12 Amendment. All amendments to this Contract must be in writing and agreed to by both Parties. If a Contractor requests an amendment, it must be submitted in writing and include a justification for the request, to the contract manager assigned to the Contract.

Section 14.13 Contractor's Notification of Change of Contact Person or Key Personnel. Within ten calendar days shall notify in writing the contract manager assigned to the Contract of any change enumerated in the Contractor's Contact Personnel or Key Personnel, if included in their response to a solicitation document.

Section 14.14 Unilateral Amendment. The Department reserves the right to amend this Contract through execution of a unilateral amendment signed by the contract manager for this Contract and provided to the Contractor with ten days notice prior to execution of the amendment under the following circumstances to:

a. Correct an obvious clerical error in this Contract;
b. Incorporate new or revised federal or state laws, regulations, rules or policies; and

c. Change the name of the Contractor in order to reflect the Contractor's name as recorded by the Texas Secretary of State.

Section 14.15 Interim Extension Amendment.

a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.

b. DSHS/HHSC shall provide written notice of interim extension amendment to the Contractor under one of the following circumstances:

   1. Continue provision of services in response to a disaster declared by the governor; or
   2. To ensure that services are provided to clients without interruption.

c. DSHS will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.

d. Contractor will provide and invoice for services in the same manner that is stated in the Contract.

e. An interim extension under Section (b)(1) above shall extend the term of the contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.

f. An interim extension under Section (b)(2) above shall be a one-time extension for a period of time determined by HHS/DSHS.

Section 14.16 Immunity Not Waived. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY DEPARTMENT OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT DEPARTMENT OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

Section 14.17 Hold Harmless and Indemnification.
Contractor, as an independent contractor, agrees to hold Department, the State of Texas, individual state employees and officers, and the federal government harmless and to indemnify them from any and all liability, suits, claims, losses, damages and judgments, and to pay all costs, fees, and damages to the extent that such costs, fees, and damages arise from performance or nonperformance of Contractor, its employees, subcontractors, joint venture participants or agents under this Contract.

Section 14.18 Waiver. Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this Contract shall not constitute a waiver of either party's rights under this Contract.

Section 14.19 Electronic and Information Resources Accessibility and Security Standards.

a. **Applicability.**

   The following Electronic and Information Resources (EIR) requirements apply to the Contract because the Contractor performs services that include EIR that DSHS employees are required or permitted to access or members of the public are required or permitted to access.

   This Section does not apply to incidental uses of EIR in the performance of the Agreement, unless the Parties agree that the EIR will become property of the State of Texas or will be used by HHSC's clients or recipients after completion of the Agreement.

Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a Product.

b. **Definitions.**
For purposes of this Section:

"Accessibility Standards" means accessibility standards and specifications for Texas agency and institution of higher education websites and EIR set forth in 1 TAC Chapter 206 and/or Chapter 213.

"**Electronic and Information Resources**" means information resources, including information resources technologies, and any equipment or interconnected system of equipment that is used in the creation, conversion, duplication, or delivery of data or information. The term includes telephones and other telecommunications products, information kiosks, transaction machines, Internet websites, multimedia resources, and office equipment, including copy machines and fax machines.

"Electronic and Information Resources Accessibility Standards" means the accessibility standards for electronic and information resources contained in 1 Texas Administrative Code Chapter 213.

"Product" means information resources technology that is, or is related to, EIR.

"Web Site Accessibility Standards/ Specifications" means standards contained in Volume 1 Tex. Admin. Code Chapter 206(c) Accessibility Requirements.

Under Tex. Gov't Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, DSHS must procure Products and services that comply with the Accessibility Standards when those Products are available in the commercial marketplace or when those Products are developed in response to a procurement solicitation. Accordingly, Contractor must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.

c. **Evaluation, Testing, and Monitoring.**
   1. DSHS may review, test, evaluate and monitor Contractor's Products and services, as well as associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing.
      Neither the review, testing (including acceptance testing), evaluation or monitoring of any Product or service, nor the absence of review, testing, evaluation or monitoring, will result in a waiver of the State's right to contest the Contractor's assertion of compliance with the Accessibility Standards.

   2. Contractor agrees to cooperate fully and provide DSHS and its representatives timely access to Products, records, and other items and information needed to conduct such review, evaluation, testing, and monitoring.

d. **Representations and Warranties.**
   1. Contractor represents and warrants that:

      i. As of the Effective Date of the Contract, the Products and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the Agreement, unless and to the extent the Parties otherwise expressly agree in writing; and

ii. If the Products will be in the custody of the state or a DSHS client or recipient after the Contract expiration or termination, the Products will continue to comply with Accessibility Standards after the expiration or termination of the Contract Term, unless DSHS or its clients or recipients, as applicable, use the Products in a manner that renders it noncompliant.

2. In the event Contractor becomes aware, or is notified that the Product or service and associated documentation and technical support do not comply with the Accessibility Standards, Contractor represents and warrants that it will, in a timely manner and at no cost to DSHS, perform all necessary steps to satisfy the Accessibility Standards, including remediation, replacement, and upgrading of the Product or service, or providing a suitable substitute.

3. Contractor acknowledges and agrees that these representations and warranties are essential inducements on which DSHS relies in awarding this Contract.

4. Contractor's representations and warranties under this subsection will survive the termination or expiration of the Contract and will remain in full force and effect throughout the useful life of the Product.

e. **Remedies.**

1. Under Tex. Gov't Code § 2054.465, neither the Contractor nor any other person has cause of action against DSHS for a claim of a failure to comply with Tex. Gov't Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.

2. In the event of a breach of Contractor's representations and warranties, Contractor will be liable for direct, consequential, indirect, special, or liquidated damages and any other remedies to which DSHS may be entitled under this Contract and other applicable law. This remedy is cumulative of any other remedies to which DSHS may be entitled under this Contract and other applicable law.

Section 14.20 Force Majeure. Neither Party shall be liable for any failure or delay in performing all or some of its obligations, as applicable, under this Contract if such failure or delay is due to any cause beyond the reasonable control of such Party, including, but not limited to, extraordinarily severe weather, strikes, natural disasters, fire, civil disturbance, epidemic, war, court order or acts of God. The existence of any such cause of delay or failure shall extend the period of performance in the exercise of reasonable diligence until after the cause of the delay or failure no longer exists and, if applicable, for any reasonable period of time thereafter required to resume performance. A Party, within a period of time reasonable under the circumstances, must inform the other party as soon as practicable. This Party must also submit written notice with proof of receipt of the existence of a force majeure event or otherwise waive the right as a defense to non-performance.

Section 14.21 Cooperation and Communication.

Contractor shall cooperate with Department staff and as applicable, other DSHS contractors and shall promptly comply with requests from DSHS for information or responses to DSHS inquiries concerning Contractor's duties or responsibilities under this Contract.

Section 14.22 Insurance.

Contractor shall acquire and maintain for the duration of this Contract, insurance and with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the Contractor's industry or profession. Contractor must submit evidence of insurance as required under this Contract, including if requested a schedule of coverage or "underwriter's schedules" establishing to the satisfaction of DSHS the nature and extent of coverage granted by each such policy upon request by DSHS. In the event that any policy is determined to be deficient to comply with the terms of this Contract, Contractor shall

secure such additional policies or coverage as DSHS may reasonably request or that are required by law or regulation.

ARTICLE XV BREACH OF CONTRACT AND REMEDIES FOR NON-COMPLIANCE

Section 15.01 Actions Constituting Breach of Contract. Actions or inactions that constitute breach of contract include, but are not limited to, the following:

a. Failure to properly provide the services and/or goods purchased under this Contract;
b. Failure to comply with any provision of this Contract including failure to comply with all applicable statutes, rules or regulations;
c. Failure to pay refunds or penalties owed to the Department;
d. Failure to comply with a repayment agreement with Department or agreed order issued by the Department;
e. Discovery of a material misrepresentation in any aspect of Contractor's application or response to the Solicitation Document;
f. Any misrepresentation in the assurances and certifications in Contractor's application or response to the Solicitation Document or in this Contract; or
g. Contractor is on or is added to the Excluded Parties List System (EPLS).

Section 15.02 General Remedies and Sanctions. The remedies and sanctions in this section are available to the Department against Contractor and any entity that subcontracts with Contractor for provision of services or goods.

Additionally, HHSC OIG may investigate, audit and impose or recommend imposition of remedies or sanctions to Department for any breach of this Contract.

The Department may impose one or more remedies or sanctions for each item of noncompliance and shall determine remedies or sanctions on a case-by-case basis if Contractor breaches this Contract by failing to comply with one or more of the terms of this Contract, including but not limited to compliance with applicable statutes, rules or regulations, the Department may take one or more of the following actions:

a. Terminate this Contract by one of means provided in Article XVII. If applicable, notify Contractor of the opportunity to request a hearing on the termination pursuant to Texas Government Code Chapter 2105 regarding administration of Block Grants;
b. Suspend all or part of this Contract by notifying that the Contractor that DSHS is temporarily discontinue performance of all or a part of the Contract as provided for in Article XVII; as of the effective date of the suspension pending DSHS's determination to terminate, amend the Contract or permit the Contractor to resume performance. Contractor shall not bill DSHS for services performed during suspension, unless expressly authorized by the notice of suspension;
c. Use as a basis to deny additional or enter into future contracts with Contractor;
d. Temporarily withhold cash payments to Contractor for proper charges or pending resolution of issues of noncompliance with conditions of this Contract or indebtedness to the United States or to the State of Texas;
e. Permanently withhold cash payments by retaining funds billed by Contractor;
f. Request that Contractor be removed from the Centralized Master Bidders List (CMBL) or any other state bid list, and barred from participating in future contracting opportunities with the State of Texas;
g. Declare this Contract void upon the Department's determination that this Contract was obtained Fraudulently, or was illegal or invalid from this Contract's inception and demand repayment of any funds under this Contract;

h. Delay execution of a new contract or renewal with Contractor while other imposed or proposed sanctions are pending resolution;
i. Demand repayment from Contractor when it has been verified that Contractor has been overpaid for reasons such as payments are not supported by proper documentation or failure to comply with Contract terms;
j. Pursue a claim for damages as a result of breach of contract;
k. Require Contractor to prohibit any employee or volunteer of Contractor from performing under this Contract or having direct contact with DSHS-funded clients or participant, if the employee or volunteer has been indicted or convicted of the misuse of state or federal funds, fraud or illegal acts that are in contraindication to continued obligations under this Contract, as reasonably determined by DSHS;
l. Withhold any payment to Contractor to satisfy any recoupment imposed by DSHS and take repayment from funds available under this Contract in amounts necessary to fulfill Contractor's payment or repayment obligations;
m. Reduce the Contract term;
n. Recoup improper payments when Contractor has been overpaid for reasons such as payments are not supported by proper documentation, improper billing or failure to comply with Contract terms; and
o. Impose any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation or rule.

Section 15.03 Notice of Remedies or Sanctions.

a. Department shall formally notify Contractor in writing when a remedy or sanction is imposed, stating the nature of the remedies and sanction, the reasons for imposing them, the corrective actions, if any, that must be taken before the actions shall be removed and the time allowed for completing the corrective actions, and the method, if any, of requesting reconsideration of the remedies or sanctions imposed.

b. Other than in the case of repayment or recoupment, Contractor is required to file, within 15 calendar days of receipt of notice, a written response to Department acknowledging receipt of such notice.

c. If requested by the Department, the written response must state how Contractor shall correct the noncompliance by agreeing to a corrective action plan or demonstrate in writing that the findings on which the remedies or sanctions are based are either invalid or do not warrant the remedies or sanctions. If Department determines that a remedy or sanction is warranted, unless the remedy or sanction is subject to review under a federal or state statute, regulation, rule, or guideline, Department's decision is final. Department shall provide written notice to Contractor of Department's final decision.

d. If required by the Department, Contractor shall submit a corrective action plan for DSHS approval and take corrective action as stated in the plan approved by DSHS. If DSHS determines that repayment is warranted, DSHS shall issue a demand letter to Contractor for repayment. If full repayment is not received within the time limit stated in the demand letter, and if recoupment is available, DSHS shall recoup the amount due to DSHS from funds otherwise due to Contractor under this Contract.

Section 15.04 Emergency Action. In an emergency, Department may immediately terminate or suspend all or part of this Contract, temporarily or permanently withhold cash payments, deny future contract awards, or delay contract execution by delivering written notice to Contractor, by any verifiable method, stating the reason for the emergency action. An "emergency" is defined as Contractor is noncompliant and the noncompliance has a direct adverse effect on the public or client health, welfare or safety. The direct adverse effect may be programmatic and may include failing to provide services; providing inadequate services; or providing unnecessary services.

Whether Contractor's conduct or noncompliance is an emergency will be determined by Department on a case-by-case basis and will be based upon the nature of the noncompliance or conduct.

ARTICLE XVI CLAIMS AGAINST THE DEPARTMENT-NOTICE OF DISPUTE

Section 16.01 Breach of Contract Claim. The process for a breach of contract claim against the DSHS provided for in Texas Government Code Chapter 2260 and implemented in the rules at 25 TAC §§4.11-4.24 or as amended by DSHS, shall be used by DSHS and Contractor to attempt to resolve any breach of contract claim against DSHS.

Section 16.02 Notice. Contractor's claims for breach of this Contract that the Parties cannot resolve in the ordinary course of business must be submitted to the negotiation process provided in Chapter 2260 and 25 TAC or as amended. To initiate the process, Contractor shall submit written notice, as required by Subchapter B, to DSHS Office of General Counsel. The notice must specifically state that the provisions of Chapter 2260 are being invoked and comply with all the requirements in this Chapter and TAC. A copy of the notice must also be given to all other representatives of DSHS and Contractor.

Section 16.03 Performance Not Suspended. Neither the occurrence of an event nor the pendency of a notice of claim filed by the Contractor constitutes grounds for the suspension in whole or part of performance by Contractor.

ARTICLE XVII TERMINATION AND TEMPORARY SUSPENSION

Section 17.01 Expiration of Contract or Program Attachments.

a. Except as provided in the Survivability of Terms section of the General Terms Article, Contractor's service obligations stated in each Contract or Program Attachment shall end upon the expiration date of that Contract or Program Attachment unless extended or renewed by written amendment.

b. Prior to completion of the term of all Contracts or Program Attachments, all or a part of this Contract may be terminated with or without cause under this Article and in the Contract.

c. A Program Attachment's term cannot extend past the Contract term in its associated Contract.

Section 17.02 Effect of Termination or Expiration.

a. Upon termination of this Contract or Program Attachment, as applicable, Contractor shall cooperate with DSHS to the fullest extent possible to ensure the orderly and safe transfer of responsibilities under this Contract or Program Attachment, as applicable to DSHS or another entity designated by DSHS.

b. Upon termination of all or part of this Contract, Department and Contractor shall be discharged from any further obligation created under the applicable terms of this Contract or Program Attachment, as applicable, except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination and for Contractor's duty to cooperate with DSHS and, except as provided in the Survivability of Terms section of the General Terms Article.

c. Termination does not, however, constitute a waiver of any remedies for breach of this Contract.

Section 17.03 Termination or Temporary Suspension Without Cause.

a. Either Party may terminate this Contract or Program Attachment, as applicable with at least 30 calendar days prior written notice to the nonterminating Party.

b. If Contractor seeks to terminate a Contract that involves residential client services, Contractor shall give the Department at least 90 calendar days prior written notice and shall submit a transition plan to ensure client services are not disrupted.

c. The Parties can agree to terminate by mutual agreement.

DSHS may temporarily suspend or terminate this Contract or Program Attachment, as applicable if funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or HHSC agencies, amendments to the Appropriations Act, health and human services consolidations or any other disruption of current appropriated funding for this Contractor Program Attachment. Contractor shall be notified in writing of any termination or temporary suspension and of any cessation of temporary suspension. Upon notification of temporary suspension, Contractor will discontinue performance under the Contract as of the effective date of the suspension for the duration of the suspension.

Section 17.04 Immediate Termination. Department may immediately terminate this Contract or Program Attachment, as applicable, when, in the sole determination of Department, termination is in the best interest of the State of Texas.

Section 17.05 Termination For Cause. Department may terminate this Contract, in whole or in part, for breach of contract by providing 10 calendar days written notice to Contractor.

Section 17.06 Notice of Termination. Either Party may deliver written notice of intent to terminate by any verifiable method. Notice of termination is effective when it is received by the non-terminating party.

ARTICLE XVIII VOID, SUSPENDED AND TERMINATED CONTRACTS

Section 18.01 Void Contracts. Department may void this Contract upon determination that the award was obtained fraudulently or was otherwise illegal or invalid from its inception.

Section 18.02 Effect of Void, Suspended, or Involuntarily Terminated Contract. A Contractor who has been a party to a contract with DSHS that has been found to be void, is suspended or is terminated for cause is not eligible for any renewal or increase of funding for an existing contract or new contracts or renewals until in the case of suspension or termination the Department has determined that Contractor has satisfactorily resolved the issues underlying the suspension or termination. Additionally, if this Contract is found to be void any amount paid to the Contractor is subject to recoupment by DSHS.

Section 18.03 Appeals Rights for DSHS Funded Block Grants. Pursuant to Texas Government Code § 2105.302, after receiving notice from the Department of termination of a contract with DSHS funded by block grant funds, Contractor may request an administrative hearing under Texas Government Code Chapter 2001.

ARTICLE XIX CLOSEOUT

Section 19.01 Cessation of Services at Closeout. Upon expiration or termination of this Contract or Program Attachment, as applicable, Contractor shall stop providing services or the delivery of goods under this Contract and if necessary, shall cooperate with DSHS to the fullest extent possible to ensure the orderly and safe transfer of responsibilities under this Contract to DSHS or another entity designated by DSHS.

Contractor shall not bill DSHS for services performed or goods delivered after termination or expiration of Contract or Program Attachment.

Upon termination or expiration of this Contract or Program Attachment, Contractor shall immediately initiate Closeout activities described in this Article.

Section 19.02 Administrative Offset. The Department has the right to administratively offset amounts owed by Contractor against any invoice submitted for payment.

Section 19.03 Deadline for Closeout. Contractor shall submit all performance, and other Closeout reports required under this Contract within 45 calendar days after the Contract or Program Attachment, if applicable, has terminated.

Section 19.04 Payment of Refunds. Any funds paid to Contractor in excess of the amount to which Contractor is finally determined to be entitled under the terms of this Contract constitute a debt to the Department and shall result in a refund due, which Contractor shall pay within the time period established by the Department.

Section 19.05 Disallowances and Adjustments. The Closeout of this Contract or Program Attachment does not affect the Department's right to recover funds on the basis of a later audit or other review or Contractor's obligation to return any funds due as a result of later refunds, corrections or other transactions.

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ARTICLE XX DSHS GENERAL PROVISIONS

In addition to the terms and conditions in the Department of State Health Services (DSHS or Department) FY 2016 General Provisions (General Provisions), Contractor agrees to comply with these 2016 Federal Grant Subrecipient Additional Provisions.

ARTICLE XXI PROGRAM OPERATIONS

Section 21.01 Client Financial Eligibility.

Where applicable, Contractor shall use financial eligibility criteria, financial assessment procedures and standards developed by the Department to determine client eligibility.

Section 21.02 Contracts with Subrecipient and Vendor Subcontractors.

a. Contractor may enter into contracts with subrecipient subcontractors unless restricted or otherwise prohibited in the Contract or Program Attachment(s).

b. Prior to entering into a subrecipient agreement equaling or exceeding $100,000, Contractor shall obtain written approval from DSHS.

c. Contractor shall establish written policies and procedures for competitive procurement and monitoring of subcontracts and shall produce a subcontracting monitoring plan.

d. Contractor shall monitor subrecipient subcontractors for both financial and programmatic performance and shall maintain pertinent records that must be available for inspection by DSHS.

e. Contractor shall ensure that subcontractors are fully aware of the requirements placed upon them by state/federal statutes, rules, and regulations and by the provisions of this Contract.

f. Contracts with all subcontractors, whether vendor or subrecipient, must be in writing and include the following:
   1. Name and address of all parties and the subcontractor's Vendor Identification Number (VIN) or Employee Identification Number (EIN);
   2. Detailed description of the services to be provided;
   3. Measurable method and rate of payment and total not-to-exceed amount of the contract;
   4. Clearly defined and executable termination clause; and
   5. Beginning and ending dates that coincide with the dates of the Contract.

g. Contractor is responsible to DSHS for the performance of any subcontractor.

h. Contractor shall not contract with a subcontractor, at any tier, that is debarred, suspended, or excluded from or ineligible for participation in federal assistance programs or if the subcontractor would be ineligible under the Sections 12.05, 14.03 and 14.04 of the General Provisions.

Section 21.03 Incorporation of Terms in Subrecipient Subcontracts.

a. Contractor shall include in all its contracts with subrecipient subcontractors and solicitations for subrecipient subcontracts, without modification (except as required to make applicable to the subcontractor):
   1. Assurances and Certifications in Article XII of the General Provisions;
   2. Sections 14.03 and 14.04 of the General Provisions; and

3. A provision granting to DSHS, SAO, OIG, and the Comptroller General of the United States, and any of their representatives, the right of access to inspect the work and the premises on which any work is performed, and the right to audit the subcontractor in accordance with Article X of the General Provisions;

b. Each subrecipient subcontract contract must also include a copy of these General Provisions and a copy of the Statement of Work and any other provisions in the Program Attachment(s) applicable to the subcontract.

c. Contractor shall ensure that all written agreements with subrecipient subcontractors incorporate the terms of this Contract so that all terms, conditions, provisions, requirements, duties and liabilities under this Contract applicable to the services provided or activities conducted by a subcontractor are passed down to that subcontractor.

d. No provision of this Contract creates privity of contract between DSHS and any subcontractor of Contractor.

e. If a subcontractor is unable to certify (or status changes during contract term) to any of the statements in Sections 14.03 and 14.04, or any of the certifications stated in Article XII of the General Provisions, Contractor shall submit an explanation to the contract manager assigned to the Contract.

Section 21.04 Quality Management.

Contractor shall comply with quality management requirements as directed by the Department.

Section 21.05 Contractor's Notification of Change to Certain Contract Provisions.

The following changes may be made to this Contract without a written amendment or the Department's prior approval:

a. Cumulative budget transfers that do not exceed 25% among direct cost categories, other than the equipment category, of less than $100,000, provided that the total budget amount is unchanged (This subsection does not apply to contracts funded by funding sources that have different percentage requirements); and
b. Change in Contractor's share of the budget concerning non-DSHS funding other than program income and match, regardless of the amount of the change, provided that in changing the budget, Contractor is not supplanting DSHS funds.

Contractor within ten calendar days shall notify in writing the contract manager assigned to the Program Attachment of any change enumerated in this section, but the contract will not be amended.

Section 21.06 Responsibilities and Restrictions Concerning Governing Body, Officers and Employees.

a. Contractor and its governing body shall bear full responsibility for the integrity of the fiscal and programmatic management of the organization. This provision applies to all organizations, including Section 501(c) (3) organizations as defined in the Internal Revenue Service Code as not-for-profit organizations.

b. Each member of Contractor's governing body shall be accountable for all funds and materials received from Department. The responsibility of Contractor's governing body shall also include accountability for compliance with Department Rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through

self-evaluation and Department's monitoring processes. Contractor's governing body shall ensure separation of powers, duties, and functions of governing body members and staff.

c. No member of Contractor's governing body, or officer or employee of Contractor shall vote for, confirm or act to influence the employment, compensation or change in status of any person related within the second degree of affinity or the third degree of consanguinity (as defined in Texas Government Code Chapter 573) to the member of the governing body or the officer or any employee authorized to employ or supervise such person. This prohibition does not prohibit the continued employment of a person who has been continuously employed for a period of two years prior to the election, appointment or employment of the officer, employee, or governing body member related to such person in the prohibited degree. These restrictions also apply to the governing body, officers and employees of Contractor's subcontractors.

Section 21.07 Direct Operation.
At the Department's discretion, the Department may temporarily assume operations of a Contractor's program or programs funded under this Contract when the continued operation of the program by Contractor puts at risk the health or safety of clients and/or participants served by Contractor.

ARTICLE XXII PROGRAM EQUIPMENT AND SUPPLIES

Section 22.01 Equipment.
Equipment means tangible personal property having a useful lifetime of more than one year and a per-unit acquisition cost that exceeds the lesser of the capitalization level established by the of $5,000 or more. Contractors shall inventory all equipment, and report the inventory on the Contractors Property Inventory Form.

Contractor shall initiate the purchase of all equipment approved in writing by DSHS, in the first quarter of the Contract or Program Attachment term, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Program Attachment must be submitted to the contract manager assigned to this Contract.

Section 22.02 Equipment List.

a. All items of equipment to be purchased with funds under this Contract must be itemized in Contractor's equipment list as finally approved by the Department in the executed Contract. The equipment list must include:
   1. Description of the property;
   2. Serial number or other identification number;
   3. Source of funding for the property (including the Federal Assistance Identification Number);
   4. Who holds title,
   5. Acquisition date and cost of the property;
   6. Percentage of Federal participation in the project costs for the Federal award under which the property was acquired;
   7. Location use and condition of the property; and
   8. Any ultimate disposition data including the date of disposal and sale price of property. Any changes to the approved equipment list in the executed Contract must be approved in writing by Department prior to the purchase of equipment.

b. Contractor shall submit to the contract manager assigned to this Contact, a written description including complete product specifications and need justification prior to purchasing any item of

unapproved equipment. If approved, Department will acknowledge its approval by means of a written amendment.

Section 22.03 Supplies.

a. Supplies are defined as consumable items necessary to carry out the services under this Contract including medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, software, and any items of tangible personal property other than those defined as equipment above.

b. Tangible personal property includes controlled assets, including firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of $500 or more, but less than $5,000, which includes desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment are also considered Supplies.

c. Prior approval by DSHS of the purchase of Controlled Assets is not required, but such purchases must be reported on the Contractors Property Inventory Form as detailed under Section 22.04.

Section 22.04 Property Inventory and Protection of Assets.

Contractor shall maintain an inventory of equipment, supplies defined as controlled assets, and property described in Section 14.06 of the General Provisions and submit an annual cumulative report of the equipment and other property on Contractor's Property Inventory Report to the Department's Contract Oversight and Support Section, Mail Code 1326, P.O. Box 149347, Austin, Texas 78714-9347, no later than October 15th of each year. The report is located on the DSHS website at: http://www.dshs.state.tx.us/contracts/forms.shtm.

Contractor shall maintain, repair, and protect assets under this Contract to assure their full availability and usefulness.

If Contractor is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided or obtained under this Contract, Contractor shall use the proceeds to repair or replace those assets.

Section 22.05 Assets as Collateral Prohibited.

Contractors on a cost reimbursement payment method shall not encumber equipment purchased with Department funds without prior written approval from the Department.

ARTICLE XXIII PROGRAM FUNDS AND PAYMENTS

Section 23.01 Use of Funds.

Contractor shall expend Department funds only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

Section 23.02 Use for Match Prohibited.

Contractor shall not use funds provided through this Contract for matching purposes in securing other funding unless directed or approved by the Department in writing.

Section 23.03 Program Income.

a. Gross income directly generated from Department funds through a project or activity performed under a Contract and/or earned only as a result of this Contract during its term is considered program income.

b. Unless otherwise required under the terms of the grant funding this Contract, Contractor shall use the addition alternative, as provided in the Uniform Grant Management Standards, for the use of program income to further the program objectives of the state or federal statute that provided the authority of this Contract or its Program Attachment, and Contractor shall spend the program income on the same Project Attachment or Statement of Work project under which it was generated.

c. Contractor shall identify and report this income in accordance with Article IX of these General Provisions and the provisions in the Contract or its Program Attachment(s).

d. Contractor shall expend program income during the Program Attachment term and may not carry forward to any succeeding term. Contractor shall refund program income not expended in the term in which it is earned to DSHS.

e. DSHS may base future funding levels, in part, upon Contractor's proficiency in identifying, billing, collecting, and reporting program income, and in using it for the purposes and under the conditions specified in this Contract.

Section 23.04 Nonsupplanting.

Contractor shall not use funds from this Contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Contract but rather shall use funds from this Contract to supplement existing state or local funds currently available for a particular activity.

Contractor shall make a good faith effort to maintain its current level of support.

Contractor may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

Section 23.05 Payment Methods.

Section 5.01 of the General Provisions is replaced with the following:
Except as otherwise provided by the provisions of this Contract or its Program Attachment(s), the payment method for it will be cost reimbursement. This payment method is based on an approved budget in this Contract or its Program Attachment(s) and acceptable submission of a request for reimbursement.

Section 23.06 Financial Status Reports (FSRs). Except as otherwise provided in these General Provisions or in the terms of Contracts, if a contract has a categorical budget, Contractor shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Contract term for Department review and financial assessment. Contractor shall submit the final FSR no later than 45 calendar days following the end of the Contract term.

Section 23.07 Working Capital Advance.

If necessary, if allowed by law, and if permitted at DSHS sole discretion, Contractor's requests for an advance of funds shall be limited to the minimum amount needed for effective accomplishment of the Project under this Contract, and shall be timed as closely as possible to actual cash requirements. Contractor

shall establish procedures to minimize the time elapsing between the transfer of funds from DSHS to Contractor, and shall ensure that such funds are disbursed as soon as administratively possible.

Section 23.08 Condition Precedent to Requesting Payment.

Contractor shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting cash payments including any advance payments from Department.

Section 23.09 Management and Control Systems.

a. Contractor shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met during the term of the contract through the completion of the closeout procedures.

b. Contractor shall develop, implement, and maintain financial management and control systems that meet or exceed the requirements of UGMS. Those requirements and procedures include, at a minimum, the following:

1. Financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs;
2. Financial management systems that include accurate accounting records that are accessible and identify the source and application of funds provided under each Program Attachment of this Contract, and original source documentation substantiating that costs are specifically and solely allocable to a Contract and its Program Attachment and are traceable from the transaction to the general ledger;
3. Effective internal and budgetary controls;
4. Comparison of actual costs to budget; determination of reasonableness, allowableness, and allocability of costs;
5. Timely and appropriate audits and resolution of any findings;
6. Billing and collection policies; and
7. Mechanism capable of billing and making reasonable efforts to collect from clients and third parties.

Section 23.10 Effect of Grant Close Out.

Contractor must submit all requests for reimbursement prior to the date of the closure of the grant. DSHS may reject any request for reimbursement submitted after closure of the grant.

ARTICLE XXIV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

Section 24.01 Allowable Costs.

a. Except as provided by Section 23.06, DSHS will reimburse Contractor for services satisfactorily performed, and sufficiently documented for allowable costs.

b. Contractor must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract.

c. DSHS will determine whether costs submitted by Contractor are allowable and eligible for reimbursement.

d. If DSHS has paid funds to Contractor for unallowable or ineligible costs, DSHS will notify Contractor in writing, and Contractor shall return the funds to DSHS within 30 calendar days of the date of this written notice.

e. DSHS may withhold all or part of any payments to Contractor to offset reimbursement for any unallowable or ineligible expenditures that Contractor has not refunded to DSHS, or if financial status report(s) are not submitted by the due date(s). DSHS may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Contractor's repayment obligations.

Applicable Cost principles, Audit requirements and Administrative Requirements

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	OMB Circular A-87 (2 CFR, Part 225)	OMB Circular A-133 and UGMS	UGMS, OMB Circular A-102, and applicable Federal awarding agency common rule
Educational Institutions	OMB Circular A-21 (2 CFR, Part 220)	OMB Circular A-133	OMB Circular A-110 (2 CFR, Part 215) and applicable Federal awarding agency common rule; and UGMS, as applicable
Non-Profit Organizations	OMB Circular A-122 (2 CFR, Part 230)	OMB Circular A-133 and UGMS	UGMS; OMB Circular A-110 (2 CFR, Part 215) and applicable Federal awarding agency common rule
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	OMB Circular A-133 and UGMS	UGMS and applicable Federal awarding agency common rule

A chart of applicable Federal awarding agency common rules is located through a weblink on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict. The Contract will specify appropriate grant guidance.

Section 24.02 Property Acquisitions.

Department funds must not be used to purchase buildings or real property. Any costs related to the initial acquisition of the buildings or real property are not allowable.

Section 24.03 Cost Allocation Plan.

a. Contractor shall implement and follow the applicable Cost Allocation Plan.

b. Contractor shall submit a Cost Allocation Plan on the format provided by DSHS to the Department's Contract Oversight and Support Section, at Mail Code 1326, P.O. Box 149347, Austin, Texas 78714-9347, or by email to: coscap@dshs.state.tx.us no later than the 60th calendar day after the effective date of the Contract, except when a Contractor has a current Cost Allocation Plan on file with the Department. If Contractor's plan is the same as the plan previously submitted to DSHS, by signing this Contract, Contractor certifies that its current Cost Allocation Plan for the current year is the same as the plan previously submitted.

c. If the Cost Allocation Plan changes during the Contract term, Contractor shall submit a new Cost Allocation Plan to the Contract Oversight and Support Section within 30 calendar days after the effective date of the change.

Section 24.04 Overtime Compensation.

Except as provided in this section, Contractor shall be responsible for any obligations of premium overtime pay due employees. Premium overtime pay is defined as any compensation paid to an individual in addition to the employee's normal rate of pay for hours worked in excess of normal working hours.

Funds provided under this Contract may be used to pay the premium portion of overtime only under the following conditions:

a. With the prior written approval of DSHS;
b. Temporarily, in the case of an emergency or an occasional operational bottleneck;
c. When employees are performing indirect functions, such as administration, maintenance, or accounting;
d. In performance of tests, laboratory procedures, or similar operations that are continuous in nature and cannot reasonably be interrupted or otherwise completed; or
e. When lower overall cost to DSHS will result.

Section 24.05 Independent Single or Program-Specific Audit.

a. If Contractor within Contractor's fiscal year expends a total amount of at least $750,000 in federal funds awarded, Contractor shall have a single audit or program-specific audit in accordance with the 2 CFR § 200.501. The $750,000 federal threshold amount includes federal funds passed through by way of state agency awards.

b. If Contractor within Contractor's fiscal year expends a total amount of at least $500,000 in state funds awarded, Contractor must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular.

c. For-profit Contractors whose expenditures meet or exceed the federal and/or state expenditure thresholds stated above shall follow the guidelines in 2 CFR § 200.501 or UGMS, as applicable, for their program-specific audits.

d. The HHSC Office of Inspector General (OIG) will notify Contractor to complete the Single Audit Status Registration Form.

e. If Contractor fails to complete the Single Audit Status Form within 30 calendar days after notification by OIG to do so, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract.

f. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS, which is accessible through a web link on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm.

g. Contractor shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS. Contractor, unless Contractor is a state governmental entity, shall competitively re-procure independent single audit services at least every six years.

Section 24.06 Submission of Audit.

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program- Specific Audit section, Contractor shall submit one copy to the Department's Contract Oversight and Support Section, and one copy to the OIG, at the following addresses:

Department of State Health Services
Contract Oversight and Support, Mail Code 1326
P.O. Box 149347
Austin, Texas 78714-9347

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to DSHS should be addressed as follows:
COSContractAdministration@dshs.state.tx.us

Electronic submission to HHSC should be addressed as follows:
Queenah.Teamah@hhsc.state.tx.us

If Contractor fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Contractor of an audit report, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract.

ARTICLE XXV INSURANCE AND BONDS

Section 25.01 Insurance.

In addition to the Insurance provision in Section 14.22 of the General Provisions, Contractor shall maintain insurance or other means of repairing or replacing assets purchased with Department funds.

Contractor shall repair or replace with comparable equipment any such equipment not covered by insurance that is lost, stolen, damaged or destroyed. If any insured equipment purchased with DSHS funds is lost, stolen, damaged or destroyed, Contractor shall notify the contract manager assigned to this Contract within 5 business days of learning of the loss, to obtain instructions whether to submit and pursue an insurance claim. Contractor shall use any insurance proceeds to repair the equipment or replace the equipment with comparable equipment or remit the insurance proceeds to DSHS.

Section 25.02 Fidelity Bond.

a. For the benefit of DSHS, Contractor is required to carry a fidelity bond or insurance coverage equal to the amount of funding provided under this Contract up to $100,000 that covers each employee of Contractor handling funds under this Contract, including person(s) authorizing payment of such funds.

b. The fidelity bond or insurance must provide for indemnification of losses occasioned by any fraudulent or dishonest act or acts committed by any of Contractor's employees, either individually or in concert with others, and/or failure of Contractor or any of its employees to perform faithfully his/her duties or to account properly for all monies and property received by virtue of his/her position or employment. The bond or insurance acquired under this section must include coverage for third party property.

c. Contractor shall notify, and obtain prior approval from, the DSHS Contract Oversight and Support Section before settling a claim on the fidelity bond or insurance.

Section 25.03 Liability Coverage.

For the benefit of DSHS, Contractor shall at all times maintain liability insurance coverage, referred to in Tex. Gov. Code § 2261.102, as "director and officer liability coverage" or similar coverage for all persons in management or governing positions within Contractor's organization or with management or governing authority over Contractor's organization (collectively "responsible persons"). This section applies to entities that are organized as non-profit corporations under the Texas Non-Profit Corporation Act; for-profit corporations organized under the Texas Business Corporations Act; and any other legal entity.

Contractor shall maintain copies of liability policies on site for inspection by DSHS and shall submit copies of policies to DSHS upon request. Contractor shall maintain liability insurance coverage in an amount not less than the total value of this Contract and that is sufficient to protect the interests of Department in the event an actionable act or omission by a responsible person damages Department's interests. Contractor shall notify, and obtain prior approval from, the DSHS Contract Oversight and Support Section before settling a claim on the insurance.

ARTICLE XXVI TERMINATION, BANKRUPTCY AND CLOSEOUT

Section 26.01 Final Budget

Contractor shall submit an actual Budget to DSHS no later than sixty (60) days after the contract termination date or at the conclusion of all contract activities, whichever occurs first. The Budget shall be in a format prescribed by DSHS and shall be accompanied by a report of all activities performed under this Contract.

Section 26.02 Bankruptcy.

In the event of bankruptcy, Contractor shall sever Department property, equipment, and supplies in possession of Contractor from the bankruptcy, and title must revert to Department. If directed by DSHS, Contractor shall return all such property, equipment and supplies to DSHS.

Contractor shall ensure that its subcontracts, if any, contain a specific provision requiring that in the event the subcontractor's bankruptcy, the subcontractor must sever Department property, equipment, and supplies in possession of the subcontractor from the bankruptcy, and title must revert to Department, who may require that the property, equipment and supplies be returned to DSHS.

Section 26.03 Title to Property.

At the expiration or termination of this Contact for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to Department. Title may be transferred to any other party designated by Department. The Department may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Contractor.

Section 26.04 Disposition of Property.

a. Contractor shall follow the procedures in the American Hospital Association's (AHA) "Estimated Useful Lives of Depreciable Hospital Assets" in disposing, at any time during or after the Contract term, of equipment purchased with the Department funds, except when federal or state statutory requirements supersede or when the equipment requires licensure or registration by the state, or when the acquisition price of the equipment is equal to or greater than $5,000.

b. All other equipment not listed in the AHA reference (other than equipment that requires licensure or registration or that has an acquisition cost equal to or greater than $5,000) will be controlled by the requirements of UGMS.

c. If, prior to the end of the useful life, any item of equipment is no longer needed to perform services under this Contract, or becomes inoperable, or if the equipment requires licensure or registration or had an acquisition price equal to or greater than $5,000, Contractor shall request disposition approval and instructions in writing from the contract manager assigned to this Contract.

d. After an item reaches the end of its useful life, Contractor shall ensure that disposition of any equipment is in accordance with Generally Accepted Accounting Principles, and any applicable federal guidance.

Section 26.05 Closeout of Equipment.

At the end of the term of a Contract that has no additional renewals or that will not be renewed (Closeout), or when a Contract is otherwise terminated, Contractor shall submit to the contract manager assigned to this, an inventory of equipment purchased with Department funds and request disposition instructions for such equipment.

All equipment purchased with Department funds must be secured by Contractor at the time of Closeout, or termination of this Contract, and must be disposed of according to the Department's disposition instructions, which may include return of the equipment to DSHS or transfer of possession to another DSHS contractor, at Contractor's expense.

ARTICLE XXVII NON-EXCLUSIVE LIST OF APPLICABLE LAWS

Where applicable, federal statutes and regulations, including federal grant requirements applicable to funding sources, will apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies, as well as Office of Management and Budget (OMB) Circulars (as codified in Title 2 of the Code of Federal Regulations), the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code Chapter 783, and Uniform Grant Management Standards (UGMS), as revised by federal circulars and incorporated in UGMS by the Comptroller of Public Accounts, Texas Procurement and Support Services Division. UGMA and UGMS can be located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm.

Contractor also shall comply with all applicable federal and state assurances contained in the Uniform Grant Management Standards. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, and the U.S. Health and Human Services Grants Policy Statement, both of which may be located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.

DATE: January 1, 2016

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 6-1293-441-00-340-011-6-XXX TB PREVENTION & CONTROL - FEDERAL

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
6-1293-441-00-340-011-6-113	TB Prev & Control - Reg F/T Employees	$ 368,014.00
Fringes		
6-1293-441-00-340-011-6-211	TB Prev & Control - Health Insurance	$ 61,337.00
6-1293-441-00-340-011-6-212	TB Prev & Control - Life Insurance	$ 375.00
6-1293-441-00-340-011-6-220	TB Prev & Control - FICA	$ 28,154.00
6-1293-441-00-340-011-6-230	TB Prev & Control - Retirement	$ 39,121.00
6-1293-441-00-340-011-6-250	TB Prev & Control - Unemployment Comp	$ 2,209.00
6-1293-441-00-340-011-6-260	TB Prev & Control - Workers Comp	$ 3,460.00
Travel		
6-1293-441-00-340-011-6-581	TB Prev & Control - In-County Travel	$ 2,301.00
6-1293-441-00-340-011-6-583	TB Prev & Control - Out-Of-County Travel	$ 2,772.00
Supplies		
6-1293-441-00-340-011-6-610	TB Prev & Control - General Supplies	$ 14,432.00
Other		$ -
6-1293-441-00-340-011-6-339	TB Prev & Control - Other Professional Services	$ 3,150.00
		$ -
	TOTAL APPROPRIATION	$ 525,325.00
6-1293-331-12-340-011-6-000	TB Prev & Control - Revenue	$ 437,771.00
6-1293-391-01-000-100-6-000	Transfers In - General Fund (**DO NOT POST**)	$ 87,554.00
6-1100-491-01-000-293-6-891	Transfers Out - Health Grants (**DO NOT POST**)	$ 87,554.00
	TOTAL APPROPRIATION	$ 525,325.00

REASON: To appropriate the TB Prevention & Control - Federal grant award for FY 16.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

TB ELIMINATION FY 16 (FEDERAL)
Grant Application
Salary Budget
01/01/2016 - 12/31/2016
For Budget Purposes Only

T.B. Elimination FY 16 (program 011)

											Hourly Rate			2016			Fringes				Insurance			
Slot #	Position Title	2015 Payroll Salary	2016Budgeted Salary With 5% COLA	2015 Budgeted Salary	Actual Salary (Prog 005)	Actual Salary (General Fund)	Actual Salary (TB Progam) (current)	Salary (TB Progam) (With 5% COLA)	% of Other Sources Funding	% of TB Grant Funding	Hourly Rate (current)	Hourly Rate With 5%	# of Hours in 2016	Salary Amount from 01/01/16 - 12/31/16	Monlty Salary	TB Grant Projected Salaries	FICA (7.65%	Retirement (10.63%)	Unemploym ent (.60%)	Workers Comp (.94%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
G002	Licensed Vocational Nurse III	48,149.00	50,556.45	48,149.00	1,820.00	9,952.00	36,377.00	38,195.85	0.24	0.76	23.1486	24.3060	2,088	50,750.90	4,229.24	38,570.68	2,950.66	4,100.06	231.42	362.56	4,505.28	28.55	12,178.54	50,749.22
G003	Licensed Vocational Nurse III	48,149.00	50,556.45	48,149.00	1,820.00	9,952.00	36,377.00	38,195.85	0.24	0.76	23.1486	24.3060	2,088	50,750.90	4,229.24	38,570.68	2,950.66	4,100.06	231.42	362.56	4,505.28	28.55	12,178.54	50,749.22
G004	Licensed Vocational Nurse III	48,149.00	50,556.45	48,149.00	-	11,772.00	36,377.00	38,195.85	0.24	0.76	23.1486	24.3060	2,088	50,750.90	4,229.24	38,570.68	2,950.66	4,100.06	231.42	362.56	4,505.28	28.55	12,178.54	50,749.22
G005	Licensed Vocational Nurse III	48,149.00	50,556.45	48,149.00	1,593.00	14,637.00	31,919.00	33,514.95	0.34	0.66	23.1486	24.3060	2,088	50,750.90	4,229.24	33,495.59	2,562.41	3,560.58	200.97	314.86	3,912.48	24.79	10,576.10	44,071.69
G006	Outreach Specialist I	26,614.00	27,944.70	26,614.00	1,167.00	2,138.00	23,309.00	24,474.45	0.12	0.88	12.7952	13.4350	2,088	28,052.18	2,337.68	24,685.92	1,888.47	2,624.11	148.12	232.05	5,216.64	33.05	10,142.44	34,828.36
G007	Asst TB Records Mngr	25,819.00	27,109.95	25,819.00	1,146.00	1,708.00	22,965.00	24,113.25	0.11	0.89	12.4130	13.0336	2,088	27,214.22	2,267.85	24,220.65	1,852.88	2,574.66	145.32	227.67	5,275.92	33.43	10,109.88	34,330.53
G008	Outreach Specialist I	24,087.00	25,291.35	24,087.00	36.00	542.00	23,509.00	24,684.45	0.02	0.98	11.5803	12.1593	2,088	25,388.62	2,115.72	24,880.85	1,903.39	2,644.83	149.29	233.88	5,809.44	36.81	10,777.63	35,658.48
G009	Outreach Specialist II	30,062.00	31,565.10	30,062.00	992.00	9,250.00	19,820.00	20,811.00	0.34	0.66	14.4529	15.1755	2,088	31,686.50	2,640.54	20,913.09	1,599.85	2,223.06	125.48	196.58	3,912.48	24.79	8,082.24	28,995.33
G010	Outreach Specialist I	26,614.00	27,944.70	26,614.00	874.00	8,220.00	17,520.00	18,396.00	0.34	0.66	12.7952	13.4350	2,088	28,052.18	2,337.68	18,514.44	1,416.35	1,968.08	111.09	174.04	3,912.48	24.79	7,606.83	26,121.27
G011	Outreach Specialist I	25,105.00	26,360.25	25,105.00	15.00	11,549.00	13,541.00	14,218.05	0.46	0.54	12.0697	12.6732	2,088	26,461.64	2,205.14	14,289.28	1,093.13	1,518.95	85.74	134.32	3,201.12	20.28	6,053.54	20,342.82
G012	Clerk III	26,014.00	27,314.70	26,014.00	-	-	26,014.00	27,314.70	-	1.00	12.5067	13.1321	2,088	27,419.76	2,284.98	27,419.76	2,097.61	2,914.72	164.52	257.75	5,928.00	37.56	11,400.16	38,819.92
		376,911.00	**395,756.55**	**376,911.00**	**9,463.00**	**79,720.00**	**287,728.00**							**397,278.69**	**33,106.55**	**304,131.62**	**23,266.07**	**32,329.19**	**1,824.79**	**2,858.84**	**50,684.40**	**321.15**	**111,284.44**	**415,416.06**

Notes:

1 This schedule was prepared when the grant application was submitted to DSHS on 07/28/15.
2 A 5% cost of living increase is budgeted from 01/01/16 to 12/31/16. (pending CC approval)
3 2015 fringe benefit rates are used as this is the latest information available at this time.
4 Actual work hours in grant period used which total to 2,088 for FY 15.
5 Health Insurance rate is $494.00 per month per employee (494 x 12 = $5,928.00 / year)

5 County Salary Schedule -----

6 2015 Fringe Rates ----------

Prepared by Mike Escaname
HCHHSD
07/22/2015

					Local Match						Hourly Rate			2016			Local Match Fringes							
																	Fringes				Insurance			
Slot #	Position Title	2015 Payroll Salary	2016 Budgetd Salary With 5% COLA	2015 Budgeted Salary	Actual Salary (Prog 005)	Actual Salary (General Fund)	Actual Salary (TB Progam) (current)	Salary (TB Progam) (With 5% COLA)	% of Other Sources Funding	% of TB Grant Funding	Hourly Rate (current)	Hourly Rate With 5%	# of Hours in 2015	Salary Amount from 01/01/16 - 12/31/16	Monlty Salary	TB Grant Projected Salaries	FICA (7.65%	Retirement (10.63%)	Unemployment (.60%)	Workers Comp (.94%)	Health Ins.	Life Ins.	Local Match Projected Fringes	Local Match Projected Total Salaries & Fringes
G002	Licensed Vocational Nurse III	48,149.00	50,556.45	48,149.00	1,820.00	9,952.00	36,377.00	38,195.85	0.24	0.76	23.1486	24.3060	2,088	50,750.90	4,229.24	12,408.14	900.56	1,251.36	70.63	110.66	1,449.34	9.18	3,791.73	16,199.87
G003	Licensed Vocational Nurse III	48,149.00	50,556.45	48,149.00	1,820.00	9,952.00	36,377.00	38,195.85	0.24	0.76	23.1486	24.3060	2,088	50,750.90	4,229.24	12,408.14	900.56	1,251.36	70.63	110.66	1,449.34	9.18	3,791.73	15,563.73
G004	Licensed Vocational Nurse III	48,149.00	50,556.45	48,149.00	-	11,772.00	36,377.00	38,195.85	0.24	0.76	23.1486	24.3060	2,088	50,750.90	4,229.24	12,408.14	900.56	1,251.36	70.63	110.66	1,449.34	9.18	3,791.73	15,563.73
G005	Licensed Vocational Nurse III	48,149.00	50,556.45	48,149.00	1,593.00	14,637.00	31,919.00	33,514.95	0.34	0.66	23.1486	24.3060	2,088	50,750.90	4,229.24	17,107.04	1,241.60	1,725.25	97.38	152.56	1,998.20	12.66	5,227.65	21,457.65
G006	Outreach Specialist I	26,614.00	27,944.70	26,614.00	1,167.00	2,138.00	23,309.00	24,474.45	0.12	0.88	12.7952	13.4350	2,088	28,052.18	2,337.68	3,483.60	89.28	124.05	7.00	10.97	736.16	4.66	972.12	2,139.12
G007	Asst TB Records Mngr	25,819.00	27,109.95	25,819.00	1,146.00	1,708.00	22,965.00	24,113.25	0.11	0.89	12.4130	13.0336	2,088	27,214.22	2,267.85	3,008.23	87.67	121.82	17.12	26.83	655.27	4.15	912.86	3,766.86
G008	Outreach Specialist I	24,087.00	25,291.35	24,087.00	36.00	542.00	23,509.00	24,684.45	0.02	0.98	11.5803	12.1593	2,088	25,388.62	2,115.72	609.23	44.22	3.83	3.47	5.43	142.25	0.90	200.10	778.10
G009	Outreach Specialist II	30,062.00	31,565.10	30,062.00	992.00	9,250.00	19,820.00	20,811.00	0.34	0.66	14.4529	15.1755	2,088	31,686.50	2,640.54						2,367.24		2,367.24	
G010	Outreach Specialist I	26,614.00	27,944.70	26,614.00	874.00	8,220.00	17,520.00	18,396.00	0.10	0.66	12.7952	13.4350	2,088	28,052.18	2,337.68	2,805.22	695.69	966.69	54.56	85.48	592.80	3.76	2,398.99	11,492.99
G011	Outreach Specialist I	25,105.00	26,360.25	25,105.00	15.00	11,549.00	13,541.00	14,218.05	0.46	0.54	12.0697	12.6732	2,088	26,461.64	2,205.14								0.00	
G012	Clerk III	26,014.00	27,314.70	26,014.00	-	-	26,014.00	27,314.70	-	1.00	12.5067	13.1321	2,088	27,419.76	2,284.98	-	0.00	0.00	0.00	0.00	-	-	0.00	-
		376,911.00	**395,756.55**	**376,911.00**	**9,463.00**	**79,720.00**	**287,728.00**							**397,278.69**	**33,106.55**	**64,237.74**	**4,860.12**	**6,695.73**	**391.43**	**613.25**	**10,839.94**	**53.67**	**23,454.14**	**86,962.04**

0.732117975	64,099.86
0.267882025	23,454.14
	87,554.00

Prepared by Mike Escaname
HCHHSD
07/22/2015

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

December 30, 2015

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo Cantu, 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 commissioner's 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 Texas Department of State Health Services (TDSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$437,771.00	Award No. 2016-001400-00 TB/PC-Fed Tuberculosis Prevention and Control-Federal

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

1/4/16
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY 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, 445TH D.C.

AI-52757 **Health & Human Services Dept. 13. B.**

CC - REGULAR

Meeting Date: 01/05/2016

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to accept the TB/PC Federal grant contract #2016-001400-00 in the amount of $437,771.00 for the period of 01/01/2016 to 12/31/2016.
2. Requesting approval for County Judge to e-sign the TB/PC Federal grant contract, Certification Regarding Lobbying Statement and the Fiscal Federal Funding Accountability and Transparency Act Certification Statement.
3. Requesting approval of the Certification of Revenue in the amount of $437,771.00.
4. Requesting approval of the budget appropriation in the amount of $437,771.00 in grant funds and $87,554.00 in local match funds.

BACKGROUND

09/01/2015 - AI-51080 - Approval to submit grant renewal application.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1293-441-00-340-011-6-XXX

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

BUDGETARY IMPACT:

Grant award requires 20% match. = ($87,554.00)
$85,642.00 were reserved during the 2015 budget process; however, this amount was reduced by $28,548.00 as it was transferred into the FY 15 local match account due to an extension of four months; reference AI-50742.

$85,642.00 - $28,548.00 = $57,094.00 currently in local match

$30,460 in local match funds have been reserved during the 2016 budget process into account #6-1100-491-01-000-293-6-891 to meet the $87,554.00 total local match required (Refer to 2016 Adopted Budget B-19).

6-1293-331-12-340-011-6-000 TB Prev & Control - Revenue

Attachments

Grant Contract
General Provisions

Budget Appropriation
Sal Proj

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	12/23/2015 02:35 PM
Manuel Chapa	Manuel Chapa	12/30/2015 11:37 AM
Auditor's Office		
Purchasing Department		
Form Started By: Mike Escaname		Started On: 12/23/2015 01:39 PM

Minerva Diaz

From: Mike Escaname [mike.escaname@hchd.org]
Sent: Monday, December 28, 2015 11:54 AM
To: minerva.diaz@auditor.co.hidalgo.tx.us
Cc: deborah.fischer@auditor.co.hidalgo.tx.us
Subject: Request - Certification of Revenue - TB Federal FY 16 - $437,771.00
Attachments: 2016-001400-00 TB PC Federal.pdf; AI-52757 Acceptance of TB Federal FY 16 Grant Contract 01052016.pdf

Minerva,

The TB Federal FY 16 grant contract will be presented to CC next Tuesday, 01/05/2016.

A Certification of Revenue in the amount of $437,771.00 is needed.

Please reference AI-52757.

Let me know if you have any questions.

Thanks,

Mike Escaname
Budget Manager
Hidalgo County Health & Human Services Dept.
1304 S. 25th St.
Edinburg, TX 78539
Direct # (956) 292-7000 ext. 7210
Main # (956) 383-6221

DATE: January 1, 2016

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 6-1293-441-00-340-011-6-XXX TB PREVENTION & CONTROL - FEDERAL

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
6-1293-441-00-340-011-6-113	TB Prev & Control - Reg F/T Employees	$ 368,014.00
Fringes		
6-1293-441-00-340-011-6-211	TB Prev & Control - Health Insurance	$ 61,337.00
6-1293-441-00-340-011-6-212	TB Prev & Control - Life Insurance	$ 375.00
6-1293-441-00-340-011-6-220	TB Prev & Control - FICA	$ 28,154.00
6-1293-441-00-340-011-6-230	TB Prev & Control - Retirement	$ 39,121.00
6-1293-441-00-340-011-6-250	TB Prev & Control - Unemployment Comp	$ 2,209.00
6-1293-441-00-340-011-6-260	TB Prev & Control - Workers Comp	$ 3,460.00
Travel		
6-1293-441-00-340-011-6-581	TB Prev & Control - In-County Travel	$ 2,301.00
6-1293-441-00-340-011-6-583	TB Prev & Control - Out-Of-County Travel	$ 2,772.00
Supplies		
6-1293-441-00-340-011-6-610	TB Prev & Control - General Supplies	$ 14,432.00
Other		$ -
6-1293-441-00-340-011-6-339	TB Prev & Control - Other Professional Services	$ 3,150.00
		$ -
	TOTAL APPROPRIATION	$ 525,325.00
6-1293-331-12-340-011-6-000	TB Prev & Control - Revenue	$ 437,771.00
6-1293-391-01-000-100-6-000	Transfers In - General Fund **(DO NOT POST)**	$ 87,554.00
6-1100-491-01-000-293-6-891	Transfers Out - Health Grants **(DO NOT POST)**	$ 87,554.00
	TOTAL APPROPRIATION	$ 525,325.00

REASON: To appropriate the TB Prevention & Control - Federal grant award for FY 16.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

TB ELIMINATION FY 16 (FEDERAL)
Grant Application
Salary Budget
01/01/2016 - 12/31/2016
For Budget Purposes Only

T.B. Elimination FY 16 (program 011)

											Hourly Rate			2016			Fringes				Insurance			
Slot #	Position Title	2015 Payroll Salary	2016Budgeted Salary With 5% COLA	2015 Budgeted Salary	Actual Salary (Prog 005)	Actual Salary (General Fund)	Actual Salary (TB Progam) (current)	Salary (TB Progam) (With 5% COLA)	% of Other Sources Funding	% of TB Grant Funding	Hourly Rate (current)	Hourly Rate With 5%	# of Hours in 2016	Salary Amount from 01/01/16 - 12/31/16	Monthly Salary	TB Grant Projected Salaries	FICA (7.65%	Retirement (16.83%)	Unemployment (.58%)	Workers Comp (.54%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
G002	Licensed Vocational Nurse III	48,149.00	50,556.45	48,149.00	1,820.00	9,952.00	36,377.00	38,195.85	0.24	0.76	23.1486	24.3060	2,088	50,750.90	4,229.24	38,570.68	2,950.66	4,100.06	231.42	362.56	4,505.28	28.55	12,178.54	50,749.22
G003	Licensed Vocational Nurse III	48,149.00	50,556.45	48,149.00	1,820.00	9,952.00	36,377.00	38,195.85	0.24	0.76	23.1486	24.3060	2,088	50,750.90	4,229.24	38,570.68	2,950.66	4,100.06	231.42	362.56	4,505.28	28.55	12,178.54	50,749.22
G004	Licensed Vocational Nurse III	48,149.00	50,556.45	48,149.00	-	11,772.00	36,377.00	38,195.85	0.24	0.76	23.1486	24.3060	2,088	50,750.90	4,229.24	38,570.68	2,950.66	4,100.06	231.42	362.56	4,505.28	28.55	12,178.54	50,749.22
G005	Licensed Vocational Nurse III	48,149.00	50,556.45	48,149.00	1,593.00	14,637.00	31,919.00	33,514.95	0.34	0.66	23.1486	24.3060	2,088	50,750.90	4,229.24	33,495.59	2,562.41	3,560.58	200.97	314.86	3,912.48	24.79	10,576.10	44,071.69
G006	Outreach Specialist I	26,614.00	27,944.70	26,614.00	1,167.00	2,138.00	23,309.00	24,474.45	0.12	0.88	12.7952	13.4350	2,088	28,052.18	2,337.68	24,685.82	1,888.47	2,624.11	148.12	232.05	5,216.64	33.05	10,142.44	34,828.36
G007	Asst TB Records Mngr	25,819.00	27,109.95	25,819.00	1,146.00	1,708.00	22,965.00	24,113.25	0.11	0.89	12.4130	13.0336	2,088	27,214.22	2,267.85	24,220.65	1,852.88	2,574.66	145.32	227.67	5,275.92	33.43	10,109.88	34,330.53
G008	Outreach Specialist I	24,087.00	25,291.35	24,087.00	36.00	542.00	23,509.00	24,684.45	0.02	0.98	11.5803	12.1593	2,088	25,388.62	2,115.72	24,680.85	1,903.39	2,644.83	149.29	233.88	5,609.44	36.81	10,777.63	35,658.48
G009	Outreach Specialist II	30,062.00	31,565.10	30,062.00	992.00	9,250.00	19,820.00	20,811.00	0.34	0.66	14.4529	15.1755	2,088	31,686.50	2,640.54	20,913.09	1,599.85	2,223.06	125.48	196.58	3,912.48	24.79	8,082.24	28,995.33
G010	Outreach Specialist I	26,614.00	27,944.70	26,614.00	874.00	8,220.00	17,520.00	18,396.00	0.34	0.66	12.7952	13.4350	2,088	28,052.18	2,337.68	18,514.44	1,416.35	1,968.08	111.09	174.04	3,912.48	24.79	7,606.83	26,121.27
G011	Outreach Specialist I	25,105.00	26,360.25	25,105.00	15.00	11,549.00	13,541.00	14,218.05	0.46	0.54	12.0697	12.6732	2,088	26,461.64	2,205.14	14,289.28	1,093.13	1,518.95	85.74	134.32	3,201.12	20.28	6,053.54	20,342.82
G012	Clerk III	26,014.00	27,314.70	26,014.00	-	-	26,014.00	27,314.70	-	1.00	12.5067	13.1321	2,088	27,419.76	2,284.98	27,419.76	2,097.61	2,914.72	164.52	257.75	5,928.00	37.56	11,400.16	38,819.92
		376,911.00	395,756.55	376,911.00	8,463.00	79,720.00	287,728.00							397,278.69	33,106.55	304,131.62	23,256.07	32,329.19	1,824.79	2,858.84	50,684.40	321.15	111,284.44	415,416.06

Notes:

1 This schedule was prepared when the grant application was submitted to DSHS on 07.28.15.
2 A 5% cost of living increase is budgeted from 01/01/16 to 12/31/16. (pending CC approval)
3 2015 fringe benefit rates are used as this is the latest information available at this time.
4 Actual work hours in grant period used which total to 2,088 for FY 15.
5 Health insurance rate is $494.00 per month per employee (494 x 12 = $5,928.00 / year)

5 County Salary Schedule — [redacted]

6 2015 Fringe Rates — [redacted]

Prepared by Mike Escaname
HCHHSD
07/22/2015

					Local Match						Hourly Rate			2016			Local Match Fringes							
																	Fringes				Insurance			
Slot #	Position Title	2015 Payroll Salary	2016 Budgetd Salary With 5% COLA	2015 Budgeted Salary	Actual Salary (Prog 005)	Actual Salary (General Fund)	Actual Salary (TB Progam) (current)	Salary (TB Progam) (With 5% COLA)	% of Other Sources Funding	% of TB Grant Funding	Hourly Rate (current)	Hourly Rate With 5%	# of Hours in 2015	Salary Amount from 01/01/16 - 12/31/16	Monthy Salary	TB Grant Projected Salaries	FICA (7.65%	Retirement (18.53%)	Unemployme ent (.66%)	Workers Comp (.94%)	Health Ins.	Life Ins.	Local Match Projected Fringes	Local Match Projected Total Salaries & Fringes
G002	Licensed Vocational Nurse III	48,149.00	50,556.45	48,149.00	1,820.00	9,952.00	36,377.00	38,195.85	0.24	0.76	23.1486	24.3060	2,088	50,750.90	4,229.24	12,408.14	900.56	1,251.36	70.63	110.66	1,449.34	9.18	3,791.73	16,199.87
G003	Licensed Vocational Nurse III	48,149.00	50,556.45	48,149.00	1,820.00	9,952.00	36,377.00	38,195.85	0.24	0.76	23.1486	24.3060	2,088	50,750.90	4,229.24	12,408.14	900.56	1,251.36	70.63	110.66	1,449.34	9.18	3,791.73	15,563.73
G004	Licensed Vocational Nurse III	48,149.00	50,556.45	48,149.00	-	11,772.00	36,377.00	38,195.85	0.24	0.76	23.1486	24.3060	2,088	50,750.90	4,229.24	12,408.14	900.56	1,251.36	70.63	110.66	1,449.34	9.18	3,791.73	15,563.73
G005	Licensed Vocational Nurse III	48,149.00	50,556.45	48,149.00	1,593.00	14,637.00	31,919.00	33,514.95	0.34	0.66	23.1486	24.3060	2,088	50,750.90	4,229.24	17,107.04	1,241.60	1,725.25	97.38	152.56	1,998.20	12.66	5,227.65	21,457.65
G006	Outreach Specialist I	26,614.00	27,944.70	26,614.00	1,167.00	2,138.00	23,309.00	24,474.45	0.12	0.88	12.7952	13.4350	2,088	28,052.18	2,337.68	3,483.60	89.28	124.05	7.00	10.97	736.16	4.66	972.12	2,139.12
G007	Asst TB Records Mngr	25,819.00	27,109.95	25,819.00	1,146.00	1,708.00	22,965.00	24,113.25	0.11	0.89	12.4130	13.0336	2,088	27,214.22	2,267.85	3,008.23	87.67	121.82	17.12	26.83	655.27	4.15	912.86	3,766.86
G008	Outreach Specialist I	24,087.00	25,291.35	24,087.00	36.00	542.00	23,509.00	24,684.45	0.02	0.98	11.5803	12.1593	2,088	25,388.62	2,115.72	609.23	44.22	3.83	3.47	5.43	142.25	0.90	200.10	778.10
G009	Outreach Specialist II	30,062.00	31,565.10	30,062.00	992.00	9,250.00	19,820.00	20,811.00	0.34	0.66	14.4529	15.1755	2,088	31,686.50	2,640.54						2,367.24		2,367.24	
G010	Outreach Specialist I	26,614.00	27,944.70	26,614.00	874.00	8,220.00	17,520.00	18,396.00	0.10	0.66	12.7952	13.4350	2,088	28,052.18	2,337.68	2,805.22	695.69	966.69	54.56	85.48	592.80	3.76	2,398.99	11,492.99
G011	Outreach Specialist I	25,105.00	26,360.25	25,105.00	15.00	11,549.00	13,541.00	14,218.05	0.46	0.54	12.0697	12.6732	2,088	26,461.64	2,205.14								0.00	
G012	Clerk III	26,014.00	27,314.70	26,014.00	-	-	26,014.00	27,314.70	-	1.00	12.5067	13.1321	2,088	27,419.76	2,284.98	-	0.00	0.00	0.00	0.00	-	-	0.00	-
		376,911.00	395,756.55	376,911.00	9,463.00	79,720.00	287,728.00							397,278.59	33,106.55	64,237.74	4,860.12	6,685.73	391.43	613.25	10,839.94	53.67	23,454.14	88,962.04

0.732117975	64,099.86
0.267882025	23,454.14
	87,554.00

Prepared by Mike Escaname
HCHHSD
07/22/2015

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2016-001400-00

This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Hidalgo County (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is $437,771.00.

3. **Funding Obligation:** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 01/01/2016 and ends on 12/31/2016. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: As applicable, DSHS enters into this Contract under the authority of Texas Health and Safety Code Chapters 12 or 1001 or Texas Government Code Chapters 531, 771, 791 or 2155.

6. **Program Name:** TB/PC-FED Tuberculosis Prevention and Control-Federal

7. Statement of Work:

SECTION I: FY16 FRAMEWORK FOR DELIVERY OF TUBERCULOSIS SERVICES:
The Statement of Work provides the framework to deliver tuberculosis (TB) services within federal funding parameters.

A. PROVISION OF SERVICES:

Contractor will develop and provide services and associated activities for the prevention and control of TB in accordance withfederal funding requirements.

Contractor will perform activities in the Service Area designated in the most recent version of Section 8. "Service Area" of this Contract.

Contractor will provide these services in compliance with the following:

1.All TB and Refugee Health Service Branch (TB Branch) standards and policies on TexasTB.org;
2.DSHS Tuberculosis Work Plan, http://www.dshs.state.tx.us/idcu/disease/tb/policies/;
3.American Thoracic Society (ATS) and Centers for Disease Control and Prevention (CDC) joint statements on diagnosis, treatment and control of TB, 2003, http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm;
4.Diagnostic Standards and Classification of Tuberculosis in Adults and Children, American Journal of Respiratory and Critical Care Medicine, Vol. 161, pp. 1376-1395, 2000, http://atsjournals.org/doi/abs.10.1164/ajrccm.161.4.16141#.vrm6roko4dy;
5.Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000, http://www.cdc.gov/mmwr/PDF/rr/rr4906.pdf;
6.Updated: Adverse Event Data and Revised ATS/CDC Recommendations against the Use of Rifampin and Pyrazinamide for Treatment of Latent Tuberculosis Infection – United States, 2003, MMWR 52 (No. 31), http://www.cdc.gov/mmwr/preview/mmwrhtml/mm5231a4.htm;
7.Controlling Tuberculosis in the United States, MMWR, Vol. 54, No. RR-12, 2005, http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5412a1.htm;
8.Guidelines for the Prevention and Treatment of Opportunistic Infections Among HIV-Exposed and HIV-Infected Children, http://www.cdc.gov/mmwr/pdf/rr/rr58e0826.pdf; and
9.Tuberculosis Surveillance Data Training Report of Verified Case of Tuberculosis (RVCT) Instruction Manual, http://www.cdc.gov/tb/programs/rvct/InstructionManual.pdf.

Contractor will comply with all applicable federal and state regulations and statutes, including but not limited to, the following:

1.Tuberculosis Code, Texas Statutes, Health and Safety Code, Chapter 13, Subchapter B;
2.Communicable Disease Prevention and Control Act, Texas Statutes, Health and Safety Code, Chapter 81;
3.Screening and Treatment for Tuberculosis in Jails and Other Correctional Facilities, Texas Statutes, Health and Safety Code, Chapter 89;
4.Control of Communicable Diseases, Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter A;
5.Tuberculosis Screening for Jails and Other Correctional Facilities, Texas Administrative Code (TAC), Title 25, Part 1, Chapter 97, Subchapter H; and
6.Retention of Medical Records, General Provisions Article VIII "Records Retention" and by Texas

Administrative Code Title 22, Part 9, Chapter 165, §165.1.

Contractor will perform all activities under this Contract in accordance with the most current version of the Tuberculosis Work Plan, detailed budget as approved by DSHS, and all applicable state laws, regulations, standards, and guidelines. Contractor must receive written approval from DSHS before varying from applicable procedures in the Tuberculosis Work Plan. If approval is provided, the Contractor will update their policies and procedures within five (5) working days so that staff working on activities under this contract knows of the change(s).

Contractor will provide TB services to individuals with suspected or confirmed TB disease including persons identified as a contact to a known case or suspect, refugees and class B immigrants regardless of their ability to pay for services.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below what is projected in Contractor's total Renewal Program Attachment amount, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

Contractor agrees to read DSHS Contractor Financial Procedures Manual (CFPM) and work with DSHS staff regarding the management of funds received under this Contract.
http://www.dshs.state.tx.us/contracts/cfpm.shtm.

B. USE OF FUNDS:

Contractor will demonstrate fiduciary responsibility in administering program funds. Contractor will be subject to adjustments in award amounts based on changes to the number of clients served, utilization of funds, or other factors.

Contractor will provide a cash match of no less than 20% of the DSHS share of the total budget reflected in the Program Attachment. Contractor will provide a cash match at the required percentage or DSHS may withhold payments, use administrative offsets, or request a refund from Contractor until such time as the required match ratio is met. No federal or other grant funds can be used as part of meeting the match requirement.

Contractor may use federal funds under this contract to support core TB control front-line activities:

1.Directly observed therapy (DOT);
2.Out-patient services (tuberculin skin testing, chest radiography, medical evaluation, treatment);
3.Contact Investigations;
4.Contact Reviews;
5.Surveillance;
6.Reporting;
7.Data analyses;
8.Cluster investigations; and
9.Provider Education.

Contractor may not use federal funds for:

1.Medication purchases;
2.In-patient clinical care (hospitalization services);
3.Entertainment;
4.Furniture, equipment; or
5.Sectarian worship, instruction, or proselytization.

Contractor will:

1. Lapse no more than 5% of the total funded amount of the contract;
2. Maintain and adjust spending plan throughout the contract term to avoid lapsing funds; and
3. Maintain staffing levels to meet required activities of the contract and to ensure all funds in personnel category are expended.

Contractor's budget will include costs to cover required TB trainings and continuing education training.

C. CONDUCT SURVEILLANCE:

Contractor will:
1.Contact providers that deliver TB care to at-risk populations within Contractor's service area to obtain data of unreported cases (refer to TB Work Plan, Section IX);
2.Submit Surveillance Quality Assurance Template via the PHIN to the Surveillance Branch (refer to TB Work Plan, Section IX); and
3.Identify high risk groups and congregate settings for which testing for TB infection (TBI) and disease are justified. The goal for target testing is to identify, evaluate, and treat persons who are at high risk for TB infection or at high risk for developing TB disease, once infected with M. tuberculosis (refer to TB Work Plan, Section IX).

D. REPORTING:

Contractor will:

1.Provide a complete and accurate Annual Progress Report covering the period from January to December 2015, in the format provided by DSHS, demonstrating compliance with requirements of the Program Attachments during that time period. The report will include, but not limited to, a detailed analysis of performance related to the performance measures (see Section II FY16 Performance Measures).

The Contractor's Annual Progress Report will not be combined with another Contractor's or health service region's Annual Progress Report. The report is due March 15, 2016, and will be sent to the TB Reporting Mailbox - TBContractReporting@dshs.state.tx.us (refer to TB Work Plan, Section X). Any individual-level patient data must be sent via the Public Health Information Network (PHIN). Contractors can mail the Annual Progress Report to their DSHS health service region thereby authorizing them to submit the report on their behalf. If the Contractor sends the report to a DSHS health service region, the deadline for submission to the TB Branch remains unchanged;

2.Ensure designated reports for Cases, Suspects and Contact Investigations are submitted by established deadlines and schedules using DSHS-approved mechanisms (refer to TB Work Plan, Section X);

3.Submit monthly correctional TB screening reports from those jails and community corrections under Texas Health and Safety Code Chapter 89 Requirements (refer to TB Work Plan, Section X);

4.Submit completed Cohort Review documents for the appropriate cohort year and quarter to the TB Branch via the PHIN (refer to TB Work Plan, Section X);

5.Submit completed Incident Report(s) and weekly written updates for media sensitive situations and or large contact investigations (= 50 contacts, or in a school = 25 contacts) are sent to TB Branch via PHIN (refer to TB Work Plan, Section X);

6.Conduct DGMQ airline contact investigations and report to the TB Branch (refer to TB Work Plan, Section X); and

7.Submit a Report of Adverse Drug Reaction to the TB Branch Nurse Case Manager Consultant (or designee), if a TB Suspect or Case dies or is hospitalized due to an adverse drug reaction (refer to TB Work Plan, Section X).

E. MAINTAIN A COMPETENT WORKFORCE:

Contractor will provide professional education, training and orientation for new TB program staff and continuing education for current TB program staff to include: physicians, nurses, contact investigators, outreach workers, case registry staff, receptionists, epidemiologists, and other support staff (refer to TB Work Plan, Section XII).
Within 90 days of employment, all newly hired employees will complete 40 hours of TB training specific to their duties and responsibilities, as specified in the TB Work Plan. Each year, Contractor must ensure that its employees providing TB services receive 16 hours of continuing education or training relevant to their position.

Documentation of all training, including the name of employee, job title, hours of training received, course name, and date of course, shall be retained for each employee who delivers TB services and this information will be made available to DSHS upon request by the TB Branch. The training documentation described above will be listed in detail in the Accomplishments section of the Annual Progress Report (refer to TB Work Plan, Section XII).

Contractor will submit a "Notice of Change in TB Personnel" form (Exhibit A) to the DSHS TB Branch no later than the 5th day of each month (see attachment) following a new hire for the Contractor's TB Program.

Contractor's case registry staff will attend the TB Surveillance annual medical records conference and workshop to obtain the latest records management procedures.

By October 14, 2016, Contractor will submit documents demonstrating its TB employee's acknowledgment of jurisdictional TB policies and procedures. Contractor's orders and procedures are to be reviewed and signed at least annually by all employees delivering TB clinical or data services. Each Contractor will send the following documents to the TB Branch via the PHIN; Nurse Admin folder:

1.A copy of fully signed TB Policies and Procedures signature page, and
2.A copy of table of contents listing all enacted TB policies and procedures with the period of time the policies and procedures are valid.

F. INITIATE AND MAINTAIN AUDITING AND QUALITY ASSURANCE PRACTICES:

Contractor must ensure that clinical and reporting standards are maintained for audit activities in accordance with Section XVI of the TB Work Plan. Contractors will fully cooperate with any DSHS audits, desktop reviews and site visits.

SECTION II: FY16 PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Contract, without waiving the enforceability of any of the other terms of the Contract or any other method of determining compliance in accordance with Section XVII of the TB Work Plan.:

1.Newly-reported TB cases will have an HIV test performed unless the patient is known to be HIV-positive or if the patient refuses. Contractor will report positive or negative HIV test results to DSHS according to the reporting schedule provided in Section 1, D herein.
For FY16 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 82.9% is required.

If fewer than 82.9% of newly reported TB cases have a result of an HIV test reported, then DSHS may, at its sole discretion, require Contractor to take additional measures to improve performance, on a timeline set by DSHS;

2.Cases, and suspected cases, of TB under treatment by Contractor will be placed on timely and appropriate Directly Observed Therapy (DOT).
For FY16 reporting, data will cover all cases from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 91.6% is required.

If data indicates a compliance percentage for this Performance Measure of less than 91.6%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to performance, on a timeline set by DSHS;

3.Newly-reported suspected cases of TB disease will be started in timely manner on the recommended initial 4-drug regimen.

For FY16 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 93.4% is required.

If fewer than 93.4% of newly-reported TB cases are started on an initial 4-drug regimen in accordance with this requirement, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS;

4. Newly-reported TB patients that are older than 12-years-old and that have a pleural or respiratory site of disease will have sputum acid-fast bacilli (AFB)-culture results reported to DSHS according to the timelines for reporting initial and updated results given herein.

For FY16 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 91.5% is required.

If data indicates a compliance percentage for this Performance Measure of less than 91.5%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS;

5. Newly-reported cases of TB with AFB-positive sputum culture results will have documented conversion to sputum culture-negative within 60 days of initiation of treatment.

For FY16 reporting, data will be drawn from calendar year 2014 (1/1/2014-12/31/2014). A compliance percentage of not less than 47% is required.

If data indicates a compliance percentage for this Performance Measure of less than 47%, then DSHS may, at its sole discretion, require additional measures be taken by contractor to improve performance, on a timeline set by DSHS;

6. Newly diagnosed TB cases that are eligible* to complete treatment within 12 months will complete therapy within 365 days or less.
*Exclude TB cases 1) diagnosed at death, 2) who die during therapy, 3) who are resistant to Rifampin, 4) who have meningeal disease, and/or 5) who are younger than 15 years with either miliary disease or a positive blood culture for TB.

For FY16 reporting, data will cover all cases from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 87% is required.

If data indicates a compliance percentage for this Performance Measure of less than 87%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS;

7. Increase the proportion of culture-confirmed TB cases with a genotyping result reported.

For FY16 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 94.2% is required.

If data indicates a compliance percentage for this Performance Measure of less than 94.2%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS;

8. TB cases with initial cultures positive for Mycobacterium tuberculosis complex will be tested for drug susceptibility and have those results documented in their medical record.

For FY16 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 97.8% is required.

If data indicates a compliance percentage for this Performance Measure of less than 97.8%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS;

9. Newly-reported TB patients with a positive AFB sputum-smear result will have at least three contacts identified as part of the contact investigation that must be pursued for each case.

For FY16 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 92% is required.

If data indicates a compliance percentage for this Performance Measure of less than 92%, then DSHS may,, at its sole discretion,, require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

10. Newly-identified contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive TB case will be evaluated for TB infection and disease.

For FY16 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 82.5% is required.

If data indicates a compliance percentage for this Performance Measure of less than 82.5%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS;

11. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case and that are newly diagnosed with TBI will be started on timely and appropriate treatment.

For FY16 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 70% is required.

If data indicates a compliance percentage for this Performance Measure of less than 70%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS;

12. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case that are newly diagnosed with TBI and that were started on treatment will complete treatment for TBI as described in Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000; according to timelines given, therein.

For FY16 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 50% is required.

If data indicates a compliance percentage for this Performance Measure of less than 50%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS;

13. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB, increase the proportion who initiate medical evaluation within 30 days of arrival. Arrival is defined as the first notice or report; whether that is by fax, phone call, visit to the health department or EDN notification.

For FY16 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 62% is required.

If data indicates a compliance percentage for this Performance Measure of less than 62%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS;

14. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB, increase the proportion who initiate and complete evaluation within 90 days of arrival.

For FY16 reporting data will be drawn from calendar year 2015 (1/1/2015-12/31/2015). A compliance percentage of not less than 45% is required.

If data indicates a compliance percentage for this Performance Measure of less than 45%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS;

15. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB and who are diagnosed with TBI during evaluation in the US, increase the proportion who start treatment.

For FY16 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 64% is required.

If data indicates a compliance percentage for this Performance Measure of less than 64%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS; and

16. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB and who are diagnosed with TBI during evaluation in the US and started on treatment, increase the proportion who complete TBI treatment.

For FY16 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 70% is required.

If data indicates a compliance percentage for this Performance Measure of less than 70%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS.

Contractor will maintain documentation used to calculate performance measures as otherwise required by this Contract and by 22 Tex. Admin. Code § 165.1.

All reporting to DSHS will be completed as described in Section I, "D. Reporting" and submitted by the deadlines given.
If Contractor fails to meet any of the performance measures, Contractor will furnish in the Annual Progress Report a written narrative explaining the reasons for the failure and Contractor's plan to prevent future failures. This requirement does not excuse any violation of this Contract, nor does it limit DSHS as to any options available under the contract regarding breach.

SECTION III: BILLING INSTRUCTIONS:

Contractor will request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables.

Vouchers and supporting documentation can be mailed, faxed or sent via e-mail:

Claims Processing Unit, MC 1940
Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, Texas 78714-9347

Fax: (512) 776-7742

E-mail: invoices@dshs.state.tx.us
A copy of the invoice must also be sent via email to: CMU.invoices@dshs.state.tx.us and TBcontractingreporting@dshs.state.tx.us

8. Service Area

Hidalgo County

This section intentionally left blank.

10. Procurement method:

Non-Competitive | Interagency/Interlocal

GST-2012-Solicitation-00064 | FY14 TB/FED

11. Renewals:

Number of Renewals Remaining: 4 Date Renewals Expire: 12/31/2020

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.116

14. DUNS Number:

103110834

15. **Programmatic Reporting Requirements:**

Report Name	Frequency	Period Begin	Period End	Due Date
Narrative Report	Annually	January 1, 2015	December 31, 2015	March 15, 2017
Financial Status Reports (FSRs) & Match Reimbursement/Certification Forms (B-13As)	Quarterly	Jauary 1, 2016	March 31, 2016	April 29, 2016
Financial Status Reports (FSRs) & Match Reimbursement/Certification Forms (B-13As)	Quarterly	April 1, 2016	June 30, 2016	July 29, 2016
Financial Status Reports (FSRs) & Match Reimbursement/Certification Forms (B-13As)	Quarterly	July 1, 2016	September 30, 2016	October 31, 2016
Financial Status Reports (FSRs) & Match Reimbursement/Certification Forms (B-13As)	Quarterly	October 1, 2016	December 31, 2016	February 15, 2017

Submission Instructions:

Annual Report: Submit program reports to the TB Reporting Mailbox - TBContractReporting@dshs.state.tx.us.

Financial Status Reports:
Claims Processing Unit, MC1940
Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

The fax number is (512) 776-7442. The email address is invoices@dshs.state.tx.us

16. Special Provisions

General Provisions, ARTICLE VII CONFIDENTIALITY, Section 7.03 Exchange of client-identifying information, is revised to include the following:

Neither Contractor, nor any subcontractor, will transfer a client or patient record through any means, including electronically, to another entity or person, or subcontractor without written consent from the client or patient, or someone authorized to act on his or her behalf; however, DSHS may require Contractor, or any subcontractor, to timely transfer a client or patient record to DSHS if the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the client or patient, or is otherwise provided by law.

DSHS will have timely access to a client or patient record in the possession of Contractor, or any subcontractor, under authority of the Texas Health and Safety Code, Chapters 81 and 85, and the Medical Practice Act, Texas Occupations Code, Chapter 159. In such cases, DSHS will keep confidential any information obtained from the client or patient record, as required by the Texas Health and Safety Code, Chapter 81, and Texas Occupations Code, Chapter 159.

General Provisions, ARTICLE III SERVICES, Section 3.02 Disaster Services, is revised to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts. DSHS will reimburse Contractor up to 5% of this Program Attachment funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor will maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor will notify the Assigned Contract Manager in writing when this provision is implemented.

General Provisions, ARTICLE XXIII PROGRAM FUNDS AND PAYMENTS, Section 23.04 Nonsupplanting, is revised to include the following:

Funding from this Renewal Program Attachment will not be used to supplant (i.e., used in place of funds dedicated, appropriated or expended for activities funded through this Renewal Program Attachment) state or local funds, but Contractor will use such funds to increase state or local funds currently available for a particular activity. Contractor will maintain local funding at a sufficient rate to support the local program. If the total cost of the project is greater than DSHS' set funding, Contractor will supply funds for the remaining costs in order to accomplish the objectives set forth in this Program Attachment.
All revenues directly generated by this Renewal Program Attachment or earned as a result of this Renewal Program Attachment during the term of this Renewal Program Attachment are considered program income; including income generated through Medicaid billings for TB related clinic services. Contractor will use this program income to further the scope of work detailed in this Renewal Program Attachment, and must keep documentation to demonstrate such to DSHS's satisfaction. This program income may not be used to take the place of existing local, state, or federal program funds.

General Provisions, ARTICLE XIV GENERAL TERMS, Section 14.12 Amendment, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Program Attachment.

17. Documents Forming Contract. The Contract consists of the following:

a. Contract (this document)	2016-001400-00
b. General Provisions	Subrecipient General Provisions
c. Attachments	Budget
d. Declarations	Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
e. Exhibits	Exhibit A - Notice of Change in TB Personnel

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:	Hidalgo County
Vendor Identification Number:	17460007176

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

Department of State Health Services	**Hidalgo County**
By: Signature of Authorized Official	By: Signature of Authorized Official
Date	Date
Name and Title 1100 West 49th Street Address Austin, TX 78756-4204 City, State, Zip	Name and Title Address City, State, Zip
Telephone Number	Telephone Number
E-mail Address	E-mail Address

Budget Summary

Organization Name: Hidalgo County Program ID: TB/PC-FED

Contract Number: 2016-001400-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	$304,133.00	$63,881.00	$0.00	$368,014.00
Fringe Benefits	$111,282.00	$23,374.00	$0.00	$134,656.00
Travel	$5,073.00	$0.00	$0.00	$5,073.00
Equipment	$0.00	$0.00	$0.00	$0.00
Supplies	$14,133.00	$299.00	$0.00	$14,432.00
Contractual	$0.00	$0.00	$0.00	$0.00
Other	$3,150.00	$0.00	$0.00	$3,150.00
Total Direct Costs	$437,771.00	$87,554.00	$0.00	$525,325.00
Indirect Costs	$0.00	$0.00	$0.00	$0.00
Totals	$437,771.00	$87,554.00	$0.00	$525,325.00

Exhibit A - Notice of Change in TB Personnel

Organization Name: Hidalgo County

Contract Number: 2016-001400-00 Program ID: TB/PC-FED

Contract Term: 01/01/2016 - 12/31/2016 Program Name: Tuberculosis Prevention and Control

Month / Year _____

Local Health Department/Health Service Region _____

Contact Person _____

Phone Number _____

Check all that apply:

_____ NEW HIRE _____ NAME CHANGE _____ NEW FTE

_____ TRANSFER _____ PROMOTION _____ RESIGNATION
_____ RECLASSIFICATION _____ RETIREMENT _____ TERMINATION

_____ OTHER (SPECIFY) _____

PERSONNEL INFORMATION

Name as Listed on Payroll _____

Supervisor _____

Work Location _____

Phone & Phone Extension _____

Position Title _____

Effective Date _____

New Base Salary _____

Last Physical Day on Duty _____

Summary of Duties _____

Percent Paid by State TB Funds _____

Percent Paid by Federal TB Funds _____

Percent Not Paid by State and Federal TB Funds _____

TEXAS
Department of State Health Services

CHECK GLOBAL ERRORS

Back

Document Information: DCPS-2016-TB/PC-FED-00019
Parent Information: DCPS-2015-TB/PC-FED-00021
Details

You are here: > Renewal Menu > Forms Menu

CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County
Contract Number: 2016-001400-00

For contracts greater than $100,000, this attachment is applicable and must be signed as part of the contract agreement.

CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

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

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

• Applicable ○ Non-Applicable

Signature of Authorized Individual Date:

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Certification Regarding Lobbying			
	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification			
	Signature Page			
	General Provisions (LHD)			
	Contract Print			

TEXAS
Department of State Health Services

FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Organization Name	Hidalgo County				
Address	1304 S 25th St				
City	Edinburg	State	Texas	Zip Code (9 digit)	78539
Payee Name	Hidalgo County				
Address	Hidalgo County Treasurer 2810 S Business 281				
City	Edinburg	State	TX	Zip Code (9 digit)	78539-6243
Vendor identification No.		17460007176		MailCode	060
Payee DUNS No. *		103110834			

1. Did your organization have a gross income, from all sources, of more than $300,000 in your previous tax year? *

• Yes ○ No

2. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

○ Yes • No

3. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

• Yes ○ No

Identify contact persons for FFATA Correspondence. *

FFATA Contact Person #1	
Name*	Ramon Garcia
Email*	ramon.garcia@co.hidalgo.tx.us
Telephone*	(956) 318-2600
FFATA Contact Person #2	
Name*	Ray Eufracio
Email*	ray.eufracio@auditor.co.hidalgo.tx.us
Telephone*	(956) 318-2511

✓ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and

Fiscal Year 2016
Department of State Health Services
Contract General Provisions

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ARTICLE I CONTRACT COMPONENTS

Section 1.01 Contract Components. As used in herein, the "Contract" consists of the following documents:

a. The Contract, including any applicable Program Attachment(s); The Department of State Health Services Fiscal Year 2016 General Provisions (General Provisions) and if applicable;
c. The solicitation document, if applicable; and
d. The response, proposal or application submitted by Contractor in response to the solicitation document, if applicable.

Section 1.02 Order of Precedence. To the extent that there is any conflict between the terms of any contract component document, the conflict shall be resolved in the above order of priority in Section 1.01.

ARTICLE II COMPLIANCE AND REPORTING

Section 2.01 Compliance. Contractor shall comply and require its subcontractor(s) to comply with the requirements of these general provisions and all other applicable state and federal statutes, regulations, rules and executive orders, as such statutes, regulations, rules and executive orders including as such statutes, regulations, rules and executive orders may be amended.

Section 2.02 Precedence of Contract Terms. To the extent this Contract imposes a higher standard or additional requirements beyond those required by applicable statutes, regulations, rules or executive orders, the terms of this Contract shall take precedence and control.

Section 2.03 Effect of Legislative Changes. Contractor agrees that upon notification from Department of State Health Services (DSHS or Department) Contractor shall comply with any changes to the term of the contract include in its contracts that are a result of legislation during the term of this Contract.

Section 2.04 Compliance with Requirements of Solicitation Document. If applicable and except as specified in these General Provisions or the Contract's terms, the Contractor shall comply with the requirements, eligibility conditions, assurances, certifications and program requirements of the Solicitation Document for the duration of this Contract or any subsequent renewals. The Parties agree that the Department has relied upon Contractor's response to the Solicitation Document. The Parties agree that any misrepresentation contained in Contractor's response to the Solicitation Document constitutes a breach of this Contract and may result in termination.

Section 2.05 Reporting. Contractor shall submit reports in accordance with the reporting requirements established by the Department and provided for in the Contract and in these General Provisions. Except as otherwise provided for in this Contract or General Provisions, the Contractor shall submit reports to the assigned contract manager. Contractor shall also provide any other information requested by the Department in the format required by DSHS. Failure to submit any required report or additional requested information by the due date specified in the contract or upon request may constitute a breach of contract, result in delayed payment and/or the imposition of sanctions and remedies. And failure to comply with a reporting requirement may adversely affect evaluation of Contractor's ability to contract in the future with the Department.

Section 2.06 Applicable Contracts Law and Venue for Disputes. Except as provided for in Article XV, all issues related to this contract, including formation, performance and interpretation that may arise in any dispute between the Parties, shall be governed by and construed in accordance with the laws of the State of Texas and venue shall be in Travis County, Texas.

Section 2.07 Statutes and Standards of General Applicability. Contractor is responsible for reviewing and complying with all applicable statutes, rules, regulations, executive orders and policies. To the extent applicable

to Contractor, Contractor shall comply with the following:

a. Statutes, rules, regulations, and DSHS policy (and any of their subsequent amendments) that collectively prohibit discrimination, exclusion from or limitation of participation in programs, benefits or activities or denial of any aid, care, service or other benefit on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation (where applicable), disabilities, age, substance abuse, political belief or religion:
    1. Title VI of the Civil Rights Act of 1964, 42 USC §§ 2000d et seq.;
    2. Title IX of the Education Amendments of 1972, 20 USC §§ 1681-1683, and 1685-1686;
    3. Section 504 of the Rehabilitation Act of 1973, 29 USC § 794(a);
    4. Americans with Disabilities Act of 1990, 42 USC §§ 12101 et seq.;
    5. Age Discrimination Act of 1975, 42 USC §§ 6101-6107;
    6. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 USC § 290dd (b)(1); 7) 45 CFR Parts 80, 84, 86 and 91;
    7. U.S. Department of Labor, Equal Employment Opportunity E.O. 11246;
    8. Tex. Labor Code Chapter 21;
    9. Food Stamp Act of 1977 (7 USC §§ 2011 et seq.);
    10. Executive Order 13279, 45 CFR Part 87 or 7 CFR Part 16 regarding equal treatment and opportunity for religious organizations;
    11. Drug Abuse Office and Treatment Act of 1972, 21 USC §§ 1101 et seq., relating to drug abuse;
    12. Public Health Service Act of 1912, §§ 523 and 527, 42 USC § 290dd-2, and 42 CFR pt. 2, relating to confidentiality of alcohol and drug abuse patient records;
    13. Title VIII of the Civil Rights Act of 1968, 42 USC §§ 3601 et seq., relating to nondiscrimination in housing; and
    14. DSHS Policy AA-5018, Non-discrimination Policy for DSHS Programs;
b. Immigration Reform and Control Act of 1986, 8 USC § 1324a, and Immigration Act of 1990, 8 USC 1101 et seq., as amended by Public Law113-4 (March 7, 2013), regarding employment verification; and Illegal Immigration Reform and Immigrant Responsibility Act of 1996;
c. Pro-Children Act of 1994, 20 USC §§ 6081-6084, and the Pro-Children Act of 2001, 20 USC § 7183, regarding the non-use of all tobacco products;
d. National Research Service Award Act of 1971, 42 USC §§ 289a-1 et seq., and 6601 (P.L. 93-348 and P.L. 103-43), regarding human subjects involved in research;
e. Hatch Political Activity Act, 5 USC §§ 1501-1508 and 7324-26, which limits the political activity of employees whose employment is funded with federal funds;
f. Fair Labor Standards Act, 29 USC §§ 201 et seq., and the Intergovernmental Personnel Act of 1970, 42 USC §§ 4701 et seq., as applicable, concerning minimum wage and maximum hours;
g. Texas Government Code Chapter 469 pertaining to eliminating architectural barriers for persons with disabilities;
h. Texas Workers' Compensation Act, Texas Labor Code Chapters 401-406, and 28 Texas Administrative Code (TAC) pt. 2, regarding compensation for employees' injuries;
i. The Clinical Laboratory Improvement Amendments of 1988, 42 USC § 263a, regarding the regulation and certification of clinical laboratories;
j. The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR § 1910.1030, or Title 25 Tex. Admin Code Chapter 96 regarding safety standards for handling blood borne pathogens;
k. Laboratory Animal Welfare Act of 1966, 7 USC §§ 2131 et seq., pertaining to the treatment of laboratory animals;
l. Environmental standards pursuant to the following:
    1. Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§ 4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247), "Protection and Enhancement of Environmental Quality;"

2. Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal Contracts, Grants, or Loans;"
3. Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961;
4. Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg. 26951 and, if applicable, flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234);
5. Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§ 1451 et seq.;
6. Federal Water Pollution Control Act, 33 USC §§ 1251 et seq.;
7. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§ 300f-300j;
8. Protection of endangered species under the Endangered Species Act of 1973, 16 USC §§ 1531 et seq.;
9. Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, 42 USC §§ 7401 et seq.;
10. Wild and Scenic Rivers Act of 1968, 16 USC §§ 1271 et seq., related to protecting certain river systems; and

m. Lead-Based Paint Poisoning Prevention Act, 42 USC §§ 4821 et seq., prohibiting the use of lead-based paint in residential construction or rehabilitation;
n. Intergovernmental Personnel Act of 1970, 42 USC §§ 4278-4763, regarding personnel merit systems for programs specified in Appendix A of the federal Office of Program Management's Standards for a Merit System of Personnel Administration, 5 CFR Part1200 et seq;
o. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of, 42 USC §§4601 et seq (PL 91-646), relating to fair treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs;
p. Davis-Bacon Act, 40 USC §§ 3141-3148;
q. Copeland Act, 40 USC §§ 276c and 18 USC § 874;
r. Contract Work Hours and Safety Standards Act, 40 USC § 3702 et seq., regarding labor standards for federally-assisted construction subagreements;
s. National Historic Preservation Act of 1966, § 106, 16 USC § 470; Executive Order 11593; and the Archaeological and Historic Preservation Act of 1974 (16 USC §§ 469a-1 et seq.) regarding historic property to the extent necessary to assist DSHS in complying with the Acts;
t. Trafficking Victims Protection Act of 2000, Section 106(g) (22 USC § 7104);
u. Executive Order 13513 (Oct. 1, 2009), Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, if required by a federal funding source of this Contract;
v. Whistleblower Protection Enhancement Act (5 U.S.C. 2302(b)(8)) and Texas Whistleblower Act (Tex. Gov. Code Chapter 554); and
w. Requirements of any other applicable state and federal statutes, executive orders, regulations, rules and policies.

Section 2.08 Applicability of General Provisions to Interagency and Interlocal Contracts.

a. The following sections or portions of sections of these General Provisions shall not apply to Interagency Cooperation Contracts (Texas Government Code 771) or Interlocal Cooperation Contracts (Texas Government Code Chapter 791):

1. Hold Harmless and Indemnification, Section 14.17;
2. Independent Contractor, Section 13.05;
3. Historically Underutilized Businesses (HUBs), Section 13.02 (Contractor, however, shall comply with HUB requirements of other statutes and rules specifically applicable to that entity;
4. Debt to State and Corporate Status, Section 4.01;

5. Application of Payment Due, Section 4.02; and
6. Article XVI Claims against the Department.

b. The following additional provisions shall apply to Interlocal Cooperation Contracts:

1. Payments made by DSHS to Contractor shall be from current revenues available to DSHS; and
2. Each Party represents that it has been authorized to enter into this Contract.

Section 2.09 Civil Rights Policy and Complaints. Upon request, Contactor shall provide the Health and Human Services Commission (HHSC) Civil Rights Office with copies of all Contractor's civil rights policies and procedures. Contractor shall notify HHSC's Office of Civil Rights of any civil rights complaints received relating to performance under this Contract no more than ten calendar days after Contractor's receipt of the claim. Notice must be directed to:

Civil Rights Office
Health and Human Services Commission
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
(888) 388-6332 or 512-438-4313
TTY Toll-free (877) 432-7232
HHSCivilRightsOffice@hhsc.state.tx.us

Section 2.10 Licenses, Certifications, Permits, Registrations and Approvals. Contractor shall obtain and maintain all applicable licenses, certifications, permits, registrations and approvals to conduct its business and to perform the services under this Contract. Failure to obtain or any revocation, surrender, expiration, non-renewal, inactivation or suspension of any such license, certification, permit, registration or approval constitutes grounds for termination of this Contract or other remedies the Department deems appropriate. Contractor shall ensure that all its employees, staff and volunteers obtain and maintain in active status all licenses, certifications, permits, registrations and approvals required to perform their duties under this Contract and shall prohibit any person who does not hold a current, active required license, certification, permit, registration or approval from performing services under this Contract.

Section 2.11 Funding Obligation. This Contract is contingent upon the availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment of the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce or terminate funding under this Contract. Notice of any restriction or reduction shall include instructions and detailed information on how DSHS shall fund the services and/or goods to be procured with the restricted or reduced funds.

Section 2.12 Whistleblower Act Protection. This Contract is required to include the Whistleblower Protection Acts (See Section 2.07(v)) protections to grantees, their subgrantees and subcontractors, and contractor must inform their employees of whistleblowers' rights and remedies. The requirement is in effect for all grants, contracts, subgrants, and subcontractors issued beginning July 1, 2013 through January 1, 2017.

ARTICLE III SERVICES

Section 3.01 Education to Persons in Residential Facilities. If applicable, Contractor shall ensure that all persons, who are housed in Department-licensed and/or -funded residential facilities and are 22 years of age or younger, have access to educational services as required by Texas Education Code § 29.012.

Contractor shall notify the local education agency or local early intervention program as prescribed by this Section not later than the third calendar day after the date a person who is 22 years of age or younger is placed in Contractor's residential facility.

Section 3.02 Disaster Services. In the event of a local, state, or federal emergency, including natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster by the appropriate federal official, Contractor may be called upon to assist DSHS in providing services, as appropriate, in the following areas:

a. Community evacuation;
b. Health and medical assistance;
c. Assessment of health and medical needs;
d. Health surveillance;
e. Medical care personnel;
f. Health and medical equipment and supplies;
g. Patient evacuation;
h. In-hospital care and hospital facility status;
i. Food, drug and medical device safety;
j. Worker health and safety;
k. Mental health and substance abuse;
l. Public health information;
m. Vector control and veterinary services; and
n. Victim identification and mortuary services.

Contractor shall carry out disaster services in the manner most responsive to the needs of the emergency, in the most cost-effective, and least intrusive manner to Contractor's primary services.

Section 3.03 Consent to Medical Care of a Minor. If Contractor provides medical, dental, psychological or surgical treatment to a minor under this Contract, either directly or through contracts with subcontractors, Contractor shall not provide treatment of a minor unless informed consent to treatment is obtained pursuant to Texas Family Code Chapter 32 relating to consent to treatment of a child by a non-parent or the child or other state law. If requirements of federal law relating to consent directly conflict with this Chapter, then federal law supersedes state law.

Section 3.04 Telemedicine/Telepsychiatry Medical Services. If applicable, the Contractor shall ensure that if Contractor or its subcontractor uses telemedicine/telepsychiatry that the services are implemented in accordance with written procedures and using a protocol approved by Contractor's medical director and using equipment that complies with the equipment standards as required by the Department. Procedures for providing telemedicine service must include the following requirements:

a. Clinical oversight by Contractor's medical director or designated physician responsible for medical leadership;
b. Contraindication considerations for telemedicine use;
c. Qualified staff members to ensure the safety of the individual being served by telemedicine at the remote site;
d. Safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
e. Use by credentialed licensed providers providing clinical care within the scope of their licenses;
f. Demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;
g. Priority in scheduling the system for clinical care of individuals;
h. Quality oversight and monitoring of satisfaction of the individuals served; and

i. Management of information and documentation for telemedicine services that ensures timely access to accurate information between the two sites. Telemedicine Medical Services does not include chemical dependency treatment services provided by electronic means under 25 TAC Rule § 448.911.

Section 3.05 Services and Information for Persons with Limited English Proficiency.

a. Contractor shall take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits and activities.

b. Contractor shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter.

c. Contractor shall make every effort to avoid use of any persons under the age of 18 or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

ARTICLE IV FUNDING

Section 4.01 Debt to State and Corporate Status.

a. Pursuant to Texas Government Code § 403.055, the Department shall not approve and Texas Comptroller of Public Accounts shall not issue payment to Contractor if Contractor is indebted to the State for any reason, including a tax delinquency.

b. Contractor, if a corporation, certifies by execution of this Contract that it is current and shall remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Texas Tax Code §§ 171.001 et seq.). As a corporation, this Contractor further certifies that it is and shall remain in good standing with the Secretary of State's office.

c. A false statement regarding franchise tax or corporate status is a material breach of this Contract. If franchise tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Contractor's delinquent franchise tax is paid in full.

Section 4.02 Application of Payment Due. Contractor agrees that any payments due under this Contract shall be applied towards any debt of Contractor, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

ARTICLE V PAYMENT METHODS AND RESTRICTIONS

Section 5.01 Payment Methods. Except as otherwise provided by the provisions of this Contract, the payment method is based on a unit rate (fixed price or a specified) or fee for service (delivery of a specified unit of service) as stated in the Contract.

Section 5.02 Invoice/Billing Submission.

a. Contractor shall bill the Department in accordance with the Contract in the form and format prescribed by DSHS. If applicable, the Contractor must submit of all required documentation, reports, forms and/or deliverables in order to receive payment from the Department.

b. Unless otherwise specified in the Contract or permitted under the Third Party Payors (See Section 5.04 below), Contractor shall submit requests for payment monthly by the last business day of the month following the end of the month covered by the bill.

c. Contractor shall maintain all documentation that substantiates billing submissions and make the documentation available to DSHS upon request.

Section 5.03 Final Invoice/Billing Submission. Unless otherwise provided by the Department, Contractor shall submit a reimbursement or payment request as a final close-out bill not later than 45 calendar days following the end of the term of the Contract.

Section 5.04 Third Party Payors. Except as provided in this Contract, Contractor shall screen all clients and may not bill the Department for services eligible for reimbursement from third party payors, who are any person or entity who has the legal responsibility for paying for all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local and private funding sources.

As applicable, the Contractor shall:

a. Enroll as a provider in Children's Health Insurance Program and Medicaid if providing approved services authorized under this Contract that may be covered by those programs and bill those programs for the covered services;
b. Provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs;
c. Allow clients that are otherwise eligible for Department services, but cannot pay a deductible required by a third party payor, to receive services up to the amount of the deductible and to bill the Department for the deductible;
d. Not bill the Department for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted;
e. Maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement;
f. Bill all third party payors for services provided under this Contract before submitting any request for reimbursement to Department; and
g. Provide third party billing functions at no cost to the client.

ARTICLE VI TERMS AND CONDITIONS OF PAYMENT

Section 6.01 Prompt Payment. Upon receipt of a timely, undisputed invoice pursuant to this Contract, Department shall pay Contractor. Payments are contingent upon a signed Contract and shall not exceed the total amount of authorized funds under this Contract. Contractor is entitled to payment only if the service, work, and/or product has been authorized by the Department and performed or provided pursuant to this Contract. If these conditions are met, Department shall make payment in accordance with the Texas Prompt Payment Act (Texas Government Code Chapter 2251). Contractor acknowledges and agrees that it shall comply with the provisions in the Texas Prompt Payment Act regarding its prompt payment of its financial obligations to its subcontractors.

Section 6.02 Payment by Department. Payment of invoices by the Department shall not constitute acceptance or approval of Contractor's performance nor foreclose the right of the Department and HHSC to recover excessive or illegal payments. All invoices and Contractor's performance are subject to review and audit by the Department.

Section 6.03 Withholding Payments. Department may withhold all or part of any payments to Contractor to offset overpayments that Contractor has not refunded to Department. Department may take repayment from funds due to the Contractor for services performed or goods delivered in amounts necessary to fulfill Contractor's repayment obligations.

ARTICLE VII CONFIDENTIALITY

Section 7.01 Maintenance of Confidentiality. Contractor must maintain the privacy and confidentiality of information and records received during or related to the performance of this Contract, including patient and client records that contain protected health information (PHI) and any other information that discloses confidential personal information or identifies any client served by DSHS in accordance with any applicable federal and state law, rules and regulations, including but not limited to:

a. 7 Code of Federal Regulations (CFR) Part 246; 42 CFR Part 2, 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act [HIPAA]);
b. Texas Health and Safety Code Chapters 12, 47, 81, 82, 85, 88, 92, 161, 181, 241, 245, 251, 534, 576, 577, 596, 611 and 773;
c. Texas Occupations Code, Chapters 56 and 159; and
d. Any other applicable federal and state laws, rules or regulations.

The HHS Data Use Agreement, executed by the Parties, is incorporated as part of the Contract and describes Contractor's rights and obligations with respect to the Confidential Information and the limited purposes, for which the Contractor may create, receive, maintain, use, disclose or have access to Confidential Information.

Section 7.02 Department Access to PHI and Other Confidential Information.
Contractor shall cooperate with Department to allow Department to request, collect and receive PHI and other confidential information under this Contract, without the consent of the individual to whom the PHI relates, for funding, payment and administration of the grant program and for purposes permitted under applicable state and federal confidentiality and privacy laws.

Section 7.03 Exchange of Client-Identifying Information.
Except as prohibited by other law, Contractor and DSHS shall exchange PHI without the consent of clients in accordance with 45 CFR § 164.504(e)(3)(i)(B), Texas Health and Safety Code § 533.009 and 25 TAC Chapter 414, Subchapter A or any other applicable federal or state laws, rules or regulations.

Contractor shall disclose information described in Texas Health and Safety Code § 614.017(a)(2) relating to special needs offenders, to an agency described in Texas Health and Safety Code § 614.017(c) upon request of that agency, unless Contractor documents that the information is not allowed to be disclosed under 45 CFR Part 164 or other applicable law.

Section 7.04 Security of Patient or Client Records.
Contractor shall ensure that patient and client records are managed in compliance with state and federal law relating to security and retention of medical or mental health and substance abuse patient and client records. Department may require Contractor to transfer original or copies of patient and client records to Department, without the consent or authorization of the patient or client, upon termination of this Contract or a Contract to

this Contract, as applicable, or if the care and treatment of the individual patient or client is transferred to another entity. Prior to providing services funded under this Contract to a patient or client, Contractor shall attempt to obtain consent from the patient or client to transfer copies of patient or client records to another entity funded by DSHS upon termination of this Contract or a Contract to this Contract, as applicable or if care or treatment is transferred to another DSHS-funded contractor.

Section 7.05 HIV/AIDS Model Workplace Guidelines. If providing direct client care, services, or programs, Contractor shall implement Department's policies based on the HIV/AIDS (human immunodeficiency virus/acquired immunodeficiency syndrome), AIDS Model Workplace Guidelines for Businesses, State Agencies and State Contractors Policy No. 090.021. Contractor shall also educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas. Health & Safety Code §§ 85.112-114. A link to the Model Workplace Guidelines can be found at: http://www.dshs.state.tx.us/hivstd/policy/policies.shtm .

ARTICLE VIII PUBLIC INFORMATION ACT

Section 8.01 Texas Public Information Act. The Contractor understands that DSHS shall comply with the Texas Public Information Act (Texas Government Code Chapter 552).

If the Contractor is not a state agency, institution of higher education or other governmental entity, then the Contractor is required to make any information created or exchanged with the state pursuant to a contract, which is not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

ARTICLE IX RECORDS RETENTION

Section 9.01 Retention.

a. Contractor shall retain and preserve records in accordance with applicable state and federal statutes, rules and regulations. At a minimum, Contractor shall maintain all records, including but not limited to financial that are generated or collected by Contractor under the provisions of this Contract for a period of four years after the termination of this Contract.

b. If the federal retention period for services are funded through Medicaid is more than four years, then the Contractor will retain the records for longer period of time.

c. Contractor shall retain all records pertaining to this Contract that are the subject of litigation or an audit until the litigation has ended or all questions pertaining to the audit are resolved.

d. Contractor shall retain medical records in accordance with 22 TAC §165.1(b) or other applicable statutes, rules and regulations governing medical information.

e. Contractor shall include this provision concerning records retention in any subcontract it awards.

f. Contractor ceases business operations, it shall ensure that records relating to this Contract are securely stored and are accessible by the Department upon Department's request for at least four years from the date Contractor ceases business or from the date this Contract terminates, whichever is sooner.

g. Contractor shall provide, and update as necessary, the name and address of the party responsible for storage of records to the contract manager assigned to this Contract.

ARTICLE X ACCESS, INSPECTION AND AUDIT OF RECORDS

Section 10.01 Access and Inspection. In addition to any right of access arising by operation of law, Contractor and any of Contractor's affiliate or subsidiary organizations or subcontractors shall permit the Department or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including the Comptroller General of the United States, the Office of the Inspector General at HHSC (OIG) and the State Auditor's Office (SAO) or any of their successor agencies, unrestricted access to and the right to examine any site where business is conducted or client services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If deemed necessary by the Department or the OIG, for the purpose of investigation or hearing, Contractor shall produce original documents related to this Contract. The Department and HHSC shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings.

Contractor shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any subcontract it awards.

Section 10.02 State Auditor's Office. Contractor shall, upon request, make all records, books, papers, documents, or recordings related to this Contract available for inspection, audit, or reproduction during normal business hours to any authorized representative of the SAO. Contractor understands that the acceptance of funds under this Contract acts as acceptance of the authority of the SAO, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor shall cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested, and providing access to any information the SAO considers relevant to the investigation or audit. The SAO's authority to audit funds shall apply to Contract funds disbursed by Contractor to its subcontractors, and Contractor shall include this provision concerning the SAO's authority to audit and the requirement to cooperate, in any subcontract Contractor awards.

Section 10.03 Responding to Deficiencies. Any deficiencies identified by DSHS or HHSC upon examination of Contractor's records or during an inspection of Contractor's site shall be conveyed in writing to Contractor. Contractor shall submit, by the date prescribed by DSHS, a resolution to the deficiency identified in a site inspection, program review or management or financial audit to the satisfaction of DSHS or, if directed by DSHS, a corrective action plan to document and resolve the deficiency. A DSHS or HHSC determination of either an inadequate or inappropriate resolution of the findings may result in contract remedies or sanctions under the Breach of Contract and Remedies for Non-Compliance (See Article XV).

ARTICLE XI REPORTING REQUIREMENTS

Section 11.01 Child Abuse Reporting Requirement. This section applies to mental health and substance abuse contractors and contractors for the following public health programs:

a. Human Immunodeficiency Virus/Sexually Transmitted Diseases (HIV/STD);
b. Family Planning;
c. Primary Health Care;
d. Maternal and Child Health; and
e. Women, Infants and Children (WIC) Nutrition Services.

All Contractors shall comply with child abuse reporting guidelines and requirements in Texas Family Code Chapter 261 relating to investigations of reports of child abuse and neglect.

Contractor shall develop, implement and enforce a written policy that includes at a minimum the Department's Child Abuse Screening, Documenting, and Reporting Policy for Contractors/Providers and train all staff on reporting requirements.

Contractor shall use the DSHS Child Abuse Reporting Form located at www.dshs.state.tx.us/childabusereporting as required by the Department. Contractor shall retain reporting documentation on site and make it available for inspection by DSHS.

This section is in addition to and does not supersede any other legal obligation of the Contractor to report child abuse.

Section 11.02 Significant Incidents. In addition to notifying the appropriate authorities, Contractor shall report to the contract manager assigned to the Contract significant incidents involving substantial disruption of Contractor's program operation or affecting or potentially affecting the health, safety or welfare of Department funded clients or participants within 72 hours of discovery.

Section 11.03 Litigation.
Contractor shall notify the contract manager assigned to this Contract of litigation related to or affecting this Contract and to which Contractor is a party within seven calendar days of becoming aware of such a proceeding. This includes, but is not limited to an action, suit or proceeding before any court or governmental body, which includes but is not limited to environmental and civil rights matters, professional liability and employee litigation. Notification must include the names of the parties, nature of the litigation and remedy sought, including amount of damages, if any.

Section 11.04 Contract or License Action Against the Contractor.
Contractor shall notify the contract manager assigned to the contract if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within three working days of the suspension or termination. Such notification must include the:

a. Reason for such action;
b. Name and contact information of the local, state or federal department or agency or entity;
c. Date of the contract;
d. Date of suspension or termination; and
e. Contract or case reference number.

If Contractor has surrendered its license or has had its license suspended or revoked by any local, state or federal department or agency or non-profit entity, it shall disclose this information within three working days of the surrender, suspension or revocation to the contract manager assigned to the Contract by submitting a one-page description that includes the:

a. Reason for such action;
b. Name and contact information of the local, state or federal department or agency or entity;
c. Date of the license action; and
d. License or case reference number.

Section 11.05 Insolvency. Contractor shall notify in writing the contract manager assigned to the Contract of Contractor's insolvency, incapacity or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission (TWC) within three working days of the date of determination that Contractor is insolvent or incapacitated or the date Contractor discovered an unpaid obligation to the IRS or TWC. The Contractor shall also notify in writing the contract manager assigned of its plan to seek bankruptcy protection within three working days of such action by Contractor.

Section 11.06 Performance Malfeasance. Contractor shall report to the contract manager assigned to the Contract any knowledge of debarment, suspected fraud or unlawful activity related to performance under this Contract. Contractor shall make such report no later than three working days from the date that Contractor has

knowledge or reason to believe such activity has taken place. Additionally, if this Contract is federally funded by the Department of Health and Human Services (HHS), Contractor shall report any credible evidence that a principal, employee, subcontractor or agent of Contractor, or any other person, has submitted a false claim under the False Claims Act (31 U.S.C. §§3729-3733) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Contractor shall make this report to the SAO at http://sao.fraud.state.tx.us, and to the HHS Office of Inspector General at http://www.oig.hhs.gov/fraud/hotline/ no later than three working days from the date that Contractor has knowledge or reason to believe such activity has taken place.

Section 11.07 Criminal Activity and Disciplinary Action.

a. Contractor affirms that Contract nor any no person who has an ownership or controlling interest in the organization or who is an agent or managing employee of the organization has been placed on community supervision, received deferred adjudication, is presently indicted for or has been convicted of a criminal offense related to any financial matter, federal or state program or felony sex crime.

b. Contractor shall report in writing the contract manager assigned to the Contract, no later than three working days from the date that Contractor has knowledge or reason to believe such activity has taken place, if it has reason to believe Contractor, or a person with ownership or controlling interest in the organization or who is an agent or managing employee of the organization, an employee or volunteer of Contractor, or a subcontractor providing services under this Contract has engaged in any activity that:

    1. Would constitute a criminal offense equal to or greater than a Class A misdemeanor;
    2. Reasonably would constitute grounds for disciplinary action by a state or federal regulatory authority;

c. Has been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime. Contractor shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by DSHS.

Section 11.08 Retaliation Prohibited. Contractor shall not retaliate against any person who reports a violation of, or cooperates with an investigation regarding, any applicable law, rule, regulation or standard to the Department, another state agency, or any federal, state or local law enforcement official.

Section 11.09 Documentation. Contractor shall maintain appropriate documentation of all notices and reporting to DSHS as required under these General Provisions or this Contract.

ARTICLE XII ASSURANCES AND CERTIFICATIONS

Section 12.01 Certification. Contractor certifies by execution of this Contract to the following and will include such in all of its subcontracts:

a. It is not disqualified under 2 CFR § 376.935 or ineligible for participation in federal or state assistance programs;
b. Neither it, nor its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency in accordance with 2 CFR Parts 376 and 180 (parts A-I), 45 CFR Part 76 (or comparable federal regulations);

c. It has not knowingly failed to pay a single substantial debt or a number of outstanding debts to a federal or state agency;
d. It is not subject to an outstanding judgment in a suit against Contractor for collection of the balance of a debt;
e. It is in good standing with all state and/or federal agencies that have a contracting or regulatory relationship with Contractor;
f. That no person who has an ownership or controlling interest in Contractor or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any program established under Medicare, Medicaid, or a federal block grant;
g. Neither it, nor its principals have within the three year period preceding this Contract, has 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 private or public (federal, state or local) transaction or contract under a private or public transaction, violation of federal or state antitrust statutes (including those proscribing price-fixing between competitors, allocation of customers between competitors and bid-rigging), or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or false claims, tax evasion, obstruction of justice, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of Contactor or its principals;
h. Neither it, nor its principals is presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with the commission of any of the offenses in subsection (g) above; and
i. Neither it, nor its principals within a three year period preceding this Contract has had one or more public transaction (federal, state or local) terminated for cause or default.

Where Contractor is unable to certify to any of the statements in this Article, Contractor shall submit an explanation to the contract manager assigned to the Contract. Also, if Contractor's status with respect to the items certified in this Article changes during the term of this Contract, Contractor shall immediately notify the contract manager assigned to the Contract.

Section 12.02 Child Support Delinquencies. As required by Texas Family Code § 231.006, a child support obligor who is more than 30 calendar days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property materials, or services or receive a state-funded grant or loan. If applicable, Contractor shall maintain its eligibility to receive payments under this Contract, certifies that it is not ineligible to receive the payments specified in this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

Section 12.03 Authorization. Contractor certifies that it possesses legal authority to contract for the services described in this Contract and if applicable, a resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the binding of the organization under this Contract including all understandings and assurances contained in this Contract, and directing and authorizing the person identified as the authorized representative of Contractor to act in connection with this Contract and to provide such additional information as may be required.

Section 12.04 Gifts and Benefits Prohibited. Contractor certifies that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, present or future employment, gift, loan, gratuity, special discount, trip, favor, service or anything of monetary value to a DSHS or HHSC official or employee in connection with this Contract.

Section 12.05 Ineligibility to Receive the Contract.

a. Pursuant to Texas Government Code § 2155.004 and federal law, Contractor is ineligible to enter into this Contract with the Department if this Contract includes financial participation by a person who received compensation from DSHS to participate in developing, drafting or preparing the specifications, requirements, statement of work or Solicitation Document on which this Contract is based. Contractor certifies that neither Contractor nor its employees nor anyone acting for Contractor has received compensation from DSHS for participation in the developing, drafting or preparation of specifications, requirements or statements of work for this Contract or in the Solicitation Document associated with this Contract.

b. Pursuant to Texas Government Code §§ 2155.006 and 2261.053, Contractor is ineligible to enter into this Contract, if Contractor or any person who would have financial participation in this Contract has been convicted of violating federal law or been assessed a federal civil or administrative penalty, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005.

c. Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract under Texas Government Code §§ 2155.004, 2155.006 or 2261.053 and acknowledges that this Contract may be terminated and payment withheld if these certifications are inaccurate.

Section 12.06 Antitrust. Pursuant to 15 USC Sec. 1, et seq., and Texas Business & Commerce Code § 15.01, et seq. Contractor certifies that neither Contractor nor anyone acting for Contractor has violated the antitrust laws of this state or federal antitrust laws nor communicated directly or indirectly regarding a bid made to any competitor or any other person engaged in Contractor's line of business for the purpose of substantially lessening competition in such line of business.

ARTICLE XIII GENERAL BUSINESS OPERATIONS OF CONTRACTOR

Section 13.01 Program Site. Contractor shall provide services only in locations that are in compliance with all applicable local, state and federal zoning, building, health, fire and safety standards.

Section 13.02 Historically Underutilized Businesses (HUBs). If Contractor was not required to submit a HUB subcontracting plan and if subcontracting is permitted under this Contract, Contractor is encouraged to make a good faith effort to consider subcontracting with HUBs in accordance with Texas Government Code Chapter 2161 and 34 TAC § 20.14 et seq. Contractors may obtain a list of HUBs at http://www.window.state.tx.us/procurement/prog/hub. If Contractor has filed a HUB subcontracting plan, the plan is incorporated by reference in this Contract. If Contractor desires to make a change in the plan, Contractor must obtain prior approval of the revised plan from the Department's HUB Coordinator before proposed changes shall be effective under this Contract.

Contractor shall make a good faith effort to subcontract with HUBs during the performance of this Contract and shall report HUB subcontract activity to the Department's HUB Coordinator by the 15th day of each month for the prior month's activity, if there was any such activity in accordance with 34 TAC § 20.16(c).

Section 13.03 Buy Texas. Contractor shall purchase products and materials produced in Texas when the products and materials are available at a price and time comparable to products and materials produced outside of Texas as required by Texas Government Code § 2155.4441.

Section 13.04 Status of Subcontractors. Contractor shall require that all subcontractors certify that they

are/have:

a. In good standing with all state and federal funding and regulatory agencies;
b. Not currently debarred, suspended or otherwise excluded from participation in federal grant programs;
c. Not delinquent on any repayment agreements;
d. Not had a required license or certification revoked;
e. Not ineligible under the following sections of these.General Provisions: Ineligibility to Receive the Contract (Assurances and Certifications Article) or the Conflict of Interest or Transactions Between Related Parties sections (General Terms Article); and
f. Not had a contract terminated by the Department.

Contractors shall further require that subcontractors certify that they have not voluntarily surrendered within the past three years any license issued by the Department.

Section 13.05 Independent Contractor. Contractor is an independent contractor. Contractor shall direct and be responsible for the performance of its employees, subcontractors, joint venture participants or agents. Contractor is not an agent or employee of the Department or the State of Texas for any purpose whatsoever. For purposes of this Contract, Contractor acknowledges that its employees, subcontractors, joint venture participants or agents shall not be eligible for unemployment compensation from the Department or the State of Texas.

Section 13.06 Tax Liability. Contractor shall comply with all state and federal tax laws and is solely responsible for filing all required state and federal tax forms and making all tax payments. If the Department discovers that Contractor has a liability or has failed to remain current on a delinquent liability to the IRS, this Contract shall be subject to remedies and sanctions under this Contract, including immediate termination at the Department's discretion. If the Contract is terminated under this section, the Department shall not enter into a contract with Contractor for three years from the date of termination.

Section 13.07 Notice of Organizational Change. Contractor shall submit written notice to the contract manager assigned to the Contract within 10 business days of any change to Contractor's name, contact information, key personnel, organizational structure, such as merger, acquisition or change in form of business, legal standing or authority to do business in Texas.

A change in Contractor's name and certain changes in organizational structure require an amendment to this Contract in accordance with the amendment provisions in Article XIII.

Section 13.08 No Endorsement. Other than stating the fact that Contractor has a contract with DSHS, Contractor and its subcontractors are prohibited from publicizing the contractual relationship between Contractor and DSHS and from using the Department's name, logo or website link in any manner that is intended or that could be perceived as an endorsement or sponsorship by DSHS or the State of Texas of Contractor's organization, program, services or product, without the express written consent of DSHS.

Section 13.09 E-Verify System. By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

a. All persons employed to perform duties within Texas, during the term of the Contract; and
b. All persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Contract, within the United States of America.

ARTICLE XIV GENERAL TERMS

Section 14.01 Assignment. Contractor shall not transfer, assign, or sell its interest, in whole or in part, in this

Contract without the prior written consent of the Department.

Section 14.02 Lobbying.

a. Contractor shall comply with Texas Government Code § 556.0055, which prohibits contractors who receive state funds from using those funds to pay lobbying expenses. Further, Contractor shall not use funds paid under this Contract, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation or policy at any level of government, or to pay the salary or expenses of any person related to any activity designed to influence legislation, regulation, policy or appropriations pending before Congress or the state legislature, or for influencing or attempting to influence an officer or employee of any federal or state 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 contract or the extension, continuation, renewal, amendment, or modification of any contract (31 USC § 1352).

b. If at any time this Contract exceeds $100,000 of federal funds, Contractor shall file with the contract manager assigned to the Contract a declaration containing the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of Contractor in connection with this Contract, a certification that none of the funds provided by Department have been or shall be used for payment to lobbyists, and disclosure of the names of any and all registered lobbyists with whom Contractor has an agreement.

c. Contractor shall file the declaration, certification, and disclosure:

    1. At the time of application for this Contract;
    2. Upon execution of this Contract unless Contractor previously filed a declaration, certification, or disclosure form in connection with the award; and
    3. At the end of each calendar quarter in which any event occurs that materially affects the accuracy of the information contained in any declaration, certification, or disclosure previously filed. Contractor shall require any person who requests or receives a subcontract to file the same declaration, certification, and disclosure with the contract manager assigned to the Contract. Contractor shall include this provision in any subcontracts.

Section 14.03 Conflict of Interest. Contractor represents to the Department that it and its subcontractors, if any, do not have, nor shall Contractor or its subcontractors knowingly acquire or retain any financial or other interest that would conflict in any manner with the performance of their obligations under this Contract. Potential conflicts of interest include, but are not limited to, an existing or potential business or personal relationship between Contractor (or subcontractor), its principal (or a member of the principal's immediate family) or any affiliate or subcontractor and Department or HHSC, their commissioners, officers or employees, or any other entity or person involved in any way in any project that is the subject of this Contract.

Contractor shall establish safeguards to prohibit employees and subcontractors and their employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

If, at any time during the term of this Contract, Contractor or any of its subcontractors has a conflict of interest or potential conflict of interest, Contractor shall disclose the actual or potential conflict of interest to the contract manager assigned to the Contract within 10 days of when Contractor becomes aware of the existence of the actual or potential conflict of interest. Contractor shall require each of its subcontractors to report to Contractor any conflict of interest or potential conflict of interest the subcontractor has or may have within 10 days of when the subcontractor becomes aware of the actual or potential conflict of interest.

Section 14.04 Transactions Between Related Parties. Contractor shall identify and report to DSHS any transaction between Contractor and a related party that is part of the work that the Department is purchasing under this Contract before entering into the transaction or immediately upon discovery. A related party is a person or entity related to Contractor by blood or marriage, common ownership or any association that permits either to significantly influence or direct the actions or policies of the other. Contractor, for purposes of reporting transactions between related parties, includes the entity contracting with the Department under this Contract as well as the chief executive officer, chief financial officer and program director of Contractor.

Contractor shall submit to the contract manager assigned to the Contract the name, address and telephone number of the related party, how the party is related to Contractor and the work the related party shall perform under this Contract.

Contractor shall comply with Texas Government Code Chapter 573.

Contractor shall maintain records and supply any additional information requested by the Department, regarding a transaction between related parties, needed to enable the Department to determine the appropriateness of the transaction pursuant to applicable state or federal law, regulations or circulars, which may include 45 CFR § 74.42.

Section 14.05 Intellectual Property.

a. Texas Health and Safety Code §12.020 authorizes DSHS to protect intellectual property developed as a result of this Contract. "Intellectual property" is created property that may be protected under copyright, patent, or trademark/service mark law.

b. For purposes of this Contract, intellectual property prepared for DSHS use, or a work specially ordered or commissioned through a contract for DSHS use is a "work made for hire." DSHS owns works made for hire unless it agrees otherwise by contract. To the extent that title and interest to any such work may not, by operation of law, vest in DSHS, or such work may not be considered a work made for hire, Contractor irrevocably assigns the rights, title and interest therein to DSHS.

c. DSHS has the right to obtain and hold in its name any and all patents, copyrights, registrations or other such protections as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor shall give DSHS and the State of Texas, as well as any person designated by DSHS and the State of Texas, all assistance required to perfect the rights defined herein without charge or expense beyond those amounts payable to Contractor for goods provided or services rendered under this Contract.

   If federal funds are used to finance activities supported by this Contract that result in the production of intellectual property, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes:

   1. Copyright in any intellectual property developed under this Contract including any subcontract; and
   2. Any rights of copyright to which a Contractor purchases ownership with contract funds.

d. Any rights of copyright, service or trademarks or patents to which a grantee, subgrantee or a Contractor purchases ownership with contract funds

e. If the results of the contract performance are subject to copyright law, Contractor cannot publish those results without prior review and approval of DSHS. Contractor shall submit requests for review and approval to the contract manager assigned to the Contract.

Section 14.06 Other Intangible Property. At the conclusion of the contractual relationship between Department and Contractor, for any reason, Department shall have the sole ownership rights and interest in all non-copyrightable intangible property that was developed, produced or obtained by Contractor as a specific requirement under this Contract or under any grant that funds this Contract, such as domain names, URLs or software licenses with a value of $500 or more. Contractor shall cooperate with Department and perform all actions necessary to transfer ownership of such property to the Department or its designee, or otherwise affirm Department's ownership rights and interest in such property. This provision shall survive the termination or expiration of this Contract.

Section 14.07 Severability and Ambiguity. If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision shall be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions shall continue. The Parties represent and agree that the language contained in this Contract is to be construed as jointly drafted, proposed and accepted.

Section 14.08 Legal Notice. Except as otherwise provided in this Contract or General Provisions, any notice required or permitted to be given by the provisions of this Contract or General Provisions shall be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address specified by the Party to the other Party in writing or, if sent by certified mail, on the date of receipt.

Section 14.09 Successors. This Contract shall be binding upon the Parties and their successors and assignees, except as expressly provided in this Contract.

Section 14.10 Survivability of Terms. Termination or expiration of this Contract or a Contract for any reason shall not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed shall survive any such termination or expiration or remain to be performed, including but not limited to maintaining confidentiality of information and records retention.

Section 14.11 Customer Service Information. If requested, Contractor shall supply such information as required by the Department to comply with the provisions of Texas Government Code Chapter 2114 regarding Customer Service surveys.

Section 14.12 Amendment. All amendments to this Contract must be in writing and agreed to by both Parties. If a Contractor requests an amendment, it must be submitted in writing and include a justification for the request, to the contract manager assigned to the Contract.

Section 14.13 Contractor's Notification of Change of Contact Person or Key Personnel. Within ten calendar days shall notify in writing the contract manager assigned to the Contract of any change enumerated in the Contractor's Contact Personnel or Key Personnel, if included in their response to a solicitation document.

Section 14.14 Unilateral Amendment. The Department reserves the right to amend this Contract through execution of a unilateral amendment signed by the contract manager for this Contract and provided to the Contractor with ten days notice prior to execution of the amendment under the following circumstances to:

a. Correct an obvious clerical error in this Contract;
b. Incorporate new or revised federal or state laws, regulations, rules or policies; and

c. Change the name of the Contractor in order to reflect the Contractor's name as recorded by the Texas Secretary of State.

Section 14.15 Interim Extension Amendment.

a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.

b. DSHS/HHSC shall provide written notice of interim extension amendment to the Contractor under one of the following circumstances:

   1. Continue provision of services in response to a disaster declared by the governor; or
   2. To ensure that services are provided to clients without interruption.

c. DSHS will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.

d. Contractor will provide and invoice for services in the same manner that is stated in the Contract.

e. An interim extension under Section (b)(1) above shall extend the term of the contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.

f. An interim extension under Section (b)(2) above shall be a one-time extension for a period of time determined by HHS/DSHS.

Section 14.16 Immunity Not Waived. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY DEPARTMENT OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT DEPARTMENT OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

Section 14.17 Hold Harmless and Indemnification.
Contractor, as an independent contractor, agrees to hold Department, the State of Texas, individual state employees and officers, and the federal government harmless and to indemnify them from any and all liability, suits, claims, losses, damages and judgments, and to pay all costs, fees, and damages to the extent that such costs, fees, and damages arise from performance or nonperformance of Contractor, its employees, subcontractors, joint venture participants or agents under this Contract.

Section 14.18 Waiver. Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this Contract shall not constitute a waiver of either party's rights under this Contract.

Section 14.19 Electronic and Information Resources Accessibility and Security Standards.

a. **Applicability.**

   The following Electronic and Information Resources (EIR) requirements apply to the Contract because the Contractor performs services that include EIR that DSHS employees are required or permitted to access or members of the public are required or permitted to access.

   This Section does not apply to incidental uses of EIR in the performance of the Agreement, unless the Parties agree that the EIR will become property of the State of Texas or will be used by HHSC's clients or recipients after completion of the Agreement.

Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a Product.

b. **Definitions.**
For purposes of this Section:

"Accessibility Standards" means accessibility standards and specifications for Texas agency and institution of higher education websites and EIR set forth in 1 TAC Chapter 206 and/or Chapter 213.

"Electronic and Information Resources" means information resources, including information resources technologies, and any equipment or interconnected system of equipment that is used in the creation, conversion, duplication, or delivery of data or information. The term includes telephones and other telecommunications products, information kiosks, transaction machines, Internet websites, multimedia resources, and office equipment, including copy machines and fax machines.

"Electronic and Information Resources Accessibility Standards" means the accessibility standards for electronic and information resources contained in 1 Texas Administrative Code Chapter 213.

"Product" means information resources technology that is, or is related to, EIR.

"Web Site Accessibility Standards/ Specifications" means standards contained in Volume 1 Tex. Admin. Code Chapter 206(c) Accessibility Requirements.

Under Tex. Gov't Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, DSHS must procure Products and services that comply with the Accessibility Standards when those Products are available in the commercial marketplace or when those Products are developed in response to a procurement solicitation. Accordingly, Contractor must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.

c. **Evaluation, Testing, and Monitoring.**
   1. DSHS may review, test, evaluate and monitor Contractor's Products and services, as well as associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing.
   Neither the review, testing (including acceptance testing), evaluation or monitoring of any Product or service, nor the absence of review, testing, evaluation or monitoring, will result in a waiver of the State's right to contest the Contractor's assertion of compliance with the Accessibility Standards.

   2. Contractor agrees to cooperate fully and provide DSHS and its representatives timely access to Products, records, and other items and information needed to conduct such review, evaluation, testing, and monitoring.

d. **Representations and Warranties.**
   1. Contractor represents and warrants that:

      i. As of the Effective Date of the Contract, the Products and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the Agreement, unless and to the extent the Parties otherwise expressly agree in writing; and

ii. If the Products will be in the custody of the state or a DSHS client or recipient after the Contract expiration or termination, the Products will continue to comply with Accessibility Standards after the expiration or termination of the Contract Term, unless DSHS or its clients or recipients, as applicable, use the Products in a manner that renders it noncompliant.

2. In the event Contractor becomes aware, or is notified that the Product or service and associated documentation and technical support do not comply with the Accessibility Standards, Contractor represents and warrants that it will, in a timely manner and at no cost to DSHS, perform all necessary steps to satisfy the Accessibility Standards, including remediation, replacement, and upgrading of the Product or service, or providing a suitable substitute.

3. Contractor acknowledges and agrees that these representations and warranties are essential inducements on which DSHS relies in awarding this Contract.

4. Contractor's representations and warranties under this subsection will survive the termination or expiration of the Contract and will remain in full force and effect throughout the useful life of the Product.

c. **Remedies.**

1. Under Tex. Gov't Code § 2054.465, neither the Contractor nor any other person has cause of action against DSHS for a claim of a failure to comply with Tex. Gov't Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.

2. In the event of a breach of Contractor's representations and warranties, Contractor will be liable for direct, consequential, indirect, special, or liquidated damages and any other remedies to which DSHS may be entitled under this Contract and other applicable law. This remedy is cumulative of any other remedies to which DSHS may be entitled under this Contract and other applicable law.

Section 14.20 Force Majeure. Neither Party shall be liable for any failure or delay in performing all or some of its obligations, as applicable, under this Contract if such failure or delay is due to any cause beyond the reasonable control of such Party, including, but not limited to, extraordinarily severe weather, strikes, natural disasters, fire, civil disturbance, epidemic, war, court order or acts of God. The existence of any such cause of delay or failure shall extend the period of performance in the exercise of reasonable diligence until after the cause of the delay or failure no longer exists and, if applicable, for any reasonable period of time thereafter required to resume performance. A Party, within a period of time reasonable under the circumstances, must inform the other party as soon as practicable. This Party must also submit written notice with proof of receipt of the existence of a force majeure event or otherwise waive the right as a defense to non-performance.

Section 14.21 Cooperation and Communication.
Contractor shall cooperate with Department staff and as applicable, other DSHS contractors and shall promptly comply with requests from DSHS for information or responses to DSHS inquiries concerning Contractor's duties or responsibilities under this Contract.

Section 14.22 Insurance.
Contractor shall acquire and maintain for the duration of this Contract, insurance and with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the Contractor's industry or profession. Contractor must submit evidence of insurance as required under this Contract, including if requested a schedule of coverage or "underwriter's schedules" establishing to the satisfaction of DSHS the nature and extent of coverage granted by each such policy upon request by DSHS. In the event that any policy is determined to be deficient to comply with the terms of this Contract, Contractor shall

secure such additional policies or coverage as DSHS may reasonably request or that are required by law or regulation.

ARTICLE XV BREACH OF CONTRACT AND REMEDIES FOR NON-COMPLIANCE

Section 15.01 Actions Constituting Breach of Contract. Actions or inactions that constitute breach of contract include, but are not limited to, the following:

a. Failure to properly provide the services and/or goods purchased under this Contract;
b. Failure to comply with any provision of this Contract including failure to comply with all applicable statutes, rules or regulations;
c. Failure to pay refunds or penalties owed to the Department;
d. Failure to comply with a repayment agreement with Department or agreed order issued by the Department;
e. Discovery of a material misrepresentation in any aspect of Contractor's application or response to the Solicitation Document;
f. Any misrepresentation in the assurances and certifications in Contractor's application or response to the Solicitation Document or in this Contract; or
g. Contractor is on or is added to the Excluded Parties List System (EPLS).

Section 15.02 General Remedies and Sanctions. The remedies and sanctions in this section are available to the Department against Contractor and any entity that subcontracts with Contractor for provision of services or goods.

Additionally, HHSC OIG may investigate, audit and impose or recommend imposition of remedies or sanctions to Department for any breach of this Contract.

The Department may impose one or more remedies or sanctions for each item of noncompliance and shall determine remedies or sanctions on a case-by-case basis if Contractor breaches this Contract by failing to comply with one or more of the terms of this Contract, including but not limited to compliance with applicable statutes, rules or regulations, the Department may take one or more of the following actions:

a. Terminate this Contract by one of means provided in Article XVII. If applicable, notify Contractor of the opportunity to request a hearing on the termination pursuant to Texas Government Code Chapter 2105 regarding administration of Block Grants;
b. Suspend all or part of this Contract by notifying that the Contractor that DSHS is temporarily discontinue performance of all or a part of the Contract as provided for in Article XVII; as of the effective date of the suspension pending DSHS's determination to terminate, amend the Contract or permit the Contractor to resume performance. Contractor shall not bill DSHS for services performed during suspension, unless expressly authorized by the notice of suspension;
c. Use as a basis to deny additional or enter into future contracts with Contractor;
d. Temporarily withhold cash payments to Contractor for proper charges or pending resolution of issues of noncompliance with conditions of this Contract or indebtedness to the United States or to the State of Texas;
e. Permanently withhold cash payments by retaining funds billed by Contractor;
f. Request that Contractor be removed from the Centralized Master Bidders List (CMBL) or any other state bid list, and barred from participating in future contracting opportunities with the State of Texas;
g. Declare this Contract void upon the Department's determination that this Contract was obtained Fraudulently, or was illegal or invalid from this Contract's inception and demand repayment of any funds under this Contract;

h. Delay execution of a new contract or renewal with Contractor while other imposed or proposed sanctions are pending resolution;
i. Demand repayment from Contractor when it has been verified that Contractor has been overpaid for reasons such as payments are not supported by proper documentation or failure to comply with Contract terms;
j. Pursue a claim for damages as a result of breach of contract;
k. Require Contractor to prohibit any employee or volunteer of Contractor from performing under this Contract or having direct contact with DSHS-funded clients or participant, if the employee or volunteer has been indicted or convicted of the misuse of state or federal funds, fraud or illegal acts that are in contraindication to continued obligations under this Contract, as reasonably determined by DSHS;
l. Withhold any payment to Contractor to satisfy any recoupment imposed by DSHS and take repayment from funds available under this Contract in amounts necessary to fulfill Contractor's payment or repayment obligations;
m. Reduce the Contract term;
n. Recoup improper payments when Contractor has been overpaid for reasons such as payments are not supported by proper documentation, improper billing or failure to comply with Contract terms; and
o. Impose any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation or rule.

Section 15.03 Notice of Remedies or Sanctions.

a. Department shall formally notify Contractor in writing when a remedy or sanction is imposed, stating the nature of the remedies and sanction, the reasons for imposing them, the corrective actions, if any, that must be taken before the actions shall be removed and the time allowed for completing the corrective actions, and the method, if any, of requesting reconsideration of the remedies or sanctions imposed.

b. Other than in the case of repayment or recoupment, Contractor is required to file, within 15 calendar days of receipt of notice, a written response to Department acknowledging receipt of such notice.

c. If requested by the Department, the written response must state how Contractor shall correct the noncompliance by agreeing to a corrective action plan or demonstrate in writing that the findings on which the remedies or sanctions are based are either invalid or do not warrant the remedies or sanctions. If Department determines that a remedy or sanction is warranted, unless the remedy or sanction is subject to review under a federal or state statute, regulation, rule, or guideline, Department's decision is final. Department shall provide written notice to Contractor of Department's final decision.

d. If required by the Department, Contractor shall submit a corrective action plan for DSHS approval and take corrective action as stated in the plan approved by DSHS. If DSHS determines that repayment is warranted, DSHS shall issue a demand letter to Contractor for repayment. If full repayment is not received within the time limit stated in the demand letter, and if recoupment is available, DSHS shall recoup the amount due to DSHS from funds otherwise due to Contractor under this Contract.

Section 15.04 Emergency Action. In an emergency, Department may immediately terminate or suspend all or part of this Contract, temporarily or permanently withhold cash payments, deny future contract awards, or delay contract execution by delivering written notice to Contractor, by any verifiable method, stating the reason for the emergency action. An "emergency" is defined as Contractor is noncompliant and the noncompliance has a direct adverse effect on the public or client health, welfare or safety. The direct adverse effect may be programmatic and may include failing to provide services; providing inadequate services; or providing unnecessary services.

Whether Contractor's conduct or noncompliance is an emergency will be determined by Department on a case-by-case basis and will be based upon the nature of the noncompliance or conduct.

ARTICLE XVI CLAIMS AGAINST THE DEPARTMENT-NOTICE OF DISPUTE

Section 16.01 Breach of Contract Claim. The process for a breach of contract claim against the DSHS provided for in Texas Government Code Chapter 2260 and implemented in the rules at 25 TAC §§4.11-4.24 or as amended by DSHS, shall be used by DSHS and Contractor to attempt to resolve any breach of contract claim against DSHS.

Section 16.02 Notice. Contractor's claims for breach of this Contract that the Parties cannot resolve in the ordinary course of business must be submitted to the negotiation process provided in Chapter 2260 and 25 TAC or as amended. To initiate the process, Contractor shall submit written notice, as required by Subchapter B, to DSHS Office of General Counsel. The notice must specifically state that the provisions of Chapter 2260 are being invoked and comply with all the requirements in this Chapter and TAC. A copy of the notice must also be given to all other representatives of DSHS and Contractor.

Section 16.03 Performance Not Suspended. Neither the occurrence of an event nor the pendency of a notice of claim filed by the Contractor constitutes grounds for the suspension in whole or part of performance by Contractor.

ARTICLE XVII TERMINATION AND TEMPORARY SUSPENSION

Section 17.01 Expiration of Contract or Program Attachments.

a. Except as provided in the Survivability of Terms section of the General Terms Article, Contractor's service obligations stated in each Contract or Program Attachment shall end upon the expiration date of that Contract or Program Attachment unless extended or renewed by written amendment.

b. Prior to completion of the term of all Contracts or Program Attachments, all or a part of this Contract may be terminated with or without cause under this Article and in the Contract.

c. A Program Attachment's term cannot extend past the Contract term in its associated Contract.

Section 17.02 Effect of Termination or Expiration.

a. Upon termination of this Contract or Program Attachment, as applicable, Contractor shall cooperate with DSHS to the fullest extent possible to ensure the orderly and safe transfer of responsibilities under this Contract or Program Attachment, as applicable to DSHS or another entity designated by DSHS.

b. Upon termination of all or part of this Contract, Department and Contractor shall be discharged from any further obligation created under the applicable terms of this Contract or Program Attachment, as applicable, except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination and for Contractor's duty to cooperate with DSHS and, except as provided in the Survivability of Terms section of the General Terms Article.

c. Termination does not, however, constitute a waiver of any remedies for breach of this Contract.

Section 17.03 Termination or Temporary Suspension Without Cause.

a. Either Party may terminate this Contract or Program Attachment, as applicable with at least 30 calendar days prior written notice to the nonterminating Party.

b. If Contractor seeks to terminate a Contract that involves residential client services, Contractor shall give the Department at least 90 calendar days prior written notice and shall submit a transition plan to ensure client services are not disrupted.

c. The Parties can agree to terminate by mutual agreement.

DSHS may temporarily suspend or terminate this Contract or Program Attachment, as applicable if funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or HHSC agencies, amendments to the Appropriations Act, health and human services consolidations or any other disruption of current appropriated funding for this Contractor Program Attachment. Contractor shall be notified in writing of any termination or temporary suspension and of any cessation of temporary suspension. Upon notification of temporary suspension, Contractor will discontinue performance under the Contract as of the effective date of the suspension for the duration of the suspension.

Section 17.04 Immediate Termination. Department may immediately terminate this Contract or Program Attachment, as applicable, when, in the sole determination of Department, termination is in the best interest of the State of Texas.

Section 17.05 Termination For Cause. Department may terminate this Contract, in whole or in part, for breach of contract by providing 10 calendar days written notice to Contractor.

Section 17.06 Notice of Termination. Either Party may deliver written notice of intent to terminate by any verifiable method. Notice of termination is effective when it is received by the non-terminating party.

ARTICLE XVIII VOID, SUSPENDED AND TERMINATED CONTRACTS

Section 18.01 Void Contracts. Department may void this Contract upon determination that the award was obtained fraudulently or was otherwise illegal or invalid from its inception.

Section 18.02 Effect of Void, Suspended, or Involuntarily Terminated Contract. A Contractor who has been a party to a contract with DSHS that has been found to be void, is suspended or is terminated for cause is not eligible for any renewal or increase of funding for an existing contract or new contracts or renewals until in the case of suspension or termination the Department has determined that Contractor has satisfactorily resolved the issues underlying the suspension or termination. Additionally, if this Contract is found to be void any amount paid to the Contractor is subject to recoupment by DSHS.

Section 18.03 Appeals Rights for DSHS Funded Block Grants. Pursuant to Texas Government Code § 2105.302, after receiving notice from the Department of termination of a contract with DSHS funded by block grant funds, Contractor may request an administrative hearing under Texas Government Code Chapter 2001.

ARTICLE XIX CLOSEOUT

Section 19.01 Cessation of Services at Closeout. Upon expiration or termination of this Contract or Program Attachment, as applicable, Contractor shall stop providing services or the delivery of goods under this Contract and if necessary, shall cooperate with DSHS to the fullest extent possible to ensure the orderly and safe transfer of responsibilities under this Contract to DSHS or another entity designated by DSHS.

Contractor shall not bill DSHS for services performed or goods delivered after termination or expiration of Contract or Program Attachment.

Upon termination or expiration of this Contract or Program Attachment, Contractor shall immediately initiate Closeout activities described in this Article.

Section 19.02 Administrative Offset. The Department has the right to administratively offset amounts owed by Contractor against any invoice submitted for payment.

Section 19.03 Deadline for Closeout. Contractor shall submit all performance, and other Closeout reports required under this Contract within 45 calendar days after the Contract or Program Attachment, if applicable, has terminated.

Section 19.04 Payment of Refunds. Any funds paid to Contractor in excess of the amount to which Contractor is finally determined to be entitled under the terms of this Contract constitute a debt to the Department and shall result in a refund due, which Contractor shall pay within the time period established by the Department.

Section 19.05 Disallowances and Adjustments. The Closeout of this Contract or Program Attachment does not affect the Department's right to recover funds on the basis of a later audit or other review or Contractor's obligation to return any funds due as a result of later refunds, corrections or other transactions.

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ARTICLE XX DSHS GENERAL PROVISIONS

In addition to the terms and conditions in the Department of State Health Services (DSHS or Department) FY 2016 General Provisions (General Provisions), Contractor agrees to comply with these 2016 Federal Grant Subrecipient Additional Provisions.

ARTICLE XXI PROGRAM OPERATIONS

Section 21.01 Client Financial Eligibility.

Where applicable, Contractor shall use financial eligibility criteria, financial assessment procedures and standards developed by the Department to determine client eligibility.

Section 21.02 Contracts with Subrecipient and Vendor Subcontractors.

a. Contractor may enter into contracts with subrecipient subcontractors unless restricted or otherwise prohibited in the Contract or Program Attachment(s).

b. Prior to entering into a subrecipient agreement equaling or exceeding $100,000, Contractor shall obtain written approval from DSHS.

c. Contractor shall establish written policies and procedures for competitive procurement and monitoring of subcontracts and shall produce a subcontracting monitoring plan.

d. Contractor shall monitor subrecipient subcontractors for both financial and programmatic performance and shall maintain pertinent records that must be available for inspection by DSHS.

e. Contractor shall ensure that subcontractors are fully aware of the requirements placed upon them by state/federal statutes, rules, and regulations and by the provisions of this Contract.

f. Contracts with all subcontractors, whether vendor or subrecipient, must be in writing and include the following:
   1. Name and address of all parties and the subcontractor's Vendor Identification Number (VIN) or Employee Identification Number (EIN);
   2. Detailed description of the services to be provided;
   3. Measurable method and rate of payment and total not-to-exceed amount of the contract;
   4. Clearly defined and executable termination clause; and
   5. Beginning and ending dates that coincide with the dates of the Contract.

g. Contractor is responsible to DSHS for the performance of any subcontractor.

h. Contractor shall not contract with a subcontractor, at any tier, that is debarred, suspended, or excluded from or ineligible for participation in federal assistance programs or if the subcontractor would be ineligible under the Sections 12.05, 14.03 and 14.04 of the General Provisions.

Section 21.03 Incorporation of Terms in Subrecipient Subcontracts.

a. Contractor shall include in all its contracts with subrecipient subcontractors and solicitations for subrecipient subcontracts, without modification (except as required to make applicable to the subcontractor):
   1. Assurances and Certifications in Article XII of the General Provisions;
   2. Sections 14.03 and 14.04 of the General Provisions; and

3. A provision granting to DSHS, SAO, OIG, and the Comptroller General of the United States, and any of their representatives, the right of access to inspect the work and the premises on which any work is performed, and the right to audit the subcontractor in accordance with Article X of the General Provisions;

b. Each subrecipient subcontract contract must also include a copy of these General Provisions and a copy of the Statement of Work and any other provisions in the Program Attachment(s) applicable to the subcontract.

c. Contractor shall ensure that all written agreements with subrecipient subcontractors incorporate the terms of this Contract so that all terms, conditions, provisions, requirements, duties and liabilities under this Contract applicable to the services provided or activities conducted by a subcontractor are passed down to that subcontractor.

d. No provision of this Contract creates privity of contract between DSHS and any subcontractor of Contractor.

e. If a subcontractor is unable to certify (or status changes during contract term) to any of the statements in Sections 14.03 and 14.04, or any of the certifications stated in Article XII of the General Provisions, Contractor shall submit an explanation to the contract manager assigned to the Contract.

Section 21.04 Quality Management.

Contractor shall comply with quality management requirements as directed by the Department.

Section 21.05 Contractor's Notification of Change to Certain Contract Provisions.

The following changes may be made to this Contract without a written amendment or the Department's prior approval:

a. Cumulative budget transfers that do not exceed 25% among direct cost categories, other than the equipment category, of less than $100,000, provided that the total budget amount is unchanged (This subsection does not apply to contracts funded by funding sources that have different percentage requirements); and
b. Change in Contractor's share of the budget concerning non-DSHS funding other than program income and match, regardless of the amount of the change, provided that in changing the budget, Contractor is not supplanting DSHS funds.

Contractor within ten calendar days shall notify in writing the contract manager assigned to the Program Attachment of any change enumerated in this section, but the contract will not be amended.

Section 21.06 Responsibilities and Restrictions Concerning Governing Body, Officers and Employees.

a. Contractor and its governing body shall bear full responsibility for the integrity of the fiscal and programmatic management of the organization. This provision applies to all organizations, including Section 501(c) (3) organizations as defined in the Internal Revenue Service Code as not-for-profit organizations.

b. Each member of Contractor's governing body shall be accountable for all funds and materials received from Department. The responsibility of Contractor's governing body shall also include accountability for compliance with Department Rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through

self-evaluation and Department's monitoring processes. Contractor's governing body shall ensure separation of powers, duties, and functions of governing body members and staff.

c. No member of Contractor's governing body, or officer or employee of Contractor shall vote for, confirm or act to influence the employment, compensation or change in status of any person related within the second degree of affinity or the third degree of consanguinity (as defined in Texas Government Code Chapter 573) to the member of the governing body or the officer or any employee authorized to employ or supervise such person. This prohibition does not prohibit the continued employment of a person who has been continuously employed for a period of two years prior to the election, appointment or employment of the officer, employee, or governing body member related to such person in the prohibited degree. These restrictions also apply to the governing body, officers and employees of Contractor's subcontractors.

Section 21.07 Direct Operation.
At the Department's discretion, the Department may temporarily assume operations of a Contractor's program or programs funded under this Contract when the continued operation of the program by Contractor puts at risk the health or safety of clients and/or participants served by Contractor.

ARTICLE XXII PROGRAM EQUIPMENT AND SUPPLIES

Section 22.01 Equipment.
Equipment means tangible personal property having a useful lifetime of more than one year and a per-unit acquisition cost that exceeds the lesser of the capitalization level established by the of $5,000 or more. Contractors shall inventory all equipment, and report the inventory on the Contractors Property Inventory Form.

Contractor shall initiate the purchase of all equipment approved in writing by DSHS, in the first quarter of the Contract or Program Attachment term, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Program Attachment must be submitted to the contract manager assigned to this Contract.

Section 22.02 Equipment List.

a. All items of equipment to be purchased with funds under this Contract must be itemized in Contractor's equipment list as finally approved by the Department in the executed Contract. The equipment list must include:
   1. Description of the property;
   2. Serial number or other identification number;
   3. Source of funding for the property (including the Federal Assistance Identification Number);
   4. Who holds title,
   5. Acquisition date and cost of the property;
   6. Percentage of Federal participation in the project costs for the Federal award under which the property was acquired;
   7. Location use and condition of the property; and
   8. Any ultimate disposition data including the date of disposal and sale price of property. Any changes to the approved equipment list in the executed Contract must be approved in writing by Department prior to the purchase of equipment.

b. Contractor shall submit to the contract manager assigned to this Contact, a written description including complete product specifications and need justification prior to purchasing any item of

unapproved equipment. If approved, Department will acknowledge its approval by means of a written amendment.

Section 22.03 Supplies.

a. Supplies are defined as consumable items necessary to carry out the services under this Contract including medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, software, and any items of tangible personal property other than those defined as equipment above.

b. Tangible personal property includes controlled assets, including firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of $500 or more, but less than $5,000, which includes desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment are also considered Supplies.

c. Prior approval by DSHS of the purchase of Controlled Assets is not required, but such purchases must be reported on the Contractors Property Inventory Form as detailed under Section 22.04.

Section 22.04 Property Inventory and Protection of Assets.

Contractor shall maintain an inventory of equipment, supplies defined as controlled assets, and property described in Section 14.06 of the General Provisions and submit an annual cumulative report of the equipment and other property on Contractor's Property Inventory Report to the Department's Contract Oversight and Support Section, Mail Code 1326, P.O. Box 149347, Austin, Texas 78714-9347, no later than October 15th of each year. The report is located on the DSHS website at: http://www.dshs.state.tx.us/contracts/forms.shtm.

Contractor shall maintain, repair, and protect assets under this Contract to assure their full availability and usefulness.

If Contractor is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided or obtained under this Contract, Contractor shall use the proceeds to repair or replace those assets.

Section 22.05 Assets as Collateral Prohibited.

Contractors on a cost reimbursement payment method shall not encumber equipment purchased with Department funds without prior written approval from the Department.

ARTICLE XXIII PROGRAM FUNDS AND PAYMENTS

Section 23.01 Use of Funds.

Contractor shall expend Department funds only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

Section 23.02 Use for Match Prohibited.

Contractor shall not use funds provided through this Contract for matching purposes in securing other funding unless directed or approved by the Department in writing.

Section 23.03 Program Income.

a. Gross income directly generated from Department funds through a project or activity performed under a Contract and/or earned only as a result of this Contract during its term is considered program income.

b. Unless otherwise required under the terms of the grant funding this Contract, Contractor shall use the addition alternative, as provided in the Uniform Grant Management Standards, for the use of program income to further the program objectives of the state or federal statute that provided the authority of this Contract or its Program Attachment, and Contractor shall spend the program income on the same Project Attachment or Statement of Work project under which it was generated.

c. Contractor shall identify and report this income in accordance with Article IX of these General Provisions and the provisions in the Contract or its Program Attachment(s).

d. Contractor shall expend program income during the Program Attachment term and may not carry forward to any succeeding term. Contractor shall refund program income not expended in the term in which it is earned to DSHS.

e. DSHS may base future funding levels, in part, upon Contractor's proficiency in identifying, billing, collecting, and reporting program income, and in using it for the purposes and under the conditions specified in this Contract.

Section 23.04 Nonsupplanting.

Contractor shall not use funds from this Contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Contract but rather shall use funds from this Contract to supplement existing state or local funds currently available for a particular activity.

Contractor shall make a good faith effort to maintain its current level of support.

Contractor may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

Section 23.05 Payment Methods.

Section 5.01 of the General Provisions is replaced with the following:
Except as otherwise provided by the provisions of this Contract or its Program Attachment(s), the payment method for it will be cost reimbursement. This payment method is based on an approved budget in this Contract or its Program Attachment(s) and acceptable submission of a request for reimbursement.

Section 23.06 Financial Status Reports (FSRs). Except as otherwise provided in these General Provisions or in the terms of Contracts, if a contract has a categorical budget, Contractor shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Contract term for Department review and financial assessment. Contractor shall submit the final FSR no later than 45 calendar days following the end of the Contract term.

Section 23.07 Working Capital Advance.

If necessary, if allowed by law, and if permitted at DSHS sole discretion, Contractor's requests for an advance of funds shall be limited to the minimum amount needed for effective accomplishment of the Project under this Contract, and shall be timed as closely as possible to actual cash requirements. Contractor

shall establish procedures to minimize the time elapsing between the transfer of funds from DSHS to Contractor, and shall ensure that such funds are disbursed as soon as administratively possible.

Section 23.08 Condition Precedent to Requesting Payment.

Contractor shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting cash payments including any advance payments from Department.

Section 23.09 Management and Control Systems.

a. Contractor shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met during the term of the contract through the completion of the closeout procedures.

b. Contractor shall develop, implement, and maintain financial management and control systems that meet or exceed the requirements of UGMS. Those requirements and procedures include, at a minimum, the following:

1. Financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs;
2. Financial management systems that include accurate accounting records that are accessible and identify the source and application of funds provided under each Program Attachment of this Contract, and original source documentation substantiating that costs are specifically and solely allocable to a Contract and its Program Attachment and are traceable from the transaction to the general ledger;
3. Effective internal and budgetary controls;
4. Comparison of actual costs to budget; determination of reasonableness, allowableness, and allocability of costs;
5. Timely and appropriate audits and resolution of any findings;
6. Billing and collection policies; and
7. Mechanism capable of billing and making reasonable efforts to collect from clients and third parties.

Section 23.10 Effect of Grant Close Out.

Contractor must submit all requests for reimbursement prior to the date of the closure of the grant. DSHS may reject any request for reimbursement submitted after closure of the grant.

ARTICLE XXIV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

Section 24.01 Allowable Costs.

a. Except as provided by Section 23.06, DSHS will reimburse Contractor for services satisfactorily performed, and sufficiently documented for allowable costs.

b. Contractor must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract.

c. DSHS will determine whether costs submitted by Contractor are allowable and eligible for reimbursement.

d. If DSHS has paid funds to Contractor for unallowable or ineligible costs, DSHS will notify Contractor in writing, and Contractor shall return the funds to DSHS within 30 calendar days of the date of this written notice.

e. DSHS may withhold all or part of any payments to Contractor to offset reimbursement for any unallowable or ineligible expenditures that Contractor has not refunded to DSHS, or if financial status report(s) are not submitted by the due date(s). DSHS may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Contractor's repayment obligations.

Applicable Cost principles, Audit requirements and Administrative Requirements

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	OMB Circular A-87 (2 CFR, Part 225)	OMB Circular A-133 and UGMS	UGMS, OMB Circular A-102, and applicable Federal awarding agency common rule
Educational Institutions	OMB Circular A-21 (2 CFR, Part 220)	OMB Circular A-133	OMB Circular A-110 (2 CFR, Part 215) and applicable Federal awarding agency common rule; and UGMS, as applicable
Non-Profit Organizations	OMB Circular A-122 (2 CFR, Part 230)	OMB Circular A-133 and UGMS	UGMS; OMB Circular A-110 (2 CFR, Part 215) and applicable Federal awarding agency common rule
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	OMB Circular A-133 and UGMS	UGMS and applicable Federal awarding agency common rule

A chart of applicable Federal awarding agency common rules is located through a weblink on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict. The Contract will specify appropriate grant guidance.

Section 24.02 Property Acquisitions.

Department funds must not be used to purchase buildings or real property. Any costs related to the initial acquisition of the buildings or real property are not allowable.

Section 24.03 Cost Allocation Plan.

a. Contractor shall implement and follow the applicable Cost Allocation Plan.

b. Contractor shall submit a Cost Allocation Plan on the format provided by DSHS to the Department's Contract Oversight and Support Section, at Mail Code 1326, P.O. Box 149347, Austin, Texas 78714-9347, or by email to: coscap@dshs.state.tx.us no later than the 60th calendar day after the effective date of the Contract, except when a Contractor has a current Cost Allocation Plan on file with the Department. If Contractor's plan is the same as the plan previously submitted to DSHS, by signing this Contract, Contractor certifies that its current Cost Allocation Plan for the current year is the same as the plan previously submitted.

c. If the Cost Allocation Plan changes during the Contract term, Contractor shall submit a new Cost Allocation Plan to the Contract Oversight and Support Section within 30 calendar days after the effective date of the change.

Section 24.04 Overtime Compensation.

Except as provided in this section, Contractor shall be responsible for any obligations of premium overtime pay due employees. Premium overtime pay is defined as any compensation paid to an individual in addition to the employee's normal rate of pay for hours worked in excess of normal working hours.

Funds provided under this Contract may be used to pay the premium portion of overtime only under the following conditions:

a. With the prior written approval of DSHS;
b. Temporarily, in the case of an emergency or an occasional operational bottleneck;
c. When employees are performing indirect functions, such as administration, maintenance, or accounting;
d. In performance of tests, laboratory procedures, or similar operations that are continuous in nature and cannot reasonably be interrupted or otherwise completed; or
e. When lower overall cost to DSHS will result.

Section 24.05 Independent Single or Program-Specific Audit.

a. If Contractor within Contractor's fiscal year expends a total amount of at least $750,000 in federal funds awarded, Contractor shall have a single audit or program-specific audit in accordance with the 2 CFR § 200.501. The $750,000 federal threshold amount includes federal funds passed through by way of state agency awards.

b. If Contractor within Contractor's fiscal year expends a total amount of at least $500,000 in state funds awarded, Contractor must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular.

c. For-profit Contractors whose expenditures meet or exceed the federal and/or state expenditure thresholds stated above shall follow the guidelines in 2 CFR § 200.501 or UGMS, as applicable, for their program-specific audits.

d. The HHSC Office of Inspector General (OIG) will notify Contractor to complete the Single Audit Status Registration Form.

e. If Contractor fails to complete the Single Audit Status Form within 30 calendar days after notification by OIG to do so, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract.

f. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS, which is accessible through a web link on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm.

g. Contractor shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS. Contractor, unless Contractor is a state governmental entity, shall competitively re-procure independent single audit services at least every six years.

Section 24.06 Submission of Audit.

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program- Specific Audit section, Contractor shall submit one copy to the Department's Contract Oversight and Support Section, and one copy to the OIG, at the following addresses:

Department of State Health Services
Contract Oversight and Support, Mail Code 1326
P.O. Box 149347
Austin, Texas 78714-9347

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to DSHS should be addressed as follows:
COSContractAdministration@dshs.state.tx.us

Electronic submission to HHSC should be addressed as follows:
Queenah.Teamah@hhsc.state.tx.us

If Contractor fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Contractor of an audit report, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract.

ARTICLE XXV INSURANCE AND BONDS

Section 25.01 Insurance.

In addition to the Insurance provision in Section 14.22 of the General Provisions, Contractor shall maintain insurance or other means of repairing or replacing assets purchased with Department funds.

Contractor shall repair or replace with comparable equipment any such equipment not covered by insurance that is lost, stolen, damaged or destroyed. If any insured equipment purchased with DSHS funds is lost, stolen, damaged or destroyed, Contractor shall notify the contract manager assigned to this Contract within 5 business days of learning of the loss, to obtain instructions whether to submit and pursue an insurance claim. Contractor shall use any insurance proceeds to repair the equipment or replace the equipment with comparable equipment or remit the insurance proceeds to DSHS.

Section 25.02 Fidelity Bond.

a. For the benefit of DSHS, Contractor is required to carry a fidelity bond or insurance coverage equal to the amount of funding provided under this Contract up to $100,000 that covers each employee of Contractor handling funds under this Contract, including person(s) authorizing payment of such funds.

b. The fidelity bond or insurance must provide for indemnification of losses occasioned by any fraudulent or dishonest act or acts committed by any of Contractor's employees, either individually or in concert with others, and/or failure of Contractor or any of its employees to perform faithfully his/her duties or to account properly for all monies and property received by virtue of his/her position or employment. The bond or insurance acquired under this section must include coverage for third party property.

c. Contractor shall notify, and obtain prior approval from, the DSHS Contract Oversight and Support Section before settling a claim on the fidelity bond or insurance.

Section 25.03 Liability Coverage.

For the benefit of DSHS, Contractor shall at all times maintain liability insurance coverage, referred to in Tex. Gov. Code § 2261.102, as "director and officer liability coverage" or similar coverage for all persons in management or governing positions within Contractor's organization or with management or governing authority over Contractor's organization (collectively "responsible persons"). This section applies to entities that are organized as non-profit corporations under the Texas Non-Profit Corporation Act; for-profit corporations organized under the Texas Business Corporations Act; and any other legal entity.

Contractor shall maintain copies of liability policies on site for inspection by DSHS and shall submit copies of policies to DSHS upon request. Contractor shall maintain liability insurance coverage in an amount not less than the total value of this Contract and that is sufficient to protect the interests of Department in the event an actionable act or omission by a responsible person damages Department's interests. Contractor shall notify, and obtain prior approval from, the DSHS Contract Oversight and Support Section before settling a claim on the insurance.

ARTICLE XXVI TERMINATION, BANKRUPTCY AND CLOSEOUT

Section 26.01 Final Budget

Contractor shall submit an actual Budget to DSHS no later than sixty (60) days after the contract termination date or at the conclusion of all contract activities, whichever occurs first. The Budget shall be in a format prescribed by DSHS and shall be accompanied by a report of all activities performed under this Contract.

Section 26.02 Bankruptcy.

In the event of bankruptcy, Contractor shall sever Department property, equipment, and supplies in possession of Contractor from the bankruptcy, and title must revert to Department. If directed by DSHS, Contractor shall return all such property, equipment and supplies to DSHS.

Contractor shall ensure that its subcontracts, if any, contain a specific provision requiring that in the event the subcontractor's bankruptcy, the subcontractor must sever Department property, equipment, and supplies in possession of the subcontractor from the bankruptcy, and title must revert to Department, who may require that the property, equipment and supplies be returned to DSHS.

Section 26.03 Title to Property.

At the expiration or termination of this Contact for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to Department. Title may be transferred to any other party designated by Department. The Department may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Contractor.

Section 26.04 Disposition of Property.

a. Contractor shall follow the procedures in the American Hospital Association's (AHA) "Estimated Useful Lives of Depreciable Hospital Assets" in disposing, at any time during or after the Contract term, of equipment purchased with the Department funds, except when federal or state statutory requirements supersede or when the equipment requires licensure or registration by the state, or when the acquisition price of the equipment is equal to or greater than $5,000.

b. All other equipment not listed in the AHA reference (other than equipment that requires licensure or registration or that has an acquisition cost equal to or greater than $5,000) will be controlled by the requirements of UGMS.

c. If, prior to the end of the useful life, any item of equipment is no longer needed to perform services under this Contract, or becomes inoperable, or if the equipment requires licensure or registration or had an acquisition price equal to or greater than $5,000, Contractor shall request disposition approval and instructions in writing from the contract manager assigned to this Contract.

d. After an item reaches the end of its useful life, Contractor shall ensure that disposition of any equipment is in accordance with Generally Accepted Accounting Principles, and any applicable federal guidance.

Section 26.05 Closeout of Equipment.

At the end of the term of a Contract that has no additional renewals or that will not be renewed (Closeout), or when a Contract is otherwise terminated, Contractor shall submit to the contract manager assigned to this, an inventory of equipment purchased with Department funds and request disposition instructions for such equipment.

All equipment purchased with Department funds must be secured by Contractor at the time of Closeout, or termination of this Contract, and must be disposed of according to the Department's disposition instructions, which may include return of the equipment to DSHS or transfer of possession to another DSHS contractor, at Contractor's expense.

ARTICLE XXVII NON-EXCLUSIVE LIST OF APPLICABLE LAWS

Where applicable, federal statutes and regulations, including federal grant requirements applicable to funding sources, will apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies, as well as Office of Management and Budget (OMB) Circulars (as codified in Title 2 of the Code of Federal Regulations), the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code Chapter 783, and Uniform Grant Management Standards (UGMS), as revised by federal circulars and incorporated in UGMS by the Comptroller of Public Accounts, Texas Procurement and Support Services Division. UGMA and UGMS can be located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm.

Contractor also shall comply with all applicable federal and state assurances contained in the Uniform Grant Management Standards. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, and the U.S. Health and Human Services Grants Policy Statement, both of which may be located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.

AI-52795

Fire Marshal's Office 14. A.

CC - REGULAR
Meeting Date: 01/05/2016
Submitted By: Glinda Pacheco, BUDGET & MANAGEMENT
Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Discussion and approval of the following 2016 Rural Emergency Service MOU Agreement(s) with:
1.) Linn San Manuel Fire Department Inc.
2.) Monte Alto Volunteer Fire Department

BACKGROUND

Form was submitted & approved by District Attorneys Office.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-422-20-300-015-0-841
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funds available in 2016.

FISCAL YEAR: 2016 ACCT. #: 6-1100-422-20-300-011-0-841
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funds available in 2016 budget.

Attachments

legal
mou
mou

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/29/2015 01:20 PM
Manuel Chapa	Manuel Chapa	12/29/2015 01:58 PM

Purchasing Department	Monica Badillo	01/01/2016 01:08 PM
Form Started By: Glinda Pacheco		Started On: 12/29/2015 10:27 AM
Final Approval Date: 01/01/2016		

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

Legal approval AI-52795

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Tue, Jan 05, 2016 08:45 AM

Subject : Legal approval AI-52795

To : 'Glinda Pacheco' <glinda.pacheco@co.hidalgo.tx.us>

Cc : 'Linda Fong' <linda.fong@auditor.co.hidalgo.tx.us>, 'Ray Eufracio' <ray.eufracio@auditor.co.hidalgo.tx.us>, 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>

Reply To : victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Pacheco,

As to the proposed agreements regarding Agenda Item AI-52795, our office reviewed the agreements and at this time approve as to the form of the agreements.

Respectfully,

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 292-7609 EXT. 8185
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

****
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****

Interlocal Cooperation Agreement between Linn- San Manuel Fire Department Inc. and County of Hidalgo, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the 5 day of **January,** by and between the COUNTY OF HIDALGO, TEXAS, hereafter called "County", and the **Linn-San Manuel Fire Department Inc.,** TEXAS, a Political Subdivision organized under state law, hereinafter called "Entity", is made under the authority of Chapter 791.001, Texas Government Code to be effective on the 1 day of **January, 2016**.

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

1.0 TERMS

1.1 This contract shall be for a period commencing on **January 1, 2016**, and shall terminate on **January 1, 2019**.

1.2 After **January 1, 2019**, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis, under the same fee(s), rate(s), term and conditions of this agreement, until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) day notice.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within fourteen (14) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (30) days upon receipt of invoice by County.

1.6 Commencing on the 1 day of **January** 2016 and on each anniversary of that date thereafter, the parties hereinafter agree to an annual increase as identified in (Exhibit "B").

2.0 DEFINITIONS

2.0 DEFINITIONS

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

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

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

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

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

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

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

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

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

HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT – any response to any incident at the first responder (awareness, and operations) level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification, low level containment / Mitigation, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

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

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

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

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

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

MUTUAL AID – A Primary Entity response to an emergency event where the situation is of such magnitude , either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response. This includes any element of public works that is called upon to help mitigate the emergency. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. Secondary entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a "Special Situation".

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

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

PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of

said product, whether by motor vehicle, pipeline or any other type of transport medium **EXCLUDING** propane tanks used for residential or commercial service (100lbs or under).

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

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

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

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

REGIONAL RESPONSE TEAM – response to any special situation to provide tactical rescue assistance and support for any first responder regardless of discipline. Regional Response Teams are based and maintained from the Lower Rio Grande Valley Development Council (LRGVDC) Homeland Security Association Committee (HSAC).

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

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

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

RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section3.2.

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

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

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

SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees. The Fire Chief shall seek authorization from the County Fire Marshal, or his representative, justifying the exigent circumstances for the response to the incident prior to responding to a special situation. If authorized by the County Fire Marshal and if the response by the Entity covers two or more operational periods, this fee may be charged per day, above and beyond any other fees.

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

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

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

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

VEHICLE FIRE -A working fire – upon arrival that involves any vehicle fire. (i.e. Semi-Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus or personal vehicle, car, truck, van).

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

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

WIRELINE INCIDENTS (All TYPES) – where the response is of such nature that there is a "downed-wire" or "low-hanging wire" or energized or with or without fire- and the responding Entity must standby and await the arrival of a utility company or responding Entity must remove, and or mitigate the non-emergency situation. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection or

any situation where there is no immediate danger to the public from an electrical wire, and the situation does not dictate immediate traffic control, or public redirection. Where the entity is not required to stand-by for the service company.

3.0 ENTITY RESPONSIBILITIES

3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "C". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 Entity hereby agrees to seek authorization from the County Fire Marshal **PRIOR** to responding to a call outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "B". Unless authorized by the County Fire Marshal, Entity and/or Rural Response District shall not be reimbursed for services rendered outside their designated geographical area.

3.4 Entity hereby agrees to provide the County Fire Marshal, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted. Unless this subsection is fully complied with, reimbursements shall not be granted.

3.5 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.6 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.7 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.8 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.9 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for its firefighters/emergency response personnel.

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

COUNTY RESPONSIBILITIES

4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 **ADMINISTRATION**

a. Administration of Fire Marshal's Office

b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.

c. Commercial Building Inspections

d. Fire Safety Inspections

e. Adult and Child Day Care Facility Inspections

f. Health Care Facility Inspections

g. Existing and New Construction Inspections

h. Implementation and Enforcement of the most current version of the International Fire Code.

i. Issuance and Regulation of Burn Permits in Rural County areas

j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.

k. Plat/Plan Reviews and approvals

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations

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

c. Provide Information and Reports

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

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

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.

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

c. Acquire and maintain equipment.

d. Conduct public education.

e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.

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

c. Shall determine if a Rural Response District may respond to a call outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C".

4.2.5 **RESPONSE**

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

b. Will respond to any major incidents.

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

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

e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section 3, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.

5.2 The County of Hidalgo and Entity agree that they will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their respective employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a condition precedent to receiving payments from the County. The Rural Emergency Service Incident Report form(s), and supporting documents as listed in Section 3.4 shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section 5.3.

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within fourteen (14) working days of receipt of invoices from Entity.

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

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

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

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

(6.1.4.I.)	**CATEGORY I**	**(CI)**	**Flat rate of $1,100.00 per incident.**
(6.1.4.II.)	**CATEGORY II**	**(CII)**	**Flat Rate of $ 550.00 per incident**
(6.1.4.III.)	**CATEGORY III**	**(CIII)**	**Flat Rate of $ 250.00 per incident.**

6.1.4.I. CATEGORY I. **A rate of $ 1,100.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **FIREFIGHTING STRUCTURAL / COMMERCIAL VEHICLE** (as primary department)

.2 **HAZARDOUS MATERIALS (TECHNICIAN LEVEL)**

.3 **MASS CASUALTY**

.4 **RESCUE CALLS**

.5 **VEHICULAR EXTRICATION**

.6 **PUBLIC WORKS RESPONSE**

.7 **REGIONAL MEDICAL RESPONSE TEAM**

.8 **SECONDARY CITY/ENTITY** (in place of primary department.)

.9 **SPECIAL SITUATIONS**

.10 **GRASS / BRUSH WILDLAND FIRE**

.11 **REGIONAL RESPONSE TEAM**

6.1.4.II. CATEGORY II. A rate of $ 550.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **MEDICAL CALL**

.2 **MUTUAL AID**

.3 **MOTOR VEHICLE ACCIDENT (PATIENT PACKAGING, SECURE VEHICLE)**

.4 **LAW ENFORCEMENT ASSISTANCE**

.5 **RECOVERY CALL – BODY**

.6 **TRAFFIC CONTROL**

.7 **WASH DOWN**

.8 **BEE ATTACK**

.9 **PETROLEUM BASED INCIDENT STANDBY**

.10 **WIRELINE INCIDENTS (ALL TYPES)**

6.1.4. III CATEGORY III. A Rate of $ 250.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **LANDING ZONE**

.2 **HAZARDOUS MATERIALS (AWARENESS/OPERATIONS LEVEL)**

.3 **FALSE ALARM CALL**

.4 **GOOD INTENT CALLS**

.5 **SERVICE CALLS**

.6 **RUBBISH FIRE(S)(AUTHORIZED/UNAUTHORIZED CONTROLLED FIRE, PRESCRIBED BURN)**

.7 **PALM TREE FIRE (NON-MOVING VEGITATION)**

7.0. ASSIGNMENT

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

8.0. AUDIT

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

9.0. MISCELLANEOUS

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

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

9.3 ENTIRE AGREEMENT – This agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or indirectly

or through any agent or representative), any representations or agreements in connection with this agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

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

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

If to Entity _____

_____

_____, Texas _____

If to County: County of Hidalgo
Ramon Garcia, County Judge
100 E. Cano St. 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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

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

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

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

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

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

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

9.12 IMMUNITIES. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

9.13 COMMITMENT of CURRENT REVENUES. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet 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).

9.14 MUTUAL INDEMNIFICATION. Without waiving its sovereign immunity, and to the extent provided by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

WITNESS THE HANDS OF THE PARTIES

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

LINN-SAN MANUEL FIRE DEPARTMENT INC.

_____ _____

By: **Date**

ATTEST:

_____

Board Secretary

COUNTY OF HIDALGO

_____ _____

Ramon Garcia, County Judge **Date**

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Office of Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

EXHIBIT "A"

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETED IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE :_____ ALARM TIME :_____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED:_____ SITUATION FOUND:_____

MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____

_____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION: _____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

OF PERSONNEL:_____ MILEAGE (ROUND TRIP):_____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS:

_____

_____

_____

INCIDENT COMMANDER: _____ REPORT PREPARED BY: _____

ESTIMATED $ LOSS: _____ ATTEST: _____
FIRE CHIEF

REIMBURSEMENT REQUESTED: _____$250.00 _____$550.00 _____$1,100.00

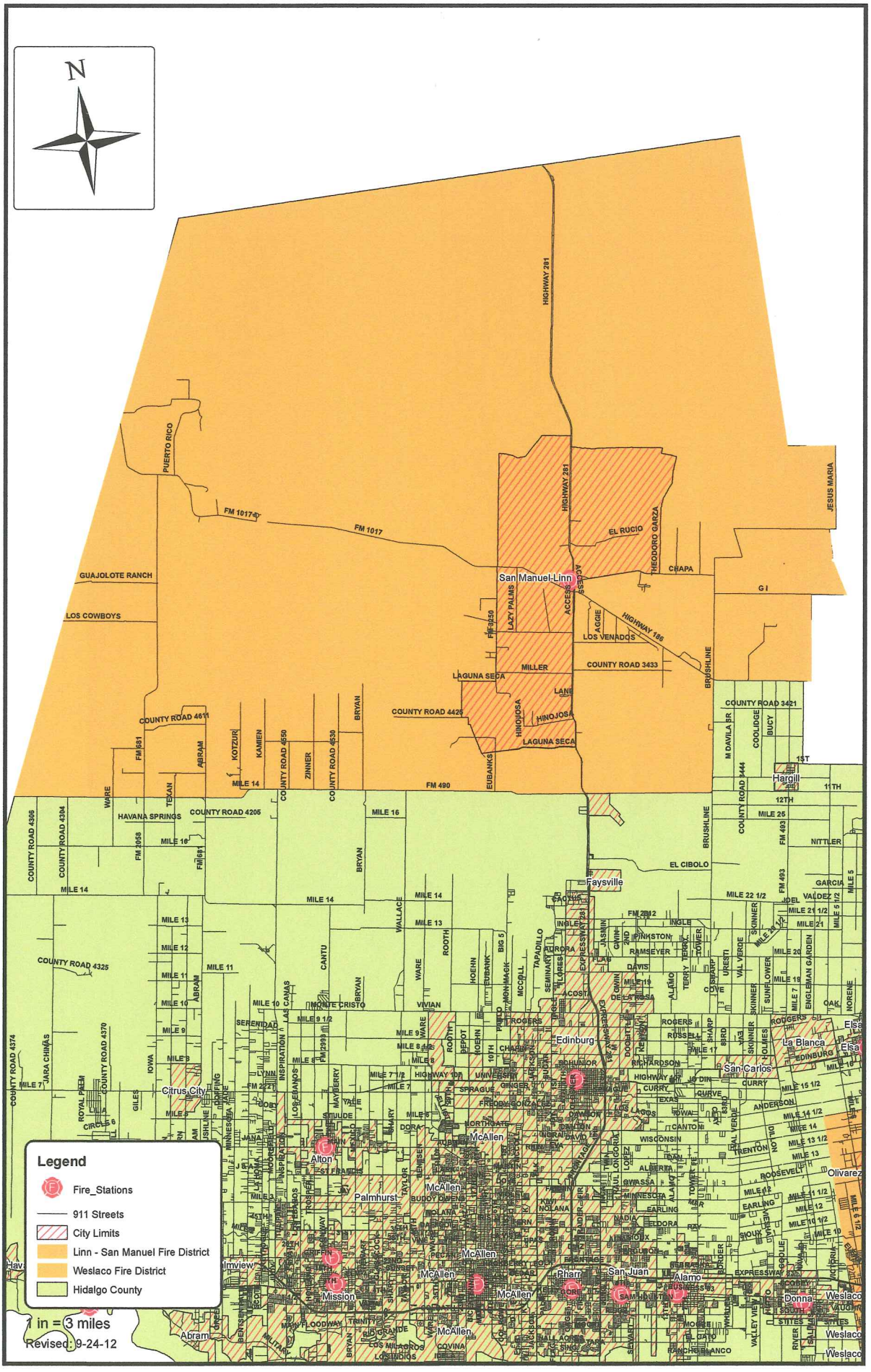
HCFMO Approval Amount: _____$250.00 _____$550.00 _____$1,100.00

EXHIBIT "B"

PAY OUT PLAN:			
	2016	**2017**	**2018**
CATEGORY I	$ 1,100	$ 1,250	$ 1,375
CATEGORY II	$ 550	$ 600	$ 665
CATEGORY II	$ 250	$ 275	$ 300

EXHIBIT "C"

Linn San Manuel Fire District



Interlocal Cooperation Agreement between the Monte Alto Volunteer Fire Department and the County of Hidalgo, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the 5 day of **January,** by and between the COUNTY OF HIDALGO, TEXAS, hereafter called "County", and the **Monte Alto Volunteer Fire Department,** TEXAS, a Political Subdivision organized under state law, hereinafter called "Entity", is made under the authority of Chapter 791.001, Texas Government Code to be effective on the 1 day of **January, 2016**.

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

1.0 TERMS

1.1 This contract shall be for a period commencing on **January 1, 2016**, and shall terminate on **January 1, 2019**.

1.2 After **January 1, 2019**, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis, under the same fee(s), rate(s), term and conditions of this agreement, until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) day notice.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within fourteen (14) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (30) days upon receipt of invoice by County.

1.6 Commencing on the 1 day of **January** 2016 and on each anniversary of that date thereafter, the parties hereinafter agree to an annual increase as identified in (Exhibit "B").

2.0 DEFINITIONS

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

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

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

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

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

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

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

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

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

HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT – any response to any incident at the first responder (awareness, and operations) level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification, low level containment / Mitigation, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

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

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

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

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

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

MUTUAL AID – A Primary Entity response to an emergency event where the situation is of such magnitude , either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response. This includes any element of public works that is called upon to help mitigate the emergency. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. Secondary entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a "Special Situation".

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

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

PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said

product, whether by motor vehicle, pipeline or any other type of transport medium **EXCLUDING** propane tanks used for residential or commercial service (100lbs or under).

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

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

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

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

REGIONAL RESPONSE TEAM – response to any special situation to provide tactical rescue assistance and support for any first responder regardless of discipline. Regional Response Teams are based and maintained from the Lower Rio Grande Valley Development Council (LRGVDC) Homeland Security Association Committee (HSAC).

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

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

RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of

property by any respective city or any incorporated area within Hidalgo County that does not provide its own emergency services or response.

RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section3.2.

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

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

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

SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees. The Fire Chief shall seek authorization from the County Fire Marshal, or his representative, justifying the exigent circumstances for the response to the incident prior to responding to a special situation. If authorized by the County Fire Marshal and if the response by the Entity covers two or more operational periods, this fee may be charged per day, above and beyond any other fees.

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

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

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

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

VEHICLE FIRE -A working fire – upon arrival that involves any vehicle fire. (i.e. Semi-Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus or personal vehicle, car, truck, van).

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

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

WIRELINE INCIDENTS (All TYPES) – where the response is of such nature that there is a "downed-wire" or "low-hanging wire" or energized or with or without fire- and the responding Entity must standby and await the arrival of a utility company or responding Entity must remove, and or mitigate the non-emergency situation. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection or any situation where there is no immediate danger to the public from an electrical wire, and the situation

does not dictate immediate traffic control, or public redirection. Where the entity is not required to stand-by for the service company.

3.0 ENTITY RESPONSIBILITIES

3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "C". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 Entity hereby agrees to seek authorization from the County Fire Marshal **PRIOR** to responding to a call outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "B". Unless authorized by the County Fire Marshal, Entity and/or Rural Response District shall not be reimbursed for services rendered outside their designated geographical area.

3.4 Entity hereby agrees to provide the County Fire Marshal, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted. Unless this subsection is fully complied with, reimbursements shall not be granted.

3.5 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.6 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use

those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.7 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.8 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.9 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for its firefighters/emergency response personnel.

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

COUNTY RESPONSIBILITIES

4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 **ADMINISTRATION**

a. Administration of Fire Marshal's Office

b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.

c. Commercial Building Inspections

d. Fire Safety Inspections

e. Adult and Child Day Care Facility Inspections

f. Health Care Facility Inspections

g. Existing and New Construction Inspections

h. Implementation and Enforcement of the most current version of the International Fire Code.

i. Issuance and Regulation of Burn Permits in Rural County areas

j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.

k. Plat/Plan Reviews and approvals

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations

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

c. Provide Information and Reports

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

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

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.

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

c. Acquire and maintain equipment.

d. Conduct public education.

e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.

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

c. Shall determine if a Rural Response District may respond to a call outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C".

4.2.5 **RESPONSE**

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

b. Will respond to any major incidents.

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

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

e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section 3, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.

5.2 The County of Hidalgo and Entity agree that they will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their respective employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of

insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a condition precedent to receiving payments from the County. The Rural Emergency Service Incident Report form(s), and supporting documents as listed in Section 3.4 shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section 5.3.

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within fourteen (14) working days of receipt of invoices from Entity.

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

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

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

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

(6.1.4.I.)	**CATEGORY I**	**(CI)**	**Flat rate of $1,100.00 per incident.**
(6.1.4.II.)	**CATEGORY II**	**(CII)**	**Flat Rate of $ 550.00 per incident**
(6.1.4.III.)	**CATEGORY III**	**(CIII)**	**Flat Rate of $ 250.00 per incident.**

6.1.4.I. CATEGORY I. A rate of $ 1,100.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **FIREFIGHTING STRUCTURAL / COMMERCIAL VEHICLE** (as primary department)

.2 **HAZARDOUS MATERIALS (TECHNICIAN LEVEL)**

.3 **MASS CASUALTY**

.4 **RESCUE CALLS**

.5 **VEHICULAR EXTRICATION**

.6 **PUBLIC WORKS RESPONSE**

.7 **REGIONAL MEDICAL RESPONSE TEAM**

.8 **SECONDARY CITY/ENTITY** (in place of primary department.)

.9 **SPECIAL SITUATIONS**

.10 **GRASS / BRUSH WILDLAND FIRE**

.11 **REGIONAL RESPONSE TEAM**

6.1.4.II. CATEGORY II. A rate of $ 550.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **MEDICAL CALL**

.2 **MUTUAL AID**

.3 **MOTOR VEHICLE ACCIDENT (PATIENT PACKAGING, SECURE VEHICLE)**

.4 **LAW ENFORCEMENT ASSISTANCE**

.5 **RECOVERY CALL – BODY**

.6 **TRAFFIC CONTROL**

.7 **WASH DOWN**

.8 **BEE ATTACK**

.9 **PETROLEUM BASED INCIDENT STANDBY**

.10 **WIRELINE INCIDENTS (ALL TYPES)**

6.1.4. III CATEGORY III. A Rate of $ 250.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **LANDING ZONE**

.2 **HAZARDOUS MATERIALS (AWARENESS/OPERATIONS LEVEL)**

.3 **FALSE ALARM CALL**

.4 **GOOD INTENT CALLS**

.5 **SERVICE CALLS**

.6 **RUBBISH FIRE(S)(AUTHORIZED/UNAUTHORIZED CONTROLLED FIRE, PRESCRIBED BURN)**

.7 **PALM TREE FIRE (NON-MOVING VEGITATION)**

7.0. ASSIGNMENT

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

8.0. AUDIT

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

9.0. MISCELLANEOUS

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

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

9.3 ENTIRE AGREEMENT – This agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or indirectly or through any agent or representative), any representations or agreements in connection with this agreement not specifically set forth herein. This Agreement may be modified or amended

only by agreement in writing executed. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

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

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

If to Entity _____

_____

_____, Texas _____

If to County: County of Hidalgo
Ramon Garcia, County Judge
100 E. Cano St. 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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

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

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

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

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

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

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

9.12 IMMUNITIES. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

9.13 COMMITMENT of CURRENT REVENUES. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet 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).

9.14 MUTUAL INDEMNIFICATION. Without waiving its sovereign immunity, and to the extent provided by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

WITNESS THE HANDS OF THE PARTIES

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

MONTE ALTO VOLUNTEER FIRE DEPARTMENT

_____ _____

By: **Date**

ATTEST:

_____

Board Secretary

COUNTY OF HIDALGO

_____ _____

Ramon Garcia, County Judge **Date**

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Office of Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

EXHIBIT "A"

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETED IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE :_____ ALARM TIME :_____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED:_____ SITUATION FOUND:_____

MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____

_____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION: _____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

OF PERSONNEL:_____ MILEAGE (ROUND TRIP):_____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS:

_____

_____

_____

INCIDENT COMMANDER: _____ REPORT PREPARED BY: _____

ESTIMATED $ LOSS: _____ ATTEST: _____
FIRE CHIEF

REIMBURSEMENT REQUESTED: _____$250.00 _____$550.00 _____$1,100.00

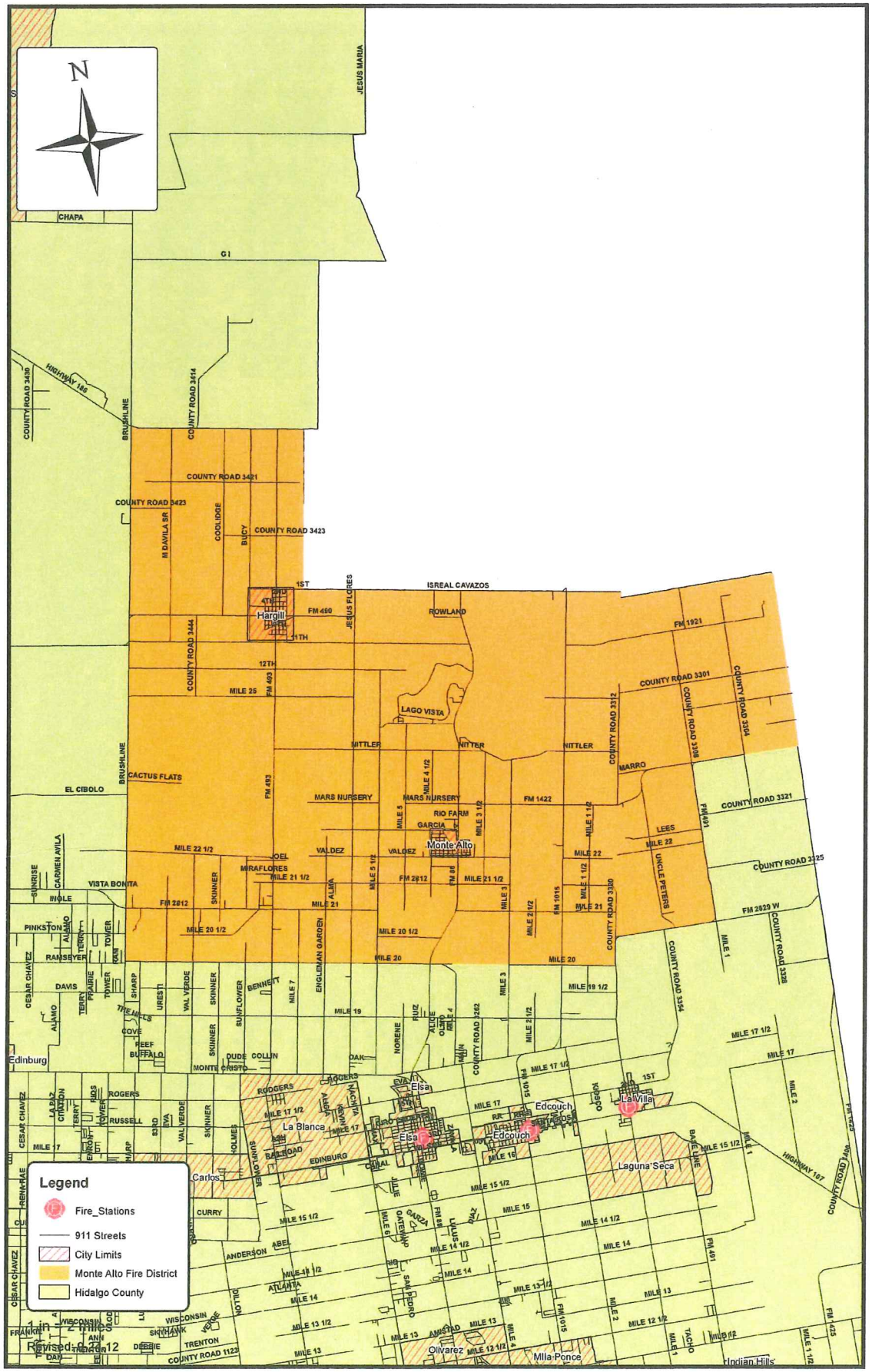
HCFMO Approval Amount: _____$250.00 _____$550.00 _____$1,100.00

EXHIBIT "B"

PAY OUT PLAN:			
	2016	2017	2018
CATEGORY I	$ 1,100	$ 1,250	$ 1,375
CATEGORY II	$ 550	$ 600	$ 665
CATEGORY II	$ 250	$ 275	$ 300

EXHIBIT "C"

Monte Alto Fire District



AI-52796 Urban County 15. A.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted For: Diana Serna, URBAN COUNTY Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program on behalf of the City of Hidalgo is requesting approval of extension of the 90 day bid expiration for the bids received on September 9, 2015 from E-Con Group, LLC.

BACKGROUND

On September 9, 2015, the County of Hidalgo Purchasing Department opened bids for the Hidalgo Non-Residential Historical Preservation Project. See attached letter of extension acceptance from lowest qualified bidder.

Fiscal Impact

Attachments

Backup Documentation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/30/2015 02:28 PM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Sandra Regalado Started On: 12/29/2015 10:42 AM

Final Approval Date: 01/01/2016

ENRIQUEZ CONSTRUCTION

December 22, 2015

Mr. Eddie Vela, AIA
EGV Architects, Inc.
220 S. Bridge St.
Hidalgo, Texas 78557

RE: 1886 Hidalgo County Courthouse Restoration

Dear Mr. Vela,

Econ Group, LLC is extending our original bid amount until January 19, 2016. Our subcontractors have verified that their proposals are still valid.

Base Bid	$1,700,000.00
Alternate #1	$ 63,000.00
Alternate #2	$ 46,200.00
Alternate #4	$ 85,844.00

If you have any questions, please call me at any time.

Sincerely,

Gilbert Enriquez
President

3025 SOUTH SUGAR ROAD
EDINBURG, TEXAS 78540
OFFICE (956) 259-8005
FAX (956) 259-8009

WWW.ECONGROUP.US

1100 NW LOOP 410, STE. 700
SAN ANTONIO, TEXAS 78213
OFFICE (210) 678-4571
FAX (210) 366-8741

AI-52818 Urban County 15. B.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted For: Diana Serna, URBAN COUNTY Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program on behalf of the City of Hidalgo is requesting consideration and action to award and enter into a construction contract with E-Con Group, LLC in the amount of $1,895,044.00. UCP funds in Years 23, 24, 25 and 26 (2010, 2011, 2012 and 2013) Non-Residential Historical Preservation line items will be used as well as funding from the City of Hidalgo.

BACKGROUND

The bid opening was held on September 9, 2015 and the lowest responsible bidder meeting all specifications and /or requirements is E-Con Group, LLC. The Project is for the reconstruction/restoration of the Old Hidalgo County Court House, a Historical Preservation Project. Please see attached letter of recommendation by the project engineer and contractor's general liability insurance. Project engineering firs is EGV Architects, Inc.

Contractor: E-Con Group, LLC

Contract Amount: $1,895,044.00

Available Funds:	$118,825.90	2010 Non-Res. Historical Preservation
	$278,900.00	2011 Non-Res. Historical Preservation
	$278,900.00	2012 Non-Res. Historical Preservation
	$278,900.00	2013 Non-Res. Historical Preservation
	$939,518.10	City of Hidalgo Funds
	$1,895,044.00	Total Funds Available

Fiscal Impact

Attachments

Backup Documentation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/30/2015 02:28 PM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Sandra Regalado Started On: 12/30/2015 01:26 PM

Final Approval Date: 01/01/2016

CONSTRUCTION CONTRACT

This Agreement entered into this **January 5, 2016** 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 **E-Con Group, LLC (a corporation)** (a partnership) (an individual) of **Edinburg,** 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:	**City of Hidalgo-Non-Residential Historical Preservation**
PROJECT No.:	**5010/11/12/13-35-1602-5000-3500-UCP-GVG**
PROJECT DESCRIPTION:	**Non-Residential Historical Preservation Project.**

heinafter called the project, for the sum of **($1,895,044.00) – One Million, Eight Hundred-Ninty-five Thousand and forty-four 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 **EGV Architects, 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 **(365) Three hundred Sixty-Five** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($250.00) Two hundred fifty 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.

Gilberto Enriquez, President

Name of Firm: E-Con Group, LLC

Address: 3025 South Sugar Road
Edinburg, TX 78541

Federal I.D./S.S.: 27-0567106

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the ___ day of _____, 20_____,

by _____, _____ of and on behalf of E-Con Group, LLC .
(title) **(a corporation)** ~~(a partnership) (an individual)~~

Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

Diana R. Serna , Director
Urban County Program

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: Stephen L. Crain
Date: July 12, 2012

EGV
ARCHITECTS, INC.

December 21, 2015

Ms. Diana R. Serna, UCP Director
Hidalgo County – Urban County Program
427 E. Duranta Ave.
Alamo, Texas 78516

RE: Restoration of 1886 Hidalgo County Courthouse
Hidalgo, Texas

Dear Ms. Serna,

Enclosed please find the Bid Tabulation for the bids received on Wednesday, September 9, 2015 for the referenced project. Five (5) bids were received.

After reviewing the bids with ***Urban County Program*** (UCP), **Texas Historical Commission** (THC), and the ***City of Hidalgo*** (City) on Tuesday, September 29, 2015, all parties have provided their respective reviews necessary to make a recommendation. We recommend award to the lowest responsive qualified bidder, ***E-Con Group, LLC*** of Edinburg, Texas for the total amount of **$1,895,044.** This amount includes **Base Bid** and **Alternates 1, 2 and 4**. The bid breakdown is as follows:

Base Bid	$ 1,700,000.00
Alternate No. 1 (flooring)	$ 63,000.00
Alternate No. 2 (lift)	$ 46,200.00
Alternate No. 4 (FSS)	$ 85,844.00
TOTAL CONTRACT AMOUNT	**$ 1,895,044.00**

Please note that this does not include deductive **Alternate #3** as the work (Cupola) under this alternate is included in the Base Bid. Please do not hesitate to contact us, if we may provide you with any additional information.

Sincerely,

EGV Architects, Inc.
Eduardo G. Vela, AIA
President

Cc: Tania Salgado, Project Reviewer, **Texas Historic Courthouse Preservation Program** (THCPP)
Julian Gonzalez, City Manager, **City of Hidalgo**
Teresa Fonseca, AIA, **STAR Consulting**

P.O. Box 8627 • 220 S. Bridge St. • Hidalgo, TX 78557
Tel: (956) 843-2987 • Fax: (956) 843-9726 • E-mail: edvela@flash.net

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: September 09,2015 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: Restoration of 1886 Hidalgo County Courthouse – City of Hidalgo

BID NO: 5010-35-1602-5000-3500-UCP-GVG | **PROCUREMENT SPECIALIST:**

RFB NO.	Name of Company	Base Bid	Alternate #1	Alternate #2	Alternate #3	Alternate #4	Addendum #1	Addendum #2	Bid Bond or Cahiers Check
1.	E-Con Group, LLC	$1,700,000.00	$63,000.00	$46,200.00	$128,000.00	$85,844.00	Acknowledged	Acknowledged	Included
2.	Holchemont, Ltd.	$1,853,000.00	$54,000.00	$50,000.00	$125,000.00	$45,000.00	Acknowledged	Acknowledged	Included
3.	SpawGlass Contractors	$1,875,000.00	$52,000.00	$55,000.00	$66,700.00	$48,000.00	Acknowledged	Acknowledged	Included
4.	Stoddard Construction Management Inc.	$2,211,000.00	$44,000.00	$55,000.00	$75,000.00	No Bid	Acknowledged	Acknowledged	Included
5.	JC Stoddard Construction Company	$2,400,000.00	$55,000.00	$25,000.00	$115,000.00	$77,00.00	Acknowledged	Acknowledged	Included
6.									
7.									

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/29/2015

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: Consuelo Cavazos, CISR PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733 E-MAIL ADDRESS: consuelo@mcafeeagency.com
INSURED E-Con Group, LLC P O Box 2999 Edinburg TX 78540	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Republic Underwriters Ins. Co. INSURER B: Texas Mutual Ins. Co. INSURER C: INSURER D: INSURER E: INSURER F:

CERTIFICATE NUMBER: 2015-2016 REVISION NUMBER:

COVERAGES

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:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
A	X ANY AUTO			BAP5549594 00	12/31/2015	12/31/2016	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							PIP-Basic	$ 2,500
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N					X PER STATUTE ☐ OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐	N/A	TSF0001112208	12/31/2015	12/31/2016	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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
2802 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

Robert R Garza/CO

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2015

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	San Juan Insurance Agency, Inc DBA Valley Ins Providers &/or Truckers Ins PO Drawer 3783 McAllen TX 78502-
CONTACT NAME:	NORMA PEREZ
PHONE (A/C, No, Ext):	(956)781-6663
FAX (A/C, No):	(956)702-7556
E-MAIL ADDRESS:	nperez@vip-ins.net
INSURED	E-CON GROUP LLC P. O. BOX 2999 EDINBURG TX 78539-

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : COLONY INSURANCE COMPANY	
INSURER B : COLONY INSURANCE COMPANY	29203
INSURER C : PROGRESSIVE INSURANCE	
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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X	X	103GL000176802-1	12/31/2015	12/31/2016	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 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS [X] SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			03427973	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			XS169947R1-1	12/31/2015	12/31/2016	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT 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
2802 S. HIGHWAY BUS 281
EDINBURG TX 78539-

CANCELLATION

AI 009325

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

J Young

Fax:( ) -

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AI-52769 Urban County 15. C.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted For: Diana Serna, URBAN COUNTY Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the City of Weslaco is requesting authority to purchase playground equipment for Cavazos Park. Purchase and installation will be made from Park Place Recreation Designs, Inc. (Contract # 423-13) an approved vendor through Hidalgo County's membership and participation with Buyboard. The total amount of Purchase is $47,387.55, utilizing FY 27 (2014) Weslaco Park, Recreational Facility Funds and the City of Weslaco Funds.

BACKGROUND

The playground equipment will be utilized at Cavazos Park- See attached quote.

Vendor:	Park Place Recreational Design, Inc.	
Purchase Amount:	**$47,387.55**	
Funds Available:	$46,846.17	FY 27 (2014) Park, Recreational Facility funds
	541.38	City of Weslaco Funds
Total Funds:	**$47,387.55**	

Fiscal Impact

Attachments

Backup Documentation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/30/2015 02:28 PM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Sandra Regalado Started On: 12/28/2015 10:54 AM

Final Approval Date: 01/01/2016

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM
Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase.
Use additional forms as needed.

Name of Cooperative: Buyboard **Person Contacted:** Bob Ahrens

Purchase #1 **Vendor Name:** Park Place Recreation Designs, Inc **Contract No. :** 423-13 **Phone:** 210 - 821 - 5878

Quantity	Description of Items	List Price per Unit	10% Discount	Total Amount
30	PK- RMULCH Shredded Rubber Mulch, 3,895 sq ft @ 6" depth per ton delivered	$499.17	$474.21	$14,226.30
1	Arch Swing Frame for 6 seats # 7188526	$2,258.00	$1,919.30	$1,919.30
4	Belt Seats, #2840	$101.00	$85.85	$343.40
2	Tot Bucket Swing seats with chain, #2990	$156.00	$132.60	$265.20
2	Picnic Table, 6' long, ADA accessible, #11219	$715.00	$607.75	$1,215.50
4	Bench, 6' long with back, inground, galvanized frame, #1272IGV9	$450.00	382.50	$1,530.00
1	PKF-APF3500 Drinking Fountain, pebbie finish	$1,552.00	$1,474.40	$1,474.40
4	PK-SSWM Rubber Wear Mats under swing seats	$155.00	$147.25	$589.00
2	PK-PR52 Complete Basketball Goal, 4.5" OD gooseneck goal, aluminum fan shaped backboard with shooters square, heavy duty double rim with chain net.	$1,340.00	$1,273.00	$2,546.00
1765	PK-CSSB Concrete Sidewalks Border for surfacing. Price per square foot Includes fill under border to create retaining berm for rubber mulch	$8.14	$7.73	$13,643.45
6	PK-DW Dry Wells for drainage within each playground area	$232.00	$220.00	$1,320.00
1	Installation of listed equipment	$6,520.00	$6,520.00	$6,520.00
	Freight			$1,795.00
	Subtotal			$47,387.55
	Tax	0%		$0.00

RECEIVED
DEC 11 2015
URBAN COUNTY PROGRAM

TOTAL:	**$ 47,387.55**

Recommendation: _____

Requested by: Mike R. Perez Date 12-3-15 **UCP Approval:** Date 12-14-15

FW: Verification of quote

From : Connie Burkett <Connie.Burkett@tasb.org> Wed, Dec 02, 2015 10:38 AM
Subject : FW: Verification of quote 2 attachments
To : 'monica.leal@co.hidalgo.tx.us' <monica.leal@co.hidalgo.tx.us>

Hi Monica!

The quote is in compliance with the vendor's award under BuyBoard Contract 423-13.

Respectfully,

Connie W. Burkett, CTPM
Contract Administrator
BuyBoard / TASB
12007 Research Blvd
Austin TX 78759
Phone: 800-695-2919, ext 7152
Fax: 800-211-5454

BuyBoard® Cooperative Purchasing

From: Monica Leal [mailto:monica.leal@co.hidalgo.tx.us]
Sent: Wednesday, December 02, 2015 10:14 AM
To: Connie Burkett
Subject: Verification of quote

Good morning Ms. Burkett,

Received the attached quote from Park Place Recreation Designs, Inc. Can you please assist with verification of quote? Thank you!

Respectfully,

Monica Leal

Program Coordinator
Urban County Program
427 E. Duranta Ave., Suite 107
Alamo, TX 78516
Office: 956.787.8127 ext. 2235

PARK PLACE
RECREATION DESIGNS, INC.
The Fun Starts Here!

Park Place Recreation Designs, Inc.

OFFICE
P.O. Box 18186
San Antonio, TX 78218

PHONE
800-626-0238
210-821-5878

FAX
210-832-0115

EMAIL
fun@miracleparkplace.com

WEB
www.miracleparkplace.com
www.the-art-of-play.com

Approved BuyBoard Vendor
Contract #423-13:
Park Place Recreation Designs

www.miracleparkplace.com
BuyBoard® Cooperative Purchasing
Approved Vendor-Proposal # 423-13
www.buyboard.com

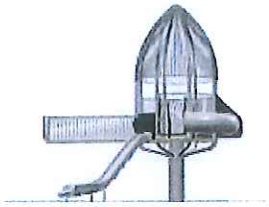
Date: December 03, 2015 Customer City of Weslaco
Parks and Recreation

Project: Cavazos Park
Surfacing and Renovations

ITEM DESCRIPTION	QTY	LIST PRICE	BUYBOARD UNIT PRICE	TOTAL PRICE
PK-RMULCH Shredded Rubber Mulch, 3,895 sq ft @ 6" depth, per ton delivered	30	$ 499.17	$ 474.21	$ 14,226.30
Arch Swing Frame for 6 seats, #7188526	1	$ 2,258.00	$ 1,919.30	$ 1,919.30
Belt Seats, #2840	4	$ 101.00	$ 85.85	$ 343.40
Tot Bucket Swing seats with chain, #2990	2	$ 156.00	$ 132.60	$ 265.20
Picnic Table, 6' long, ADA accessible, #11219	2	$ 715.00	$ 607.75	$ 1,215.50
Bench, 6' long with back, inground, galvanized frame, #1272IGV9	4	$ 450.00	$ 382.50	$ 1,530.00
PKF-APF3500 Drinking Fountain, pebble finish.	1	$ 1,552.00	$ 1,474.40	$ 1,474.40
PK-SSWM Rubber Wear Mats under swing seats	4	$ 155.00	$ 147.25	$ 589.00
PK-PR52 Complete Basketball Goal, 4.5" OD gooseneck goal, aluminum fan shaped backboard with shooters square, heavy duty double rim with chain net.	2	$ 1,340.00	$ 1,273.00	$ 2,546.00
PK-CSSB Concrete Sidewalks Border for surfacing. Price per square foot Includes fill under border to create retaining berm for rubber mulch	1765	$ 8.14	$ 7.73	$ 13,643.45
PK-DW Dry Wells for drainage within each playground area	6	$ 232.00	$ 220.00	$ 1,320.00
Installation of listed equipment	1	$ 6,520.00	$ 6,520.00	$ 6,520.00
Freight				$1,795.00
		Subtotal		$ 47,387.55
	Tax	0%		$ 0.00
	GRAND TOTAL			$ 47,387.55

- 46,846.17
$ 541.38

*Pricing is for materials/delivery only. Installation is not included unless priced above.
*If not priced above and if required, the following items and associated costs/fees will be the responsibility of the customer:
Sealed Drawings, Building Permits, Payment/Performance Bonds, TDLR Registration/Review/Inspections.
*Prices are valid for 30 days after which they are subject to change. Any work not specifically mentioned in this proposal as



The Fun Starts Here!

Park Place Recreation Designs, Inc.

Park Place Recreation
Designs, Inc
P.O. Box 18186
San Antonio, TX 78218

800-626-0238 (tel.)
210-832-0115 (fax)
fun@miracleparkplace.com

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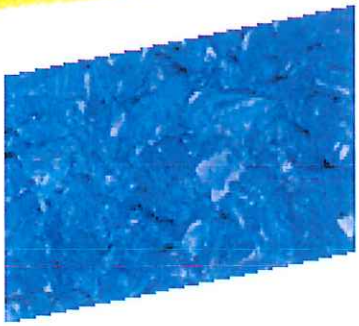
Park Environments

2015 Catalog

Safety Surfacing

Safety Surfacing

Image	Model #	Price	Description
SofFall Engineered Wood Fiber	PK-EWFS	Price varies depending on zip code of delivery.	SofFall Engineered Wood Fiber 90 cubic yard trucks.
Kiddie Kusion	PK-EWFK	Price varies depending on zip code of delivery.	Kiddie Kusion 85 cubic yard trucks.
Rubber Mulch 	PK-RMULCH	$535 per ton delivered.	Loose rubber mulch. Price does not include Installation. Price includes delivery and may vary depending on freight rates, quantity delivered and destination zip code. Minimum quantities apply. Contact our office for a job-specific price quote.

Model	Description	Weight	Price
Sorted by Description: Number of legs, Grade of Frame, Top Rail Height, Number of Seats, Top Rail Diameter, and Finish.			
714852	5" OD ARCH TIRE SWG COMPLETE MIRA-COTE	470	$2,764
7148521H	5" OD ARCH FRAME 8' TR (1) THERA SEAT REQ MC	410	$1,910
7148521HX	5" OD ARCH ADD-A-BAY 8' TR (1)THERA ST REQ MC	250	$900
7148522	5" OD ARCH SWG FRAME ONLY 2 SEAT REQ MC	410	$2,155
7148522HH	5" OD ARCH FRAME 8' TR (2) THERA SEAT REQ MC	410	$2,183
7148522HHX	5" OD ARCH ADD-A-BAY 8' TR (2)THERA ST REQ MC	250	$1,160
7148522S	5" OD ARCH SWG FRAME W/2 S/P SEATS MC	430	$2,355
7148522SX	5" OD ARCH SWG FRAME EXT W/2 S/P SEATS MC	270	$1,273
7148522T	5" OD ARCH SWG FRAME W/2 360 DEG SEATS MC	440	$2,468
7148522TX	5" OD ARCH SWG FRAME EXT W/2 360 DEG SEATS MC	275	$1,385
7148522X	5" OD ARCH SWG FRAME EXTENSION MC	250	$1,072
7148524	5" OD ARCH SWG FRAME ONLY 4 SEATS REQ MC	660	$3,597
7148524S	5" OD ARCH SWG FRAME W/4 S/P SEATS MC	700	$3,998
7148524T	5" OD ARCH SWG FRAME W/4 360 D TOT SEATS MC	725	$4,224
7148526	5" OD ARCH SWG FRAME ONLY 6 SEAT REQ MC	910	$5,049
7148526S	5" OD ARCH SWG FRAME W/6 S/P SEATS MC	975	$5,651
7148526T	5" OD ARCH SWG FRAME W/6 360 D TOT SEATS MC	1000	$5,989
7148528	5" OD ARCH SWG FRAME ONLY 8 SEAT REQ MC	1160	$6,481
7148528S	5" OD ARCH SWG FRAME W/8 S/P SEATS MC	1250	$7,283
7148528T	5" OD ARCH SWG FRAME W/8 360 D TOT SEATS MC	1290	$7,733
714852X	5" OD ARCH TIRE SWG EXTENSION	325	$1,791
7188521H	3 1/2" OD ARCH FRAME 8' TR (1)THERA ST REQ MC	200	$983
7188521HX	3 1/2" OD ARCH ADD-A-BAY 8' TR THERA SEAT MC	140	$558
7188522	3 1/2" OD ARCH SWG FRAME ONLY 2 SEATS REQ MC	200	$1,020
7188522HH	3 1/2" OD ARCH FRAME 8' TR (2)THERA ST REQ MC	200	$1,104
7188522HHX	3 1/2" OD ARCH ADD-A-BAY 8' TR THERA SEAT MC	170	$640
7188522S	3 1/2" OD ARCH SWG FRAME W/2 S/P SEATS MC	220	$1,220
7188522SX	3 1/2" OD ARCH ADD-A-BAY W/2 S/P SEATS MC	195	$763
7188522T	3 1/2"OD ARCH SWG FRAME W/2 360 D TOT ST MC	230	$1,332
7188522TX	3 1/2"OD ARCH ADD-A-BAY W/2 360 D TOT ST MC	215	$876
7188522X	3 1/2" OD ARCH ADD-A-BAY 2 SEATS REQ MC	170	$563
7188524	3 1/2" OD ARCH SWG FRAME ONLY 4 SEATS REQ MC	320	$1,583
7188524S	3 1/2" OD ARCH SWG FRAME W/4 S/P SEATS MC	360	$1,984
7188524T	3 1/2" OD ARCH SWG FRAME W/4 360 D TOT ST MC	375	$2,209
7188526	3 1/2" OD ARCH SWG FRAME ONLY 6 SEATS REQ MC	440	$2,258
7188526S	3 1/2" OD ARCH SWG FRAME W/6 S/P SEATS MC	500	$2,860
7188526T	3 1/2" OD ARCH SWG FRAME W/6 360 D TOT ST MC	530	$3,197
7188528	3 1/2" OD ARCH SWG FRAME ONLY 8 SEATS REQ MC	560	$2,913
7188528S	3 1/2" OD ARCH SWG FRAME W/8 S/P SEATS MC	640	$3,715

**Items are considered play components for the purpose of compliance with ADA guidelines.

10/15/2014

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Model	Description	Weight	Price
System SWG			
239276	SWG PART "S" HOOK LARGE	1	$1.00
270	SWG PART "S" HOOK PLIERS	14	$314.00
2720	SWG PART THERAPEUTIC SWG SEAT W/CHAIN (8' TR)	135	$899.00
2720RA	SWG PART BELT LATCH KIT FOR THERA SWG SEAT	2	$37.00
2720RB	SWG PART NYLON LATCH KIT FOR THERA SWG SEAT	2	$37.00
278	SWG PART SWIVEL REPLCMNT (OLD HDR W/CLAMPS)	40	$1,089.00
279	SWG PART STURDI GRIP FOR 5" OD ARCH SWG EA	5	$63.00
280	SWG PART STURDI GRIP FOR 2-3/8"OD ARCH SWG EA	4	$52.00
281	SWG PART STURDI GRIP FOR 3-1/2"OD ARCH SWG EA	3	$55.00
284	SWG PART SLASH PROOF SEAT W/CLEVIS	4	$52.00
2840	SWG PART SLASH PROOF SEAT W/CHAIN (8' TR)	10	$101.00
2840TT	SWG PART S/P SEAT W/TENSILE TOUGH CHN (8'TR)	12	$174.00
2841	SWG PART SLASH PROOF SEAT W/CHAIN (10' TR)	12	$107.00
2841TT	SWG PART S/P SEAT W/TENSILE TOUGH CHN (10'TR)	14	$200.00
290	SWG PART HAND RING (OLD STYLE)	2	$52.00
294	SWG PART TENSILE TOUGH CHN PR 71" (8' TR) S/P	8	$120.00
295	SWG PART TENSILE TOUGH CHN PR 94"(10' TR) S/P	10	$147.00
296	SWG PART TENSILE TOUGH CHN PR 51" (8' TR) TOT	6	$120.00
299	SWG PART TOT SEAT 360 DEG W/CLEVIS	11	$125.00
2990	SWG PART TOT SEAT 360 DEG W/CHAIN (8' TR)	15	$156.00
2990TT	SWG PART TOT SEAT W/TENSILE TOUGH CHN (8'TR)	19	$246.00
304096	SWG PART 4-0 CHAIN HOT DIP GALV (PER FOOT)	1	$2.00
851121	SWG PART "S" HOOK 5/16"	0.25	$1.00
851122	SWG PART "S" HOOK 3/8" FOR S/P SEAT	0.25	$1.00
851123	SWG PART CLEVIS WITH BOLT (OLD STYLE)	1	$9.00
852267	SWG PART SAFETY CHAIN ASSY FOR 297 CHAIN	1	$47.00
854120	SWG PART SAFETY CHAIN ASSY (FOR THERA. SEAT)	2	$60.00
860642	SWG PART CHAIN (1 PR) FOR 8' TOP RAIL	3	$36.00
860643	SWG PART CHAIN (1 PR) FOR 10' TOR RAIL	4	$39.00
975244	SWG PART TIRE ASSEMBLY (ONLY)	30	$286.00
976082	SWG PART TIRE ASSEMBLY WCHAINS	50	$456.00
985521	SWG PART CLEVIS LARGE W/HARDWARE (TOP RAIL)	1	$21.00
988204	SWG PART CLEVIS W/BOLT FOR TENSILE TOUGH	0.2	$9.45
990410	SWG PART SEAT SHACKLE KIT (2 SHACKLES W/BLTS)	0.2	$8.00
991742	SWG PART HARNESS FOR THERAPEUTIC SEAT	2	$93.00

**Items are considered play components for the purpose of compliance with ADA guidelines.

10/15/2014

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280	SWG PART STURDI GRIP FOR 2-3/8"OD ARCH SWG EA	4	$52.00
281	SWG PART STURDI GRIP FOR 3-1/2"OD ARCH SWG EA	3	$55.00
284	SWG PART SLASH PROOF SEAT W/CLEVIS	4	$52.00
2840	SWG PART SLASH PROOF SEAT W/CHAIN (8' TR)	10	$101.00
2840TT	SWG PART S/P SEAT W/TENSILE TOUGH CHN (8'TR)	12	$174.00
2841	SWG PART SLASH PROOF SEAT W/CHAIN (10' TR)	12	$107.00
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296	SWG PART TENSILE TOUGH CHN PR 51" (8' TR) TOT	6	$120.00
299	SWG PART TOT SEAT 360 DEG W/CLEVIS	11	$125.00
2990	SWG PART TOT SEAT 360 DEG W/CHAIN (8' TR)	15	$156.00
2990TT	SWG PART TOT SEAT W/TENSILE TOUGH CHN (8'TR)	19	$246.00
304096	SWG PART 4-0 CHAIN HOT DIP GALV (PER FOOT)	1	$2.00
851121	SWG PART "S" HOOK 5/16"	0.25	$1.00
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854120	SWG PART SAFETY CHAIN ASSY (FOR THERA. SEAT)	2	$60.00
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985521	SWG PART CLEVIS LARGE W/HARDWARE (TOP RAIL)	1	$21.00
988204	SWG PART CLEVIS W/BOLT FOR TENSILE TOUGH	0.2	$9.45
990410	SWG PART SEAT SHACKLE KIT (2 SHACKLES W/BLTS)	0.2	$8.00
991742	SWG PART HARNESS FOR THERAPEUTIC SEAT	2	$93.00

**Items are considered play components for the purpose of compliance with ADA guidelines.

10/15/2014

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Model	Description	Weight	Price
System LEG			
100011303	SURF MNT ANCHOR KIT FOR 1-5/8" PORT TABLES	1	$54
100011304	SURF MNT ANCHOR KIT FOR 2-3/8" PORT TABLES	1	$66
11219	6' H.D. INCLUSIVE TABLE, 2-3/8" LEGS, MC-PORT	250	$715
11229	8' H.D. INCLUSIVE TABLE, 2-3/8" LEGS, MC-PORT	295	$758
11239	6' H.D. RECT TABLE, 2-3/8" LEGS, M'COTE-PORT	245	$715
1123GV9	6' H.D. RECT TABLE, 2-3/8" LEGS, GALV-PORT	245	$715
11249	8' H.D. RECT TABLE, 2-3/8" LEGS, M'COTE-PORT	290	$808
1124GV9	8' H.D. RECT TABLE, 2-3/8" LEGS, GALV-PORT	290	$808
11259	6' RECT PEDESTAL TABLE, M'COTE-INGROUND	270	$845
1125GV9	6' RECT PEDESTAL TABLE, GALV-INGROUND	270	$845
11513R9	46" RND CANT TBL, 3 STS, 2-3/8" LGS, MC-PORT	255	$823
11519	46" SQ CANT TBL, 4 STS, 2-3/8" LGS, MC-PORT	315	$892
1151R9	46" RND CANT TBL, 4 STS, 2-3/8" LGS, MC-PORT	295	$919
11529	38" SQUARE PEDESTAL TABLE, M'COTE-INGROUND	260	$925
1152GV9	38" SQUARE PEDESTAL TABLE, GALV-INGROUND	260	$925
11539	46" SQUARE TABLE, 1-3/8" LEGS, M'COTE-PORT	290	$723
1153R9	46" ROUND TABLE, 1-5/8" LEGS, M'COTE-PORT	315	$757
11559	8' RECT CANT TBL, 4 STS, 2-3/8" LGS, MC-PORT	300	$1,017
11579	38" X 49" INCLUSIVE PEDESTAL TABLE, MC-INGRND	240	$828
1157GV9	38" X 49" INCLUSIVE PEDESTAL TABLE, GV-INGRND	240	$828
11805I	LITTER RECEPT INGRND POST PKG W/5" ELEVATION	15	$50
11805S	LITTER RECEPT SRF MNT POST PKG W/5" ELEVATION	15	$79
1180S	LITTER RECEPT SRF MNT ANCHORING KIT NO ELEV	1	$34
1181	25" SQUARE X 18" HIGH PLANTER, M'COTE-PORT	110	$498
1182A	32 GAL RECEPT W/FLAT TOP ASH TRAY-PORT	140	$599
1182F	32 GAL RECEPT W/FLAT TOP INWARD SLOPE-PORT	130	$512
1182FI	32 GAL RECEPT W/FLAT TOP INWARD SLOPE-SFM/ING	130	$512
1183A	32 GAL RECEPTACLE W/FLAT TOP ASH TRAY-PORT	160	$624
1183F	32 GAL RECEPT W/FLAT TOP INWARD SLOPE-PORT	160	$599
1184C	32 GAL RECEPT W/FLARE TOP W/COVER	130	$554
1184FT	32 GAL RECEPT W/FLARE TOP-PORT	90	$411
1184FTA	32 GAL RECEPT W/FLARE TOP, ASH TRAY-PORT	100	$459
1185C	32 GAL RECEPT W/FLARE TOP, SIDE DOOR & COVER	120	$709
1185FT	32 GAL RECEPT W/FLARE TOP & SIDE DOOR-PORT	80	$508
1185FTC	COVER FOR 32 OZ TRASH CAN RECEPT W/FLARE TOP	40	$184
1186A	32 GAL RECEPTACLE W/ASH TRAY-PORT	80	$412
1186D	32 GAL RECEPTACLE W/DOME TOP LID-PORT	75	$411
1186F	32 GAL RECEPTACLE W/INWARD SLOPE LID-PORT	70	$386
1231I	PLAYGROUND BENCH W/BACK, M'COTE-INGROUND	100	$393
1231S	PLAYGROUND BENCH W/BACK, M'COTE-SURF MNT	100	$393
1231XI	PLAYGROUND BENCH W/BACK EXT, MC-INGROUND	65	$367

**Items are considered play components for the purpose of compliance with ADA guidelines.

10/14/2014

This Price List is confidential and privileged, and is intended for the sole use of the person or entity to which it is addressed ("Recipient"). Any review, transmission, reproduction, publication (in any form or medium), dissemination or other use of, or taking of any action in reliance upon, this price list and the information contained herein without the express written authorization of Miracle Recreation Equipment Company is strictly prohibited. The Recipient shall keep confidential and shall not disclose this price list or the information contained herein to any third person or entity (private or governmental) except to such of its employees or agents who need to know for the purpose of purchasing products. The Recipient shall take all reasonable actions, including without limitation court proceedings, to restrain its employees and agents from unauthorized disclosure or use of this Price List or the information contained herein.

Model	Description	Weight	Price
1231XS	PLAYGROUND BENCH W/BACK EXT, MC-SURF MNT	65	$367
1232I	PLAYGROUND BENCH W/O BACK, M'COTE-INGROUND	90	$328
1232S	PLAYGROUND BENCH W/O BACK, M'COTE-SURF MNT	90	$328
1232XI	PLAYGROUND BENCH W/O BACK EXT, MC-INGROUND	60	$295
1232XS	PLAYGROUND BENCH W/O BACK EXT, MC-SURF MNT	60	$295
12331	SINGLE SEAT BENCH W/BACK, M'COTE-PORTABLE	105	$471
12332	TWO SEAT BENCH W/BACK, M'COTE-PORTABLE	230	$655
12333	THREE SEAT BENCH W/BACK, M'COTE-PORTABLE	230	$918
12341	SINGLE SEAT BENCH W/O BACK, M'COTE-PORTABLE	100	$393
12342	TWO SEAT BENCH W/O BACK, M'COTE-PORTABLE	160	$524
12343	THREE SEAT BENCH W/O BACK, M'COTE-PORTABLE	220	$786
1272AI9	6' BENCH W/BACK & ARM RAILS, M'COTE-INGROUND	115	$550
1272AP9	6' BENCH W/BACK & ARM RAILS, M'COTE-PORTABLE	115	$550
1272AS9	6' BENCH W/BACK & ARM RAILS, M'COTE-SURF MNT	115	$550
1272I9	6' BENCH W/BACK, M'COTE-INGROUND	105	$511
1272IGV9	6' BENCH W/BACK, GALV FRAME-INGROUND	120	$450
1272P9	6' BENCH W/BACK, M'COTE-PORTABLE	105	$511
1272PGV9	6' BENCH W/BACK, GALV FRAME-PORTABLE	120	$450
1272S9	6' BENCH W/BACK, M'COTE-SURF MOUNT	105	$511
1272SGV9	6' BENCH W/BACK, GALV FRAME-SURFACE MOUNT	120	$450
1273AI9	8' BENCH W/BACK & ARM RAILS, M'COTE-INGROUND	135	$575
1273AP9	8' BENCH W/BACK & ARM RAILS, M'COTE-PORTABLE	135	$575
1273AS9	8' BENCH W/BACK & ARM RAILS, M'COTE-SURF MNT	135	$575
1273I9	8' BENCH W/BACK, M'COTE-INGROUND	125	$567
1273IGV9	8' BENCH W/BACK, GALV FRAME-INGROUND	125	$499
1273P9	8' BENCH W/BACK, M'COTE-PORTABLE	125	$567
1273PGV9	8' BENCH W/BACK, GALV FRAME-PORTABLE	125	$499
1273S9	8' BENCH W/BACK, M'COTE-SURFACE MOUNT	125	$567
1273SGV9	8' BENCH W/BACK, GALV FRAME-SURFACE MOUNT	125	$499
1275I9	6' BENCH W/O BACK, M'COTE-INGROUND	95	$286
1275IGV9	6' BENCH W/O BACK, GALV FRAME-INGROUND	85	$252
1275P9	6' BENCH W/O BACK, M'COTE-PORTABLE	95	$286
1275S9	6' BENCH W/O BACK, M'COTE-SURF MNT	95	$286
1275SGV9	6' BENCH W/O BACK, GALV FRAME-SURFACE MOUNT	85	$252
1276I9	8' BENCH W/O BACK, M'COTE-INGROUND	115	$328
1276IGV9	8' BENCH W/O BACK, GALV FRAME-INGROUND	105	$258
1276P9	8' BENCH W/O BACK, M'COTE-PORTABLE	115	$328
1276S9	8' BENCH W/O BACK, M'COTE-SURF MOUNT	115	$328
1276SGV9	8' BENCH W/O BACK, GALV FRAME-SURFACE MOUNT	105	$258
719	PLAYGROUND BIKE RACK, M'COTE-INGROUND	155	$411
987385	LINER FOR 32 GAL TRASH RECEPTICLE	8	$25

10/14/2014

**Items are considered play components for the purpose of compliance with ADA guidelines.

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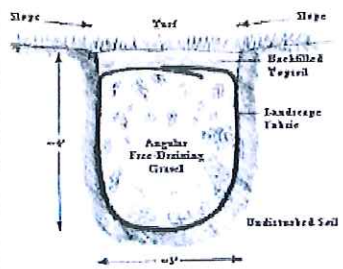
	PKF-RPF3000	**$880**	Round Pedestal Fountain. Aggregate finish. Heavy duty chrome plated bubbler locked to receptor. Vandal resistant chrome plated push button valve with adjustable flow regulation. 18 gauge, brush finish stainless steel receptor with vandal resistant chrome plated brass drain plug. Stainless steel supply fittings connected to code certified reinforced tubing. Supply complete with lock shield type screwdriver stop for easy maintenance. 1-1/4" PVC waste. Inline mesh screen strainer. Vandal resistant access plate.
	PKF-SPF3100	**$880**	Square Pedestal Fountain. Aggregate finish. Heavy duty chrome plated bubbler locked to receptor. Vandal resistant chrome plated push button valve with adjustable flow regulation. 18 gauge, brush finish stainless steel receptor with vandal resistant chrome plated brass drain plug. Stainless steel supply fittings connected to code certified reinforced tubing. Supply complete with lock shield type screwdriver stop for easy maintenance. 1-1/4" PVC waste. Inline mesh screen strainer. Vandal resistant access plate.
	PKF-APF3500	$1,552	ADA compliant-single bubbler. Aggregate finish. Heavy duty chrome plated bubbler locked to receptor. Vandal resistant chrome plated push button valve with adjustable flow regulation. 18 gauge, brush finish stainless steel receptor with vandal resistant chrome plated brass drain plug. Stainless steel supply fittings connected to code certified reinforced tubing. Supply complete with lock shield type screwdriver stop for easy maintenance. 1-1/4" PVC waste. Inline mesh screen strainer. Vandal resistant access plate.
	PKF-ADF3900	$2,558	Triple bubbler. Aggregate finish. Heavy duty chrome plated bubbler locked to receptor. Vandal resistant chrome plated push button valve with adjustable flow regulation. 18 gauge, brush finish stainless steel receptor with vandal resistant chrome plated brass drain plug. Stainless steel supply fittings connected to code certified reinforced tubing. Supply complete with lock shield

	PK-CSSB	$8.14 per sqft.	Concrete sidewalk surfacing border, 4" thick steel reinforced, priced per square foot.
Concrete Curb 	**PK-CURB**	$16 per lnft.	Concrete curb surfacing border, priced per lineal foot.
Safety Surfacing Wear Mat 	**PK-SSWM**	$155 each.	Safety surfacing wear mats priced per unit.
Dry Well Surfacing Drainage  Cross-Section of a Dry Well	**PK-DW**	$232 each.	Dry Wells priced per unit.

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Tiles	**PK-SSTILE**	Call for estimate.	Sof'Shield non-porous safety tile.
Tiles	**PK-STTILE**	Call for estimate.	SofTile locking safety tile.
Poured-In-Place	**PK-PIP**	2" Thickness 50/50 (color mix) $13.18/sqft 2.5" Thickness 50/50 (color mix) $13.53/sqft 3.5" Thickness 50/50 (color mix) $14.23/sqft	Poured-in-place safety surfacing. Includes delivery and installation. Does not inclued site or base prep. Minimum sq.footings apply. Site location and access may affect pricing as well as product quantity, color mix and thickness.
Turf	**PK-TURF**	$15-$17 per sqft.	Price includes delivery, installation, and compacted base for green colored turf. Other colors available at additional price. Does not include curb or border. Minimum square footages apply. Price may be affected by site location/access, square footage, equipment fall height or other site related issues.
Concrete Sidewalk			

PK-PR52	$1,340 each.	B G c u 4. g g a f b w s s h d w n p

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Phone: 800-695-2919
Fax: 800-211-5454
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Vendor	Description
Park Place Recreation Design, Inc.	5% Discount Off Park Environments pricelist for All Repair/Replacement Parts
Park Place Recreation Design, Inc.	8% Discount Off Coverworx Recreation pricelist for Park Buildings & Shelters
Park Place Recreation Design, Inc.	6% Discount Off Sof Solutions pricelist for Playground Safety Surfacing
Park Place Recreation Design, Inc.	6% Discount Off Play Safer pricelist for Playground Safety Surfacing

Extended Product Information

Reference Number: 423-13
Part Number: Catalog
Full Description: 6% Discount Off of Play Safer pricelist for Playground Safety Surfacing

Park Place Recreation Design, Inc.	5% Discount Off UPC pricelist for Playground Equipment
Park Place Recreation Design, Inc.	5% Discount Off Park Environments pricelist for Playground & Park Amenities

Extended Product Information

Reference Number: 423-13
Part Number: Catalog
Full Description: 5% Discount Off of Park Environments pricelist for Playground & Park Amenities

Park Place Recreation Design, Inc.	5% Discount Off Park Environments pricelist for All Other Parks & Recreation Equipment/Products

Extended Product Information

Reference Number: 423-13
Part Number: Catalog
Full Description: 5% Discount Off of Park Environments pricelist for All Other Parks & Recreation Equipment/Products

Park Place Recreation Design, Inc.	5% Discount Off Miracle Recreation Equipment pricelist for Shade Canopies & Structures
Park Place Recreation Design, Inc.	5% Discount Off Miracle Recreation Equipment pricelist for Outdoor Bleacher & Seating Systems
Park Place Recreation Design, Inc.	5% Discount Off HAGS pricelist for Playground Equipment
Park Place Recreation Design, Inc.	5% Discount Off Elephant Play pricelist for Playground Equipment
Park Place Recreation Design, Inc.	5% Discount Off Aquatic Recreation pricelist for Aquatic Playground & Pool Equipment
Park Place Recreation Design,	15% Discount Off Miracle Recreation Equipment pricelist for Playground Sports

Inc.	Equipment
Park Place Recreation Design, Inc.	15% Discount Off Miracle Recreation Equipment pricelist for Playground Equipment

Extended Product Information

Reference Number: 423-13

Part Number: Catalog

Full Description: 15% Discount Off of Miracle Recreation Equipment pricelist for Playground Equipment

Showing 1 to 14 of 14 entries

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Vendor Contract Information

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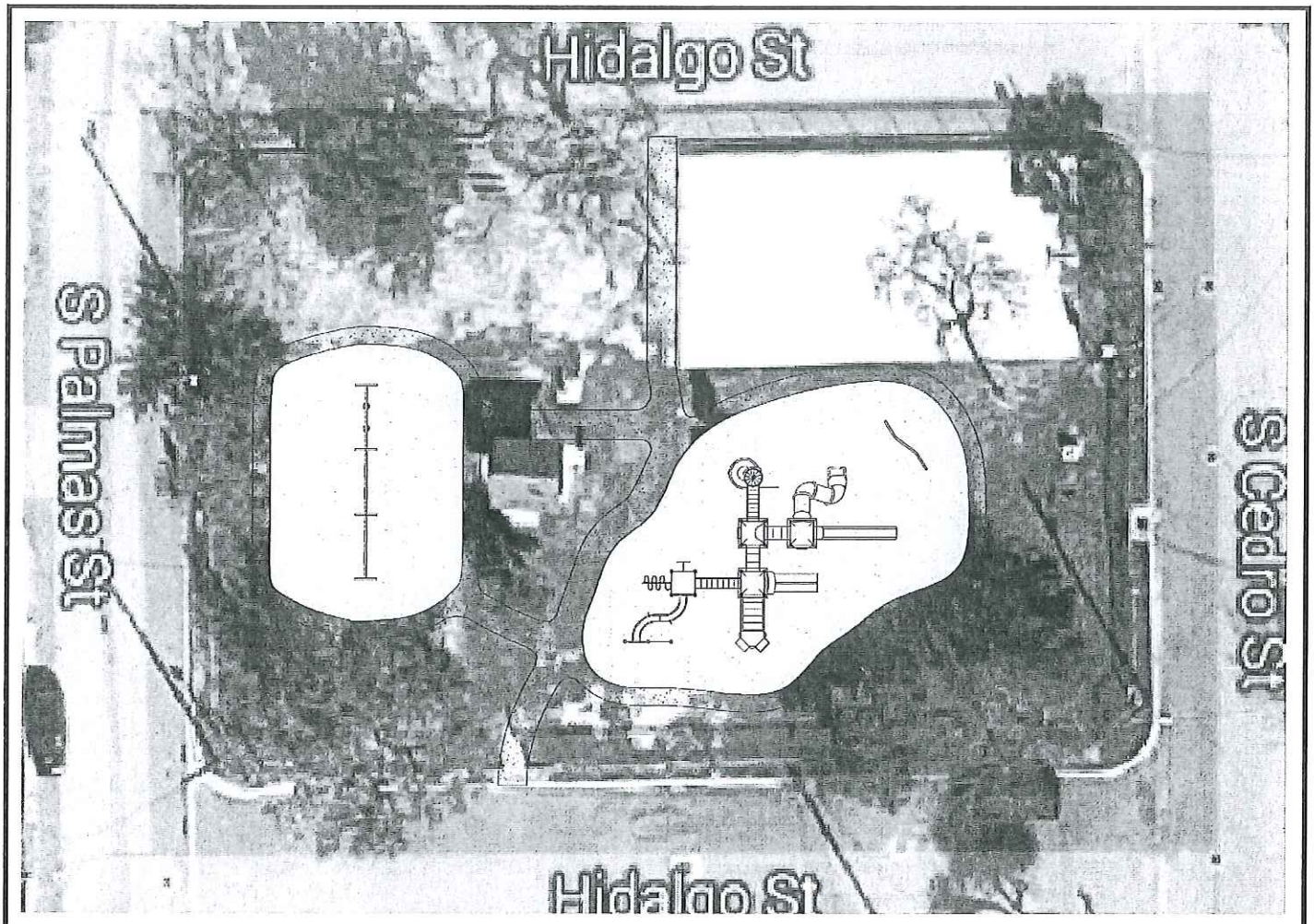
Additional Resources

Vendor Name:	Park Place Recreation Design, Inc.
Address:	4225 Woodburn San Antonio, TX 78218
Phone Number:	(210) 821-5878
Email:	marilyn@miracleparkplace.com
Federal ID:	74-2336170
Contact:	Marilyn Ahrens
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Parks & Recreation Equipment, Field Lighting Products & Installation
Contract#:	423-13
Effective Date:	10/01/2013
Expiration Date:	09/30/2016
Payment Terms:	Net 30 days
Delivery Days:	30
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	Texas Regions 1, 2, 3, 13, 15, 20
States Served:	Texas
Quote Reference Number:	423-13
Return Policy:	2% restocking fee

Contract Documents

Proposal Documents:	Click to view BuyBoard Proposal Documents
Regulatory Notice:	Click to view Bonding Regulatory Notice
Construction Services Advisory:	Click to view the Construction Related Goods and Services Advisory



DATE:	SCALE:		
09/04/15	NONE	Cavazos Park Park Surfacing Drawing #CavazosPark_SITE	Park Place Recreation Designs, Inc. *Life - Have Fun With It!*

CITY OF WESLACO

034052

46752 ** URBAN COUNTY PROGRAM **

034052 12/10/2015

DATE	I.D.	PO #	DESCRIPTION	------ G/L DISTRIBUTION -------	AMOUNT
12/08/2015	201512081905	16-0427	PAYMENT		541.38

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CHECK TOTAL 541.38

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CITY OF WESLACO

A/P CLEARING ACCT
255 S. KANSAS
WESLACO, TX 78596-6158

BBVA COMPASS
WESLACO, TEXAS

034052

12/10/2015 034052

$******541.38

VOID AFTER 90 DAYS

PAY: --- FIVE HUNDRED FORTY ONE & 38/100 DOLLARS ---

TO: ** URBAN COUNTY PROGRAM **

David Suarez

Mele R. Lerz

VOID VOID VOID

AI-52815 Urban County 15. D.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted For: Diana Serna, URBAN COUNTY Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program on behalf of the City of San Juan is requesting approval of a best and final negotiated contract for professional engineering services with Cruz-Hogan Consultants Inc., in the amount of $24,240.00 utilizing CDBG FY 27 (2014) San Juan Water & Sewer Improvement funds.

BACKGROUND

On November 10, 2015, Commissioner's Court ranked and approved contract negotiations with Cruz-Hogan Consultants, Inc., for Professional Engineering Services. See attached contract, Exhibits and certificate of Liability Insurance.

Contract Amount: $ 24,240.00

Available Funds: $ 274,441.72 2014 Water/Sewer Improvements

Fiscal Impact

Attachments

Backup Documentation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/30/2015 02:28 PM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Sandra Regalado Started On: 12/30/2015 11:35 AM

Final Approval Date: 01/01/2016

CRUZ-HOGAN Consultants, Inc.

ENGINEERS | PLANNERS | CONSULTANTS

Harlingen | McAllen

TBPE Firm Reg No. F-4860

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DEC 15 2015
URBAN COUNTY PROGRAM

December 15, 2015

Diana R. Serna
Director
County of Hidalgo-Urban County Program
427 E. Duranta Avenue, Suite 107
Alamo, Texas 78516

Re: Best & Final Offer for Engineering Services
2014 Water/Sewer Improvements Project
Hidalgo County Urban County Program
City of San Juan, Texas

Dear Ms. Serna:

Based on the enclosed "Exhibit A: Scope of Services", which includes tasks required for the project and a fixed fee of $24,240.00. This is our best and final offer for the above-referenced project. The total fees were established by adding Engineering fees of $20,740.00 and Surveying fees of $3,500.00.

I hope this proposal will meet the requirements for the project. I would like to thank you for the opportunity in assisting the City of San Juan and Urban County on this Project. If you have any questions, please feel free to contact me at 956-682-5022.

Sincerely,

Ronnie Cruz, P.E., CFM
Vice-President

RC/cr

Enclosure

605 E. Violet, Suite 1 • McAllen, Texas 78504
(956) 682-5022 • Fax (956) 682-5089
www.cruzhogan.net

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Professional Services Agreement

This Agreement, entered into this **5th** day of **January, 2016** by and between **Urban County Program,** (hereinafter called the "Party") and **Cruz-Hogan Consultants, Inc.**, duly authorized Engineer, herein acting by **Ronnie Cruz, Principal Engineer** (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineer in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the Project (as hereinafter defined) area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **San Juan Water & Sewer Improvements** Account(s) **5014-75-0311-5000-7500** *(the "Project') as more particularly described in Exhibit A attached hereto.*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive from the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's written approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, may be required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans, specifications and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer

will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult with and advise the Party and issue all instructions and Change Orders to the Contractor selected by the Party.

e. During the progress of actual construction, Engineer will keep continually the Owner informed with brief and concise information. A monthly progress report will be prepared and delivered to the Party including but limited to monies spent, construction time elapsed, percent of Project completed, a brief narrative of problems encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractor(s) for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractor(s).

i. Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with bond copies of as-built drawings of the constructed improvements, within sixty (60) days of issuance of certificate of completion.

l. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party six (6) sets of plans and six (6) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3 herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within Hidalgo County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total fixed amount of **$ 24,240.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section 2.1 of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section 2.2 of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section 2.3 of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement without cause at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the professional engineer services rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Agreement. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign or transfer any interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within **ten (10) days** from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by

sixty (60) days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
AMENDMENT

This Agreement may be amended only by a written document executed by the parties hereto.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any negligence of the engineer in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to the Project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to comply with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide

employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, 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 Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, to be performed in connection

with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such documents in the paragraph in this Section.

SECTION XVII
INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, insurance as follows:

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of Three Hundred Thousand Dollars ($300,000.00) for bodily injury and One Hundred Thousand Dollars ($100,000.00) for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, unless the engineer is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **January 5th, 2015**. Such date being the date the County Commissioners' Court approved entering into contract with Engineer. This Agreement is hereby approved this _____ day of _____, 20_____.

Signature:_____
Ronnie Cruz, Principal Engineer

Firm Name: **Cruz-Hogan Consultants, Inc.**
Address: **605 E. Violet Ste. 1**
City/ST/ZIP: **McAllen, TX 78504**

FED ID #/SS #: **75-2441784**

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)(a sole proprietorship).

_____
(seal) Notary - Signature

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Revised as to Form:
Atlas & Hall, L.L.P.
By Stephen L. Crain
on December 1, 2015

Attachements:
Exhibit A: Scope of Services by Owner
Exhibit B: Scope of Service by Engineer
Exhibit C: Work Schedule
Exhibit D: Contract Rates
Exhibit E: SAMPLE Work Authorization Form
Exhibit F: SAMPLE Supplemental Agreement Form
Exhibit G: Certificate of Insurance (Hidalgo County-Urban County Program

Exhibit "A"

WATER/SEWER IMPROVEMENTS Project consists of the installation of an 8-inch sanitary sewer line including but not limited to professional engineering services, advertisement fees, material testing fees and all related appurtenances as they pertain to project completion. Location: alleyways between 3rd Street and Railroad Street and Alley between Kansas Avenue and Wyoming Avenue.	**$268,028.00**

Exhibit "B"

SCOPE OF SERVICES:

2014 Water/Sewer Improvements Project
Hidalgo County Urban County Program
City of San Juan, Texas

A. Preliminary Phase

1. Attend preliminary conferences with the City of San Juan staff acquire available and relevant background data in respect to the project.
2. Establish the scope of topographic surveys for the design of the project.
3. Prepare a preliminary engineering report and submit to the City for review.

B. Design Phase

1. Receive electronic survey data from project surveyor and prepare background drawings for construction plans.
2. Prepare detailed construction drawings, technical specifications, and other pertinent documents for construction authorized by the City.
3. Submit plans and specifications to the appropriate agencies, other than the City, and coordinate approval process.
4. Furnish the City three (3) sets of copies of plans and specifications marked "Preliminary" for approval by the City. Upon final approval by the City, the Engineer will provide the City three (3) sets of the "Final" plans and specifications.

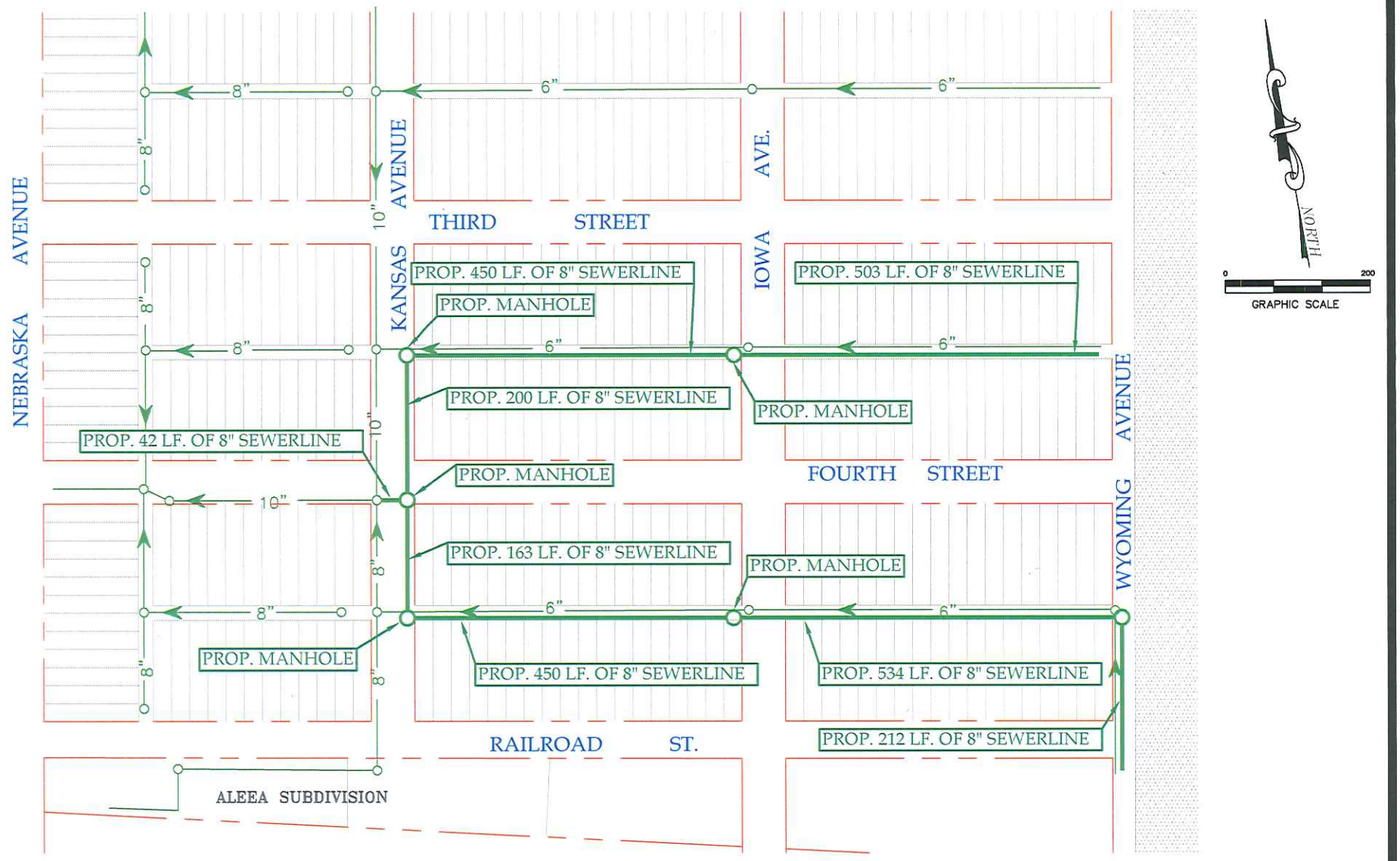
C. Construction Phase

1. Assist the City in conducting a pre-construction conference with City staff, Urban County staff and Construction Company.
2. Make periodic visits to the site to observe the overall progress and quality of work. Make recommendations to the City regarding materials and workmanship.
3. Conduct final inspection of the project.
4. Prepare revisions of construction drawings with the assistance of the City's personnel reflecting changes to the plans. These "As-Built" drawings shall be provided by the Engineer to the City. Three (3) sets will be provided.

Compensation

A. Preliminary Phase (15%) (To include surveying)	$ 3,636.00
B. Design Phase (60%)	$ 14,544.00
C. Construction Phase (25%)	$ 6,060.00
Total	**$24,240.00**

Exhibit "B"



LEGEND

- EXIST. SANITARY SEWER
- EXIST. MANHOLE
- PROP. SANITARY SEWER
- PROP. MANHOLE

CITY OF SAN JUAN

DOWNTOWN SEWER IMPROVEMENTS

NOVEMBER 14, 2013

CRUZ-HOGAN *Consultants, Inc.*

Engineers • Planners • Consultants

FIRM REG. NO: F-4860

Exhibit "C"

City of San Juan

2014 Water/Sewer Improvements Project

Proposed Project Timeline Schedule

December 15, 2015

Work Item	Duration in Months	2015			2016							
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
Item 1 - Attend preliminary conferences.	0.25											
Item 2 - Establish the scope of topographic surveys for the design of the project.	0.25											
Item 3 - Prepare & submit a preliminary report.	0.25											
Item 4 - Receive electronic survey data from project surveyor & prepare background drawings for construction plans.	1											
Item 5 - Prepare detailed drawings, technical specifications, and other pertinent documents for construction.	2											
Item 6 - Submit plans & specifiactions and coordinate approval process.	0.5											
Item 7 - Furnish the City with copies of plans & specifications and receive Bids for Project. Evaluate Bids and make recommendation.	2											
Item 8 - Assist the City in conducting a pre-construction conference with City staff, Urban staff and Construction Company.	0.5											
Item 9 - Issue notice to proceed.	0.25											
Item 10 - Construction process.	2											
Item 11 - Prepare "As-Built" drawings to be provided by the Engineer to the City. Three (3) sets will be provided.	0.5											

CRUZ-HOGAN Consultants, Inc.

ENGINEERS I PLANNERS I CONSULTANTS

Harlingen I McAllen

TBPE Firm Reg. No. F-4860

Exhibit "D"

ENGINEERING FEE
HOURLY BREAKDOWN

HIDALGO COUNTY URBAN COUNTY PROGRAM

Engineer:	Cruz-Hogan Consultants, Inc.
Project:	2014 Water/Sewer Improvements Project
Owner:	City of San Juan, Texas
Description:	This project consists of the installation of an 8" sanitary sewer line in the alleyways between 3rd Street & Railroad Street and between Kansas Avenue and Wyoming Avenue.

TASK	DESCRIPTION	Design Engineer	Project Manager	Engineering Technician	Admin/ Clerical
Task No. 1	Attend preliminary conferences with the City of San Juan staff acquire available and relevant background data in respect to the project.	4	1		1
Task No. 2	Establish the scope of topographic surveys for the design of the project.	2	1		
Task No. 3	Prepare a preliminary engineering report and submit to the City for review.	5			2
Task No. 4	Receive electronic survey data from project surveyor and prepare background drawings for construction plans.	2	2	20	
Task No. 5	Prepare detailed construction drawings, technical specifications, and other pertinent documents for construction authorized by the City.	32	4	70	4
Task No. 6	Submit plans and specifications to the appropriate agencies, other than the City, and coordinate approval process.		2		6
Task No. 7	Furnish the City three (3) sets of copies of plans and specifications marked "Preliminary" for approval by the City. Upon final approval by the City, the Engineer will provide the City three (3) sets of "Final" plans and specifications.	1	2		4
Task No. 8	Assist the City in conducting a pre-construction conference with City staff, Urban staff and Construction Company.	1	1		
Task No. 9	Make periodic visits to the site to observe the overall progress and quality of work. Make recommendations to the City regarding materials and workmanship.	8	10		
Task No. 10	Conduct final inspection of the project.	2	2		
Task No. 11	Prepare revisions of construction drawings with the assistance of the City's personnel reflecting changes to the plans. These "As-Built" drawings shall be provided by the Engineer to the City. Three (3) sets will be provided.	1	1	2	2
	Hour (Sub-Total)	58	26	92	19
	Contract Rates Per Hour	$175.00	$120.00	$75.00	$30.00
	Sub-Total Labor Cost	$10,150.00	$3,120.00	$6,900.00	$570.00

SUB-TOTAL LABOR COST	$20,740.00
SURVEYING FEES	$3,500.00
TOTAL ENGINEERING FEES	$24,240.00

EXHIBIT E
-Work Authorization Form

HIDALGO COUNTY
Professional Geo Technical and/or
Construction Material Testing Engineer Services
Agreement # _____

WORK AUTHORIZATION NO. _____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner,**" and, _____ professional engineers of_____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the "engineering services" to provide_____.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING
This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

DRAFT

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and Confirmation by Hidalgo County Urban County Program, Diana Serna (Director) as to content and detail of this **Work Authorization No. ____ .**

HIDALGO COUNTY
URBAN COUNTY PROGRAM

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____(cc approval date)_____ as indicated below and effective as of _____ day of _____, 201__.

THE ENGINEER:

_____
By: Ricardo Hinojosa, P.E./President

THE OWNER:
HIDALGO COUNTY
URBAN COUNTY PROGRAM

_____
By: Diana Serna, Director

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

DRAFT

EXHIBIT F
-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ____
TO AGREEMENT FOR PROFESSIONAL
"GEO TECHNICAL and CONSTRUCTION MATERIAL TESTING SERVICES"

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY,** acting herein by and through the **Commissioner's Court,** hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ___ day of _____ **20**___ concerning Engineering for_____ hereinafter referred to as the ("**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement,** (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement,** (paragraph title), is revised to

_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

DRAFT

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY URBAN COUNTY PROGRAM

BY:_____
Diana Serna, Director

LIST OF ATTACHMENTS

(as required)

DRAFT

Exhibit "G"

Policy Number:

Date Entered: 12/08/2015

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/8/2015

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 RISKPRO Insurance Agency, LLC 901 Waterfall Way, Suite 407 Richardson, Texas 75080	CONTACT NAME: PHONE (A/C, No, Ext): (972) 235-3030 FAX (A/C, No): (972) 235-3556 E-MAIL ADDRESS:
INSURED Cruz-Hogan Consultants, Inc. 222 West Harrison, Suite A Harlingen, TX 78550	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : SENTINEL INSURANCE COMPANY, LIMITED — 11000 INSURER B : Hartford Accident and Indemnity Company — 22357 INSURER C : Wesco Insurance Company — 25011 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	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			46 SBA NV4715	5/16/2015	5/16/2016	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 $1,000,000 $ 10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			46 SBA NV4715	5/16/2015	5/16/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	☒ UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			46 SBA NV4715	05/16/2015	05/16/2016	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below			46 WBC AB7729	7/30/2015	7/30/2016	☒ PER STATUTE ☐ 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	Design Professional Liability			ARA11200295-01	09/09/2015	09/09/2016	Each Claim Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is subject to all policy terms, conditions, exclusions and endorsements.

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
2802 South Business Highway 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

Harold P Brunker

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AI-52822 Urban County 15. E.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted For: Diana Serna, URBAN COUNTY Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Hidalgo County Precinct No. 1 requests approval from Hidalgo County Commissioners' Court to enter into an Interlocal Cooperation Agreement with the City of Edcouch for the overlaying of streets in the amount of $268,322.20 utilizing FY 27 (2014) UCP Street Improvements funding.

2. Requesting authorization for county judge to sign the required documents.

BACKGROUND

This Interlocal Cooperation Agreement will authorize Precinct No. 1 and the City of Edcouch to cooperate in the completion of street improvements to Wista Street (From McDaniel to Crenshaw Ave.), Ester Street (From Adkins St. to Crenshaw Ave.), Southern Ave. (From Lackland St. to Railroad St.), Calle Juanita (From SH 107 to Avenida del Sur St.), Gonzalez St. (From Juanita St. to Calle Angelita), Calle Lopez (From Angelita St. to Salazar St.), Gutierres St. (From Llano Grande St. to end of Road), including but not limited to adjacent/abutting streets within the same general vicinity in Edcouch, Texas.

Funds Available: $268,322.00 FY 27 (2014) Street Improvements

---

Fiscal Impact

Attachments

Interlocal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/30/2015 02:28 PM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Sandra Regalado Started On: 12/30/2015 02:11 PM

Final Approval Date: 01/01/2016

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY AND CITY OF EDCOUCH, TEXAS

THIS Agreement is made on this the 5th day of January 2016, by and between **HIDLAGO COUNTY, TEXAS,** acting by and through Precinct 1 of Hidalgo County hereinafter referred to as "County", and the **CITY OF EDCOUCH, TEXAS,** hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

W I T N E S S E T H:

WHEREAS, Hidalgo County is a county created in Texas;

WHEREAS, Edcouch is a home rule city located in Texas;

WHEREAS, City and County desires to assist each other in over laying Wista Street from McDaniel to Crenshaw Ave., Ester Street from Adkins Street to Crenshaw Ave., Southern Ave. from Lackland Street to Railroad Street., Calle Juanita from SH 107 to Avenida del Sur Street, Gonzalez Street from Juanita Street to Calle Angelita Street, Calle Lopez from Angelita Street to Salazar Street, and Gutierres Street from Llano Grande Street to end of Street, (the "Work").

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

1. City agrees to pay County for the Work. County's cost of the work shall be based on the County's cost of labor, equipment and materials for County's furtherance of the Work. The County's current hourly rates for labor and equipment are attached hereto as Exhibits A and B respectively. County is and shall be solely responsible for determining County's cost for labor, and equipment. Hourly costs for labor of County shall include all benefits and other costs associated with the employment of each individual.

2. City shall provide through its CDBG funds all materials necessary to accomplish the Work.

3. All other costs associated with the Work shall be the responsibility of the City. The cost of the Work provided by County is estimated to be $ 59,969.85. City shall pay County the sum of $ 59,969.85 upon execution of this Agreement. Any costs expended by County in excess of such $59,969.85 shall be paid by City within thirty (30) days after receipt of invoice from County by City.

4. Term. The term of this Agreement shall be for one hundred twenty (120) days from the date of the last of County or City to approve this Agreement.

5. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other provided this Agreement shall not be terminated after County commences the Work.

6. The parties agree that County will be released of any and all duties imposed by this Agreement, following completion of the Work described in this Agreement

7. City, pursuant to Tex. Trans. Code 251.012, authorizes County to perform the work and services described herein within its corporate city limits.

8. **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 their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

9. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

10. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the City and County and not otherwise.

11. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to City:	City of Edcouch Attention: Robert S. Schmalzried, Mayor P. O. Box 100 Edcouch, Texas 78538
If to County:	Hidalgo County Attn: Ramon Garcia, County Judge 100 E. Cano St. Second Floor Edinburg, TX 78539
With copy to:	Commissioner A.C. Cuellar, Jr., Precinct No.1 1902 Joe Stephens Ave., Ste. 101 Weslaco, Texas 78596

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

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

13. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

14. **Assignment.** This Agreement shall not be assignable.

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

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

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

18. **Prior Agreements.** This Agreement supersedes and terminates all previous Agreement between the parties hereto concerning the subject matter hereof except for any Agreement where dated prior to this Agreement to the extent work

is being performed thereunder at the time of executing this Agreement. Once ongoing work under any such previous A greement(s) is completed and payment is remitted such previous A greement shall terminate at such time.

19. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

20. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party.

Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. Section 271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF EDCOUCH

By: _____
Robert S. Schmalzried, Mayor

ATTEST:

By: _____
Marcy Ledez, City Secretary

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr.

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

By: _____
Stephen L. Crain

STATE OF TEXAS §

COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Precinct 1 has been advised of a proposed project to overlay Wista Street from McDaniel to Crenshaw Ave., Ester Street from Adkins Street to Crenshaw Ave., Southern Ave. from Lackland Street to Railroad Street, Calle Juanita from SH 107 to Avenida del Sur Street, Gonzalez Street from Juanita Street to Calle Angelita Street, Calle Lopez from Angelita Street to Salazar Street, and Gutierres Street from Llano Grande Street to end of Road. City shall pay County the cost of equipment and labor of County the cost of materials from City's CDBG funds to overlay such streets through an Interlocal Cooperation Agreement.

By vote on _____ 2016, the Hidalgo County Commissioners Court has approved the Project identified above.

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

FEMA's SCHEDULE OF EQUIPMENT RATES

Exhibit "A"

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8130	Boat, Row				Heavy duty.	hour	$0.85
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	$14.00
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	$26.00
8120	Boat, Tow	Size	55'x20'x5'	to 870	Steel.	hour	$250.00
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hour	$300.00
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	$450.00
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	$830.00
8140	Boat, Tug	Length	16 ft	to 100		hour	$33.50
8141	Boat, Tug	Length	18 ft	to 175		hour	$53.00
8142	Boat, Tug	Length	26 ft	to 250		hour	$65.00
8143	Boat, Tug	Length	40 ft	to 380		hour	$150.00
8144	Boat, Tug	Length	51 ft	to 700		hour	$225.00
8419	Breaker, Pavement, Hand-Held	Weight	25-90 lb			hour	$0.65
8420	Breaker, Pavement			to 70		hour	$31.25
8150	Broom, Pavement	Broom Length	72 in	to 35		hour	$12.30
8151	Broom, Pavement	Broom Length	96 in	to 100		hour	$19.75
8153	Broom, Pavement, Mntd	Broom Length	72 in	to 18	Add to Prime Mover rate for total rate.	hour	$6.00
8154	Broom, Pavement, Pull	Broom Length	84 in	to 20	Add to Prime Mover rate for total rate.	hour	$10.25
8270	Bucket, Clamshell	Capacity	1.0 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	$3.60
8271	Bucket, Clamshell	Capacity	2.5 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	$6.75
8272	Bucket, Clamshell	Capacity	5.0 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	$11.25
8273	Bucket, Clamshell	Capacity	7.5 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	$14.50
8275	Bucket, Dragline	Capacity	2.0 cy		Does not include Clamshell & Dragline.	hour	$2.90
8276	Bucket, Dragline	Capacity	5.0 cy		Does not include Clamshell & Dragline.	hour	$6.50
8277	Bucket, Dragline	Capacity	10 cy		Does not include Clamshell & Dragline.	hour	$10.50
8278	Bucket, Dragline	Capacity	14 cy		Does not include Clamshell & Dragline.	hour	$13.50
8180	Bus			to 150		hour	$20.00
8181	Bus			to 210		hour	$23.00
8182	Bus			to 300		hour	$27.00
8190	Chain Saw	Bar Length	16 in			hour	$1.75
8191	Chain Saw	Bar Length	25 in			hour	$3.20
8192	Chain Saw, Pole	Bar Size	18 in			hour	$1.60
8200	Chipper, Brush	Chipping Capacity	6 in	to 35	Trailer Mounted.	hour	$7.50
8201	Chipper, Brush	Chipping Capacity	9 in	to 65	Trailer Mounted.	hour	$16.00
8202	Chipper, Brush	Chipping Capacity	12 in	to 100	Trailer Mounted.	hour	$21.75
8203	Chipper, Brush	Chipping Capacity	15 in	to 125	Trailer Mounted.	hour	$30.75
8204	Chipper, Brush	Chipping Capacity	18 in	to 200	Trailer Mounted.	hour	$45.50
8210	Clamshell & Dragline, Crawler		149,999 lb	to 235	Bucket not included in rate.	hour	$86.00
8211	Clamshell & Dragline, Crawler		250,000 lb	to 520	Bucket not included in rate.	hour	$121.00
8212	Clamshell & Dragline, Truck			to 240	Bucket not included in rate.	hour	$130.00
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 cy		Truck Mounted. Add to Truck rate for total rate.	hour	$16.00
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 cy		Truck Mounted. Add to Truck rate for total rate.	hour	$21.50
8220	Compactor			to 10		hour	$11.00
8221	Compactor, Towed, Vibratory Drum			to 45		hour	$17.50
8222	Compactor, Vibratory, Drum			to 75		hour	$25.00
8223	Compactor, Pneumatic, Wheel			to 100		hour	$29.00
8225	Compactor, Sanitation			to 300		hour	$96.00
8226	Compactor, Sanitation			to 400		hour	$163.00
8227	Compactor, Sanitation			to 535		hour	$225.00
8228	Compactor, Towed, Pneumatic, Wheel		10000 lb		Add to Prime Mover rate for total rate.	hour	$7.50

FEMA's SCHEDULE OF EQUIPMENT RATES

Exhibit "A"

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8317	Generator	Prime Output	350 kW	to 500		hour	$95.00
8318	Generator	Prime Output	530 kW	to 750		hour	$150.00
8319	Generator	Prime Output	710 kW	to 1000		hour	$200.00
8320	Generator	Prime Output	1100 kW	to 1500		hour	$375.00
8321	Generator	Prime Output	2500 kW	to 3000		hour	$500.00
8755	Golf Cart	Capacity	2 person			hour	$3.20
8330	Graders	Moldboard Size	10 ft	to 110	Includes Rigid and Articulate	hour	$34.50
8331	Graders	Moldboard Size	12 ft	to 150	Includes Rigid and Articulate	hour	$58.00
8332	Graders	Moldboard Size	14 ft	to 225	Includes Rigid and Articulate	hour	$70.00
8350	Hose, Discharge	Diameter	3 in		Per 25 foot length. Includes couplings.	hour	$0.13
8351	Hose, Discharge	Diameter	4 in		Per 25 foot length. Includes couplings.	hour	$0.19
8352	Hose, Discharge	Diameter	6 in		Per 25 foot length. Includes couplings.	hour	$0.50
8353	Hose, Discharge	Diameter	8 in		Per 25 foot length. Includes couplings.	hour	$0.75
8354	Hose, Discharge	Diameter	12 in		Per 25 foot length. Includes couplings.	hour	$1.35
8355	Hose, Discharge	Diameter	16 in		Per 25 foot length. Includes couplings.	hour	$2.20
8356	Hose, Suction	Diameter	3 in		Per 25 foot length. Includes couplings.	hour	$0.23
8357	Hose, Suction	Diameter	4 in		Per 25 foot length. Includes couplings.	hour	$0.43
8358	Hose, Suction	Diameter	6 in		Per 25 foot length. Includes couplings.	hour	$0.90
8359	Hose, Suction	Diameter	8 in		Per 25 foot length. Includes couplings.	hour	$1.35
8360	Hose, Suction	Diameter	12 in		Per 25 foot length. Includes couplings.	hour	$2.45
8361	Hose, Suction	Diameter	16 in		Per 25 foot length. Includes couplings.	hour	$3.90
8517	Jackhammer (Dry)	Weight Class	25-45 lb			hour	$1.00
8518	Jackhammer (Wet)	Weight Class	30-55 lb			hour	$1.15
8380	Loader, Crawler	Bucket Capacity	0.5 cy	to 32	Includes bucket.	hour	$11.50
8381	Loader, Crawler	Bucket Capacity	1 cy	to 60	Includes bucket.	hour	$19.00
8382	Loader, Crawler	Bucket Capacity	2 cy	to 118	Includes bucket.	hour	$42.00
8383	Loader, Crawler	Bucket Capacity	3 cy	to 178	Includes bucket.	hour	$76.00
8384	Loader, Crawler	Bucket Capacity	4 cy	to 238	Includes bucket.	hour	$115.00
8540	Loader, Skid-Steer	Operating Capacity	1000 lb	to 35		hour	$11.00
8541	Loader, Skid-Steer	Operating Capacity	2000 lb	to 65		hour	$18.00
8542	Loader, Skid-Steer	Operating Capacity	3000 lb	to 85		hour	$22.00
8401	Loader, Tractor, Wheel			to 81		hour	$25.00
8390	Loader, Wheel	Bucket Capacity	0.5 cy	to 38		hour	$15.50
8391	Loader, Wheel	Bucket Capacity	1 cy	to 60		hour	$21.50
8392	Loader, Wheel	Bucket Capacity	2 cy	to 105		hour	$28.75
8393	Loader, Wheel	Bucket Capacity	3 cy	to 152		hour	$40.00
8394	Loader, Wheel	Bucket Capacity	4 cy	to 200		hour	$52.00
8395	Loader, Wheel	Bucket Capacity	5 cy	to 250		hour	$66.00
8396	Loader, Wheel	Bucket Capacity	6 cy	to 305		hour	$82.00
8397	Loader, Wheel	Bucket Capacity	7 cy	to 360		hour	$95.00
8398	Loader, Wheel	Bucket Capacity	8 cy	to 530		hour	$140.00
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 cy	to 40	Loader and Backhoe Buckets included.	hour	$14.75
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 cy	to 70	Loader and Backhoe Buckets included.	hour	$23.50
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 cy	to 95	Loader and Backhoe Buckets included.	hour	$33.00
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 cy	to 115	Loader and Backhoe Buckets included.	hour	$38.00
8410	Mixer, Concrete Portable	Batching Capacity	10 cft			hour	$3.25
8411	Mixer, Concrete Portable	Batching Capacity	12 cft			hour	$4.25
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 cft	to 10		hour	$8.75
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 cft	to 25		hour	$15.25
8075	Motorcycle, Police					mile	$0.35
8633	Mulcher, Trailer Mntd	Working Capacity	7 tph	to 35		hour	$10.25
8634	Mulcher, Trailer Mntd	Working Capacity	10 tph	to 55		hour	$15.75
8635	Mulcher, Trailer Mntd	Working Capacity	20 tph	to 120		hour	$24.75
8430	Paver, Asphalt, Towed				Does not include Prime Mover.	hour	$7.00
8431	Paver, Asphalt			to 50	Includes wheel and crawler equipment.	hour	$65.00
8432	Paver, Asphalt			to 125	Includes wheel and crawler equipment.	hour	$115.00
8433	Paver, Asphalt			to 175	Includes wheel and crawler equipment.	hour	$125.00
8434	Paver, Asphalt			to 250	Includes wheel and crawler equipment.	hour	$140.00
8436	Pick-up, Asphalt			to 110		hour	$55.00
8437	Pick-up, Asphalt			to 150		hour	$83.00
8438	Pick-up, Asphalt			to 200		hour	$110.00
8439	Pick-up, Asphalt			to 275		hour	$140.00
8660	Plow, Cable	Plow Depth	24 in	to 30		hour	$10.25

FEMA's SCHEDULE OF EQUIPMENT RATES

Exhibit "A"

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8591	Trailer, Dump	Capacity	30 cy		Does not include Prime Mover.	hour	$14.00
8600	Trailer, Equipment	Capacity	30 ton			hour	$10.25
8601	Trailer, Equipment	Capacity	40 ton			hour	$12.50
8602	Trailer, Equipment	Capacity	60 ton			hour	$15.00
8603	Trailer, Equipment	Capacity	120 ton			hour	$25.00
8640	Trailer, Office	Trailer Size	8' x 24'			hour	$1.70
8641	Trailer, Office	Trailer Size	8' x 32'			hour	$1.75
8642	Trailer, Office	Trailer Size	10' x 32'			hour	$2.60
8610	Trailer, Water	Tank Capacity	4000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$11.00
8611	Trailer, Water	Tank Capacity	6000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$14.00
8612	Trailer, Water	Tank Capacity	10000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$16.50
8613	Trailer, Water	Tank Capacity	14000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$20.50
8650	Trencher			to 40	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	$11.75
8651	Trencher			to 85	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	$25.00
8290	Trowel, Concrete	Diameter	48 in	to 12		hour	$4.50
8680	Truck, Concrete Mixer	Mixer Capacity	13 cy	to 300		hour	$75.00
8720	Truck, Dump	Struck Capacity	8 cy	to 220		hour	$35.00
8721	Truck, Dump	Struck Capacity	10 cy	to 320		hour	$45.00
8722	Truck, Dump	Struck Capacity	12 cy	to 400		hour	$60.00
8723	Truck, Dump	Struck Capacity	18 cy	to 400		hour	$65.00
8724	Truck, Dump, Off	Struck Capacity	28 cy	to 450		hour	$105.00
8690	Truck, Fire	Pump Capacity	1000 gpm			hour	$70.00
8691	Truck, Fire	Pump Capacity	1250 gpm			hour	$80.00
8692	Truck, Fire	Pump Capacity	1500 gpm			hour	$85.00
8693	Truck, Fire	Pump Capacity	2000 gpm			hour	$90.00
8694	Truck, Fire Ladder	Ladder length	75 ft			hour	$125.00
8695	Truck, Fire Ladder	Ladder length	150 ft			hour	$150.00
8700	Truck, Flatbed	Maximum Gvw	15000 lb	to 200		hour	$20.00
8701	Truck, Flatbed	Maximum Gvw	25000 lb	to 275		hour	$22.00
8702	Truck, Flatbed	Maximum Gvw	30000 lb	to 300		hour	$25.00
8703	Truck, Flatbed	Maximum Gvw	45000 lb	to 380		hour	$43.00
8730	Truck, Garbage	Capacity	25 cy	to 255		hour	$47.00
8731	Truck, Garbage	Capacity	32 cy	to 325		hour	$55.00
8800	Truck, Pickup				Transporting people.	mile	$0.50
8801	Truck, Pickup		½ ton			hour	$14.00
8802	Truck, Pickup		1 ton			hour	$20.00
8803	Truck, Pickup		1¼ ton			hour	$22.00
8804	Truck, Pickup		1½ ton			hour	$25.00
8805	Truck, Pickup		1¾ ton			hour	$30.00
8790	Truck, Tractor	4 x 2	30000 lb	to 220		hour	$32.00
8791	Truck, Tractor	4 x 2	45000 lb	to 310		hour	$45.00
8792	Truck, Tractor	6 x 4	50000 lb	to 400		hour	$55.00
8780	Truck, Water	Tank Capacity	2500 gal	to 175	Include pump and rear spray system.	hour	$31.00
8781	Truck, Water	Tank Capacity	4000 gal	to 250	Include pump and rear spray system.	hour	$42.00
8620	Tub Grinder			to 440		hour	$85.00
8621	Tub Grinder			to 630		hour	$120.00
8622	Tub Grinder			to 760		hour	$150.00
8623	Tub Grinder			to 1000		hour	$270.00
8753	Vehicle, Recreational			to 10		hour	$3.00
8750	Vehicle, Small			to 30		hour	$7.00
8761	Vibrator, Concrete			to 4		hour	$1.15
8770	Welder, Portable			to 16	Includes ground cable and lead cable.	hour	$5.00
8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	$11.50
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	$16.00
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	$22.00

Precinct: 1

Exhibit "B"

PROJECT NAME: Edcouch Roads Project

Emp ID	Employee Name	Position Title	Annual Salary	Annual Longevity	Hourly Rate	Hrs	Total Hourly Compensation (Salary & Longevity)	Total Compensation	FICA	Retirement	Unemployment	Workers Comp	Health Ins	Life	Total Labor Costs
LABOR COSTS															
		Paving Supervisor			20.80	32	20.80	665.60	50.92	70.75	3.99	45.79	91.20	0.58	928.83
		Paver			21.63	64	21.63	1,384.32	105.90	147.15	8.31	95.24	182.40	1.16	1,924.48
		Maintenance I			12.02	64	12.02	769.28	58.85	81.77	4.62	52.93	182.40	1.16	1,151.01
		Heavy Equip. Operator			14.58	64	14.58	933.12	71.38	99.19	5.60	64.20	182.40	1.16	1,357.05
		Maintenance I			14.59	64	14.59	933.76	71.43	99.26	5.60	64.24	182.40	1.16	1,357.85
		Maintenance II			15.61	64	15.61	999.04	76.43	106.20	5.99	68.73	182.40	1.16	1,439.95
		Heavy Equip. Operator			16.13	64	16.13	1,032.32	78.97	109.74	6.19	71.02	182.40	1.16	1,481.80
		Heavy Equip. Operator			15.10	64	15.10	966.40	73.93	102.73	5.80	66.49	182.40	1.16	1,398.91
		Truck Driver			14.59	64	14.59	933.76	71.43	99.26	5.60	64.24	182.40	1.16	1,357.85
		Truck Driver			17.58	64	17.58	1,125.12	86.07	119.60	6.75	77.41	182.40	1.16	1,598.51
		Truck Driver			16.92	64	16.92	1,082.88	82.84	115.11	6.50	74.50	182.40	1.16	1,545.39
		Truck Driver			17.07	64	17.07	1,092.48	83.57	116.13	6.55	75.16	182.40	1.16	1,557.45
		Truck Driver			13.64	64	13.64	872.96	66.78	92.80	5.24	60.06	182.40	1.16	1,281.40
		Truck Driver			13.49	64	13.49	863.36	66.05	91.78	5.18	59.40	182.40	1.16	1,269.33
		Truck Driver			13.82	64	13.82	884.48	67.66	94.02	5.31	60.85	182.40	1.16	1,295.88
OVERHEAD COST															
		Assistant Field Operations Director			27.40	32	27.40	876.80	67.08	93.20	5.26	2.10	91.20	0.58	1,136.22
														Subtotal:	**22,081.85**

Equipment Costs	Hourly Rate	Total Hours	Actual Paid
Double Drum Roller	25.00	64	1,600.00
Pneumatic Roller	29.00	64	1,856.00
Loader-Backhoe Wheel	38.00	64	2,432.00
Paver Asphalt	140.00	64	8,960.00
Dump Trucks	60.00	64	3,840.00
Dump Trucks	60.00	64	3,840.00
Dump Trucks	60.00	64	3,840.00
Dump Trucks	60.00	64	3,840.00
Dump Trucks	60.00	64	3,840.00
Dump Trucks	60.00	64	3,840.00
		Subtotal:	**37,888.00**

TOTAL LABOR & EQUIPMENT: $ 59,969.85

RE: Interlocal Agreement

From : Steve Crain <scrain@atlashall.com> Tue, Dec 29, 2015 02:55 PM
Subject : RE: Interlocal Agreement 1 attachment
To : 'Monica Leal' <monica.leal@co.hidalgo.tx.us>

That will work.

From: Monica Leal [mailto:monica.leal@co.hidalgo.tx.us]
Sent: Tuesday, December 29, 2015 2:03 PM
To: Stephen L. Crain <scrain@atlashall.com>
Cc: Diana Serna <diana.serna@co.hidalgo.tx.us>; Antonio Barco <antonio.barco@co.hidalgo.tx.us>
Subject: Re: Interlocal Agreement

Hi Marynel,

Please see attachment, hope this is what he's requesting.

Rspectfully,

Monica Leal

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Monica Leal" <monica.leal@co.hidalgo.tx.us>
Sent: Tuesday, December 29, 2015 12:38:18 PM
Subject: RE: Interlocal Agreement

Hi Monica:

As per Mr. Crain, attached is the Agreement with information requested. Exhibits A &B must be attached.

Thank you,
Marynel Trevino, Secretary for
Stephen L. Crain& J. Joseph Vale
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com

Atlas Hall Rodriguez

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From: Monica Leal [mailto:monica.leal@co.hidalgo.tx.us]
Sent: Tuesday, December 29, 2015 11:42 AM
To: Stephen L. Crain
Cc: Diana Serna; Antonio Barco
Subject: Re: Interlocal Agreement

Good morning Mr. Crain,

Attached, please find the documents pending as per your email below for the review and approval.

Should you need additional information, please let me know.

Thank you,

Monica Leal

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "monica leal" <monica.leal@co.hidalgo.tx.us>
Sent: Friday, December 11, 2015 1:04:23 PM
Subject: FW: Interlocal Agreement

Good afternoon Monica:

Attached is a draft agreement with the City of Edcouch as per your conversation with Mr. Crain . We need the information on the blanks also needed is exhibit A.
Thank you,
Marynel Trevino, Secretary

From: Monica Leal [mailto:monica.leal@co.hidalgo.tx.us]
Sent: Friday, December 11, 2015 8:52 AM
To: Steve Crain

Cc: Diana Serna; Antonio Barco; patricio avila
Subject: Interlocal Agreement

Good morning Mr. Crain,

Attached, please find a copy of an Interlocal Agreement (between Precinct No. 1 and the City of Edcouch) with its attachments that will be presented to Hidalgo County Commissioners' Court for approval. Please review and make any editions or recommendations as needed.

Should you have any questions or concerns, please do not hesitate to contact Mr. Antonio Barco at your earliest convenience to 956-787-8127 ext. 2238.

Respectfully Submitted,

Monica Leal

From: Ricoh4502@ucp.co.hidalgo.tx.us
To: "Monica Leal" <Monica.Leal@co.hidalgo.tx.us>
Sent: Friday, December 11, 2015 8:25:50 AM
Subject: Message from "RNP00267360987B"

This E-mail was sent from "RNP00267360987B" (Aficio MP C4502).

Scan Date: 12.11.2015 08:25:48 (-0600)
Queries to: Ricoh4502@ucp.co.hidalgo.tx.us

Atlas Hall Rodriguez

image001.jpg
5 KB

Planning Department 17. A.

AI-52697

CC - REGULAR
Meeting Date: 01/05/2016
Submitted For: Flor Castillo, PLANNING DEPT.
Submitted By: Flor Castillo, PLANNING DEPT.
Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval
a. Jecca Subdivision- Pct. 3 (Gorgonio Moreno) (Bentsen Palm Drive & Mile 3 North Road)
b. Eduardo's No. 13 Subdivision- Pct. 3 (Aniceto Izaguirre) (Trosper Road & Mile 4 North Road)
c. M. Solis Subdivision- Pct. 1 (Melesio Solis) (Mile 12 ½ North Road & Mile 4 West Road)
d. J.O.A. Subdivision- Pct. 2 (Oriel Alvarez) (El Gato Road & Border Road)

2. Final Approval with Financial Guarantee
a. Pueblo de Palmas No. 17- Pct. 4 (J. Gary Frisby) (Ramseyer Road & Cesar Chavez Road)

3. Reimbursement of Financial Guarantee
a. David Garza Subdivision- Pct. 3
b. Tierra De Santa Cruz Subdivision- Pct. 4

BACKGROUND

Fiscal Impact

Attachments

Jecca Subdivision
Eduardo's No. 13 Subdivision
M. Solis Subdivision
J.O.A. Subdivision
Pueblo De Palmas No. 17 Subdivision
David Garza Subdivision
Tierra De Santa Cruz Subdivision

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/21/2015 03:51 PM
Glinda Pacheco	Glinda Pacheco	12/23/2015 03:39 PM

Purchasing Department	Monica Badillo	01/01/2016 01:08 PM
Form Started By: Flor Castillo		Started On: 12/16/2015 03:54 PM
Final Approval Date: 01/01/2016		

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 1-05-2016

PROPOSED **JECCA** SUBDIVISION, PRECINCT No. **3.**

ENGINEER: **Quintanilla, Headley & Associates** DEVELOPER: **Gorgonio Moreno**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **1** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **West of Bentsen Palm Drive approximately ½ mile south of Mile 3 North Road..**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **Mission** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **1-15-15** PROPERTY LIES WITHIN FLOOD ZONE: **" C "** AS PER FEMA.

ROAD R.O.W. DEDICATION: **15 feet onto Bentsen Palm Drive.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **10-1-15** By, **Victor Gallardo, Pct. 3** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **12-15-15** By, **Elizardo "Chardo" Ramos** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Aniceto Izaguirre**

☐OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON:

WATER SERVICE PROVIDER: **SWSC** LINE SIZE: **4"** LOCATION: **Bentsen Palm Drive**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **12-9-15** : By **Martin Ramirez** Environmental Compliance Coordinator

☒**SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice 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.

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

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: _____, __

STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **Mission**.

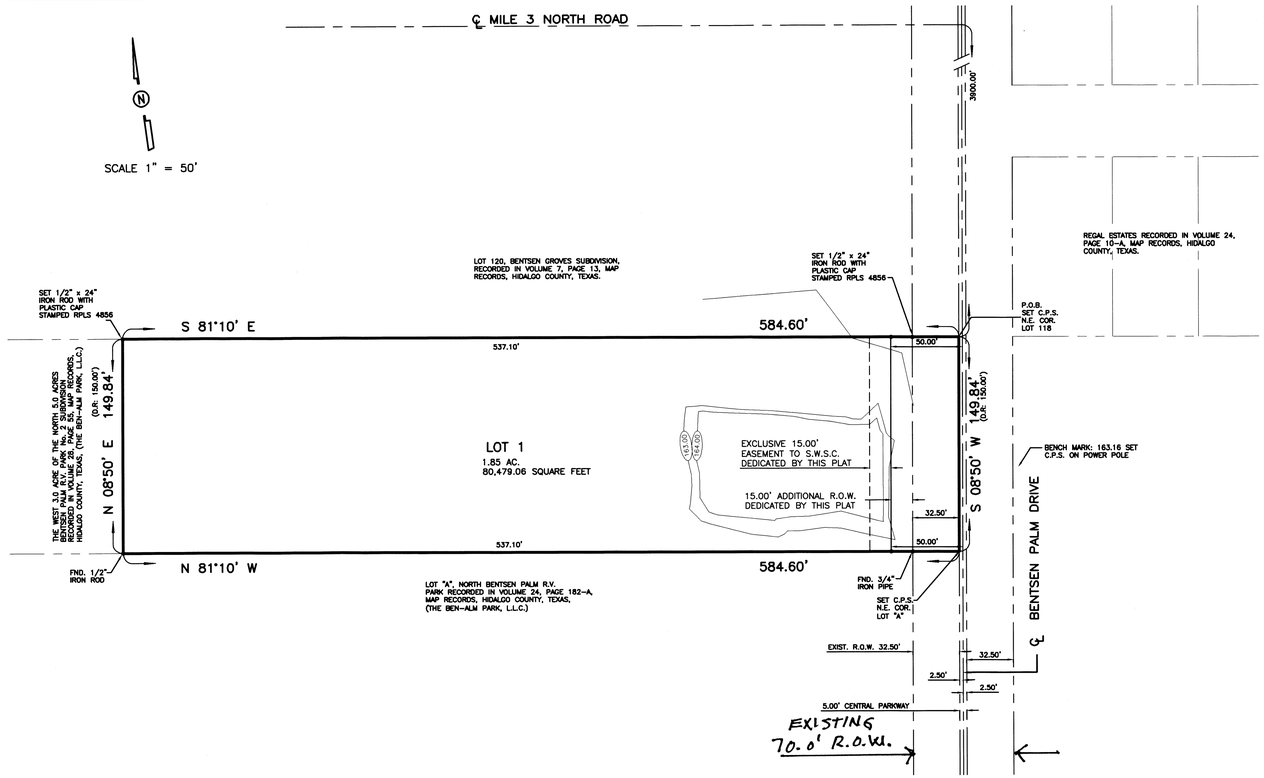
☐ **Final Approval** *subject to recommendations other departments*

☐ **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.*

JECCA SUBDIVISION

A 2.01 ACRE TRACT OF LAND OUT OF THE NORTH 5.0 ACRES OF LOT 118, BENTSEN GROVES SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 13, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1539134, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE DESIGNATION: ZONE "C" AREAS OF MINIMAL FLOODING. (NO SHADING.) COMMUNITY-PANEL NUMBER 480334 0400 C MAP REVISED: NOVEMBER 16, 1982
2. -LEGEND ● - DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED R.P.L.S. 4856, UNLESS OTHERWISE NOTED.

3. SETBACKS:
FRONT: .....50.00'
REAR: .....15.00'
SIDE: 6.00
OR EASEMENT, WHICHEVER IS GREATER

4. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE SINGLE-FAMILY DETACHED DWELLING SHALL BE LOCATED ON LOT AND COMMERCIAL USE WILL BE ALLOWED

5. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CENTERLINE 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 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.

6. BENCHMARK NOTE: THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. NO. 1 – ELEV 163.16 C.P.S. IN POWER POLE ON THE EAST SIDE OF BENSTEN PALM DRIVE.

7. 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 2,700.50 CUBIC FEET 0.10 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).

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. 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.

10. 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 AND MULTI-FAMILY 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.

11. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

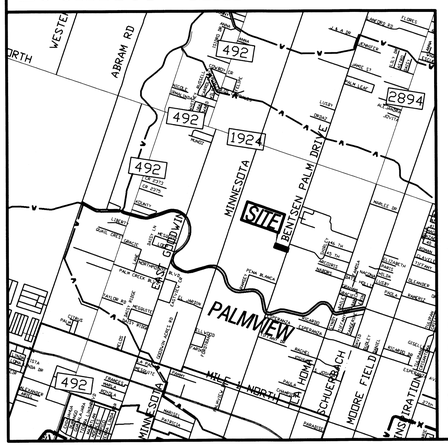
12. GORGONIO MORENO AND MARIA S. MORENO, THE OWNER & SUBDIVIDER OF JECCA SUBDIVISION, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.

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 OCCUPYING AN EASEMENT.

14. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL INDUSTRIAL & MULTI-FAMILY 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. 5' SIDEWALK REQUIRED ALONG BENSTEN PALM DRIVE AT BUILDING PERMIT STAGE.

LOCATION MAP



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

JECCA SUBDIVISION IS LOCATED IN MIDDLE HIDALGO COUNTY AT 3900.00 FEET WEST OF THE INTERSECTION OF BENTSEN PALM DRIVE AND MILE 3 NORTH ROAD THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION . ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (POPULATION 63,272). JECCA SUBDIVISION LIES APPROXIMATELY 1.14 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERMENT CODE § 42.021. IT LIES IN PCT. 3.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	BY: GORGONIO MORENO AND MARIA S. MORENO	5309 RANCH ROAD	MISSION, TX 78574		
ENGINEER:	EULALIO RAMIREZ	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527
SURVEYOR:	EULALIO RAMIREZ	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527

METES AND BOUNDS

A 2.01 ACRE TRACT OF LAND OUT OF THE NORTH 5.0 ACRES OF LOT 118, BENTSEN GROVES SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 13, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1539134, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET WITHIN THE RIGHT OF WAY OF BENTSEN PALM DRIVE FOR THE NORTHEAST CORNER OF LOT 118 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°50' W, ALONG THE EAST LINE OF LOT 118, PARALLEL TO AND 2.50 FEET WEST OF THE CENTERLINE OF BENTSEN PALM DRIVE, A DISTANCE OF 149.84 FEET (DEED RECORD: 150.00 FEET) TO A COTTON PICKER SPINDLE SET FOR THE NORTHEAST CORNER OF LOT "A", NORTH BENTSEN PALM R.V. PARK, RECORDED IN VOLUME 24, PAGE 182-A, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°10' W, ALONG THE NORTH LINE OF LOT "A", NORTH BENTSEN PALM R.V. PARK, PASSING A 3/4" IRON PIPE FOUND AT 32.50 FEET FOR THE WEST RIGHT OF WAY LINE OF BENTSEN PALM DRIVE, A TOTAL DISTANCE OF 584.60 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF BENTSEN PALM R.V. PARK No.2 SUBDIVISION (RECORDED IN VOLUME 28, PAGE 55, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°50' E, ALONG THE EAST LINE OF BENTSEN PALM R.V. PARK No.2 SUBDIVISION, A DISTANCE OF 149.84 FEET (DEED RECORD: 150.00 FEET) TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE NORTH LINE OF LOT 118 FOR THE NORTHEAST CORNER OF SAID BENTSEN PALM R.V. PARK No.2 SUBDIVISION AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°10' E, ALONG THE NORTH LINE OF LOT 118, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 552.10 FEET FOR THE WEST RIGHT OF WAY LINE OF BENTSEN PALM DRIVE, A TOTAL DISTANCE OF 584.60 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.01 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH LOT "A", NORTH BENTSEN PALM R.V. PARK, RECORDED IN VOLUME 24, PAGE 182-A, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS

COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS · ALFONSO QUINTANILLA · 4856 · REGISTERED PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

7-21-15
DATE

INDEX TO SHEETS

SHEET 1.- HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S ACKNOWLEDGMENT: CITY APPROVAL CERTIFICATE: MAYOR'S CERTIFICATE: ADMINISTRATOR'S CERTIFICATE: PLANNING & ZONING CERTIFICATE: COUNTY CLERK'S RECORDING CERTIFICATE: H.C.D.D. No. 1 CERTIFICATION: IRRIGATION DISTRICT No. 6 CERTIFICATION: HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATION: REVISION NOTES.

SHEET 2.- ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), COUNTY CLERK'S RECORDING CERTIFICATE DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES.

APPROVED BY DRAINAGE DISTRICT:
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 THE TEXAS 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 AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL SESIN, P.E., C.F.M.
GENERAL 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

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, GORGONIO MORENO AND MARIA S. MORENO OWNER OF THE 2.01 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED JECCA SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, 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 THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

GORGONIO MORENO
5309 RANCH ROAD
MISSION, TEXAS 78574
HIDALGO COUNTY, TEXAS

DATE:

MARIA S. MORENO
5309 RANCH ROAD
MISSION, TEXAS 78574
HIDALGO COUNTY, TEXAS

DATE:

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared Gorgonio Moreno and Wife, Maria S. Moreno, proved to me through their Texas Department of Public Safety Driver License to be the persons whose names are subscribed to the foregoing instrument, who, being by me first duly sworn, de-clared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 2015.

LILIA A. QUINTANILLA · Notary Public, State of Texas · My Commission Expires July 23, 2016

LILIA A. QUINTANILLA– NOTARY PUBLIC

HIDALGO COUNTY
IRRIGATION DISTRICT No 6

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 ON THIS THE _____ DAY OF _____, 20____.

SECRETARY

PRESIDENT

CITY OF MISSION
PLANNING AND ZONING

THIS PLAT OF THE JECCA SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATE

CHAIRMAN PLANNING COMMISSION

CITY OF MISSION
CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.0115(B), WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF JACCA SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

MAYOR OF CITY OF MISSION

DATE

ATTEST: _____
CITY SECRETARY

DATE

STATE OF TEXAS

COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS · EULALIO RAMIREZ · 77062 · REGISTERED PROFESSIONAL ENGINEER

EULALIO RAMIREZ
P.E. No. 77062

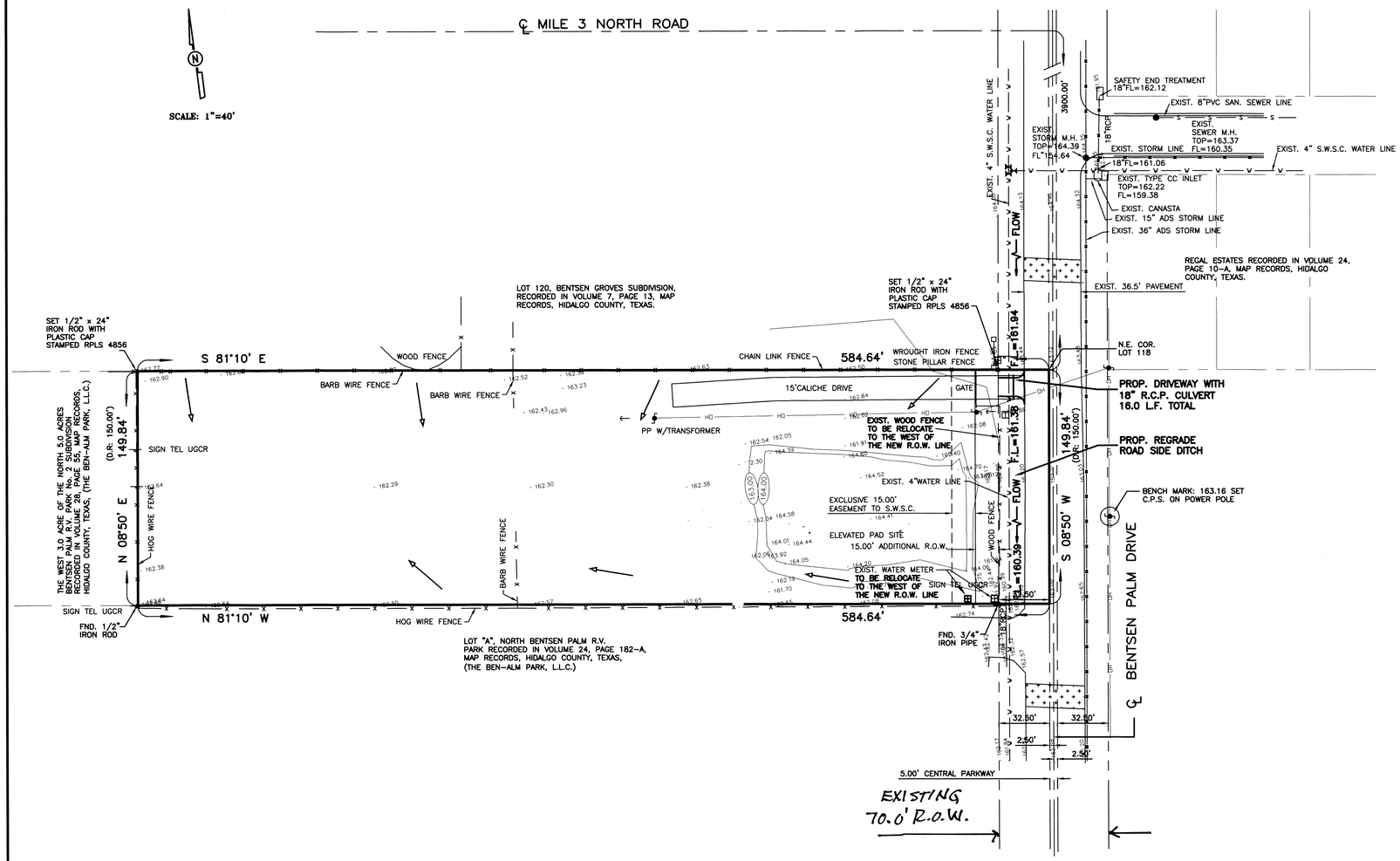
9-29-15
DATE

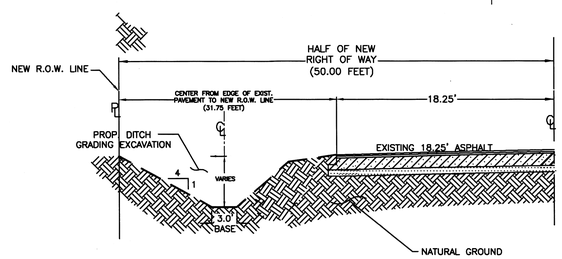
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

F:\DATA\SUBD\MISSION\JECCA SUBDIVISION\PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
7-21-15	J.LUIS OVZS.		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE





RECONSTRUCTION OF ROAD SIDE DITCH

NOT TO SCALE

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

JECCA SUBDIVISION

A 2.01 ACRE TRACT OF LAND OUT OF THE NORTH 5.0 ACRES OF LOT 118, BENTSEN GROVES SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 13, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1539134, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DRAINAGE REPORT
FOR
JECCA SUBDIVISION

Jecca Subdivision is a 2.01 acre tract of land out of the north 5.0 acres of Lot 118, Bentsen Groves Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 7, Page 13, map records, Hidalgo County, Texas, and according to warranty deed with vendor's lien recorded under county Clerk's Document number 1539134, official records, Hidalgo County, Texas. This subdivision is located on the west side of Bentsen Palm Drive approximately 3,900 feet south of Mile 3 North Road. This subdivision is located within the extra-territorial jurisdiction of the City of Mission. The site is agriculture. The proposed subdivision will consist of one residential lot.

The tract is Zone "C" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0400C, dated November 16, 1982.

The majority of the soil is sandy clay loam, and clay loam. This soil is well drained. Permeability is moderate. Plasticity Index has a range of NP-23. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has very minimal runoff. The existing runoff for the proposed subdivision is Q= 1.50 cubic feet per second based on a 10-year storm.

After development the runoff will be Q= 4.47 cubic feet per second for an increase of Q= 2.97 cubic feet per second. Detention will be 2,700.50 cubic feet (0.10 acre feet) in accordance with the County's drainage requirements and will be obtained within the large green areas located on the property.

The drainage calculations are attached.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100-YEAR FLOODPLAIN FOR ZONE "C" [AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN] AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0400 C (NOVEMBER 16, 1982) IS CONTAINED WITHIN THE RIGHT-OF-WAY OF STREET AND WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS
EULALIO RAMIREZ
77062
REGISTERED PROFESSIONAL ENGINEER

EULALIO RAMIREZ
P.E. 77062

9-29-15
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

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 3 OF 3 SHEETS	FILENAME : F:\DATA\SUBD\MISSION\JECCA SUBD\SPLATS			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	08-26-15	JUAS OVZS		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 1-05-2016

PROPOSED **EDUARDO'S NO. 13** SUBDIVISION, PRECINCT No. **3.**

ENGINEER: **Quintanilla, Headley & Associates** DEVELOPER: **Aniceto Izaguirre**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **72** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **East of Trosper Road approximately 1,000 feet south of Mile 4 North Road.**

SUBDIVISION LIES WITHIN THE: ☒ *ETJ of* **Mission** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **10-29-15** PROPERTY LIES WITHIN FLOOD ZONE: **" C "** AS PER FEMA.

DRAINAGE DESIGN: **Storm Drainage System discharging to a regional detention pond.**

ROAD R.O.W. DEDICATION: **20 feet onto Trosper Raod.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **11-12-15** By, **Victor Gallardo, Pct. 3** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **11-12-15** By, **Elizardo "Chardo" Ramos** Environmental Health Division Manager

SEWER SYSTEM: ☒ SANITARY SEWER BY: **Mission** LINE SIZE: **8"** LOCATION: **S.H. 107.**

WATER SERVICE PROVIDER: **SWSC** LINE SIZE: **6 "** LOCATION: **Trosper Road**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **12-9-15** : 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.

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

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: _____, __

STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **Mission**.

☐ **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 PLAT OF:

EDUARDO'S SUBDIVISION No 13

A 20.00 ACRE TRACT OF LAND BEING THE NORTH 10.00 ACRES OF LOT 35–5 AND THE SOUTH 10.00 ACRES OF LOT 36–5, WEST ADDITION TO SHARYLAND SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 56, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2633724, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS,

METES AND BOUNDS

A 20.00 ACRE TRACT OF LAND BEING THE NORTH 10.00 ACRES OF LOT 35–5 AND THE SOUTH 10.00 ACRES OF LOT 36–5, WEST ADDITION TO SHARYLAND SUBDIVISION, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2633724, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE WEST LINE OF LOT 35–5 AND IN THE CENTERLINE OF TROSPER ROAD FOR THE NORTHWEST CORNER OF THE ENRIQUE SAMUEL CORONADO TRACT AND THE SOUTH HALF OF THE NORTH HALF OF LOT 35–5, WEST ADDITION TO SHARYLAND SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 784408, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT, SAID SPINDLE BEARS N 08°39' E, 990.00 FEET FROM THE SOUTHWEST CORNER OF LOT 35–5.

THENCE; N 08°39' E, ALONG THE WEST LINE OF LOTS 35–5 AND THE CENTERLINE OF TROSPER ROAD, PASSING A 1/2" IRON ROD FOUND AT 330.00 FOR THE NORTHWEST CORNER OF LOT 35–5 AND THE SOUTHWEST CORNER OF LOT 36–5, AND CONTINUING ALONG THE WEST LINE OF LOT 36–5, A TOTAL DISTANCE OF 660.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE SOUTHWEST CORNER OF BEULAH SUBDIVISION (RECORDED IN VOLUME 26, PAGE 136 A, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°21' E, ALONG THE SOUTH LINE OF BEULAH SUBDIVISION, PASSING A 3/4" IRON PIPE FOUND AT 20.00 FEET FOR THE EAST RIGHT OF WAY LINE OF TROSPER ROAD, PASSING AT 443.94 FEET THE SOUTHEAST CORNER OF BEULAH SUBDIVISION, THE SOUTHWEST CORNER OF THE JUAN MANUEL BENAVIDES TRACT (A 2.0 ACRE TRACT OUT OF LOT 36–5, WEST ADDITION TO SHARYLAND SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 341293, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), AND CONTINUING ALONG THE SOUTH LINE OF THE JUAN MANUEL BENAVIDES TRACT, THE SOUTH LINE OF THE ADOLFO ROSALES TRACT (A 2.0 ACRE TRACT OUT OF LOT 36–5, WEST ADDITION TO SHARYLAND SUBDIVISION, AND THE SOUTH LINE OF THE ROBERT A. DUBE TRACT (A TRACT OF LAND OUT OF LOT 36–5, WEST ADDITION TO SHARYLAND SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 283313, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), A TOTAL DISTANCE OF 1,320.00 FEET TO A 1/2" IRON PIPE FOUND ON THE EAST LINE OF LOT 36–5 FOR THE SOUTHEAST CORNER OF THE ROBERT A. DUBE TRACT AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°39' W, ALONG THE EAST LINE OF LOT 35–5 AND 36–5, A DISTANCE OF 660.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF THE ENRIQUE SAMUEL CORONADO TRACT AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°21' W, ALONG THE NORTH LINE OF THE ENRIQUE SAMUEL CORONADO TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 1,300.00 FEET FOR THE EAST RIGHT OF WAY LINE OF TROSPER ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 20.00 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH BEULAH SUBDIVISION, RECORDED IN VOLUME 26, PAGE 136 A, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS · ALFONSO QUINTANILLA · 4856 · REGISTERED PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

8-18-15
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

12-8-15
DATE

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, ANICETO IZAGUIRRE, AS OWNER OF THE 20.00 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED EDURARDO'S SUBDIVISION No 13, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, 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 THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

ANICETO IZAGUIRRE
500 SOLAR DRIVE
MISSION TEXAS 78574

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared ANICETO IZAGUIRRE proved to me through his Texas Department of Public Safety Driver 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 purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

LILIA A. QUINTANILLA · Notary Public, State of Texas · My Commission Expires July 23, 2016.

LILIA A. QUINTANILLA– NOTARY PUBLIC

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the EDUARDO'S SUBDIVISION No 13 was reviewed and approved by the Hidalgo County Commisioners Court on _____, _____.

Hidalgo County Judge — Date

ATTEST: Hidalgo County Clerk — Date

APPROVED BY DRAINAGE DISTRICT:
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 THE TEXAS 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 AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL SESIN, P.E., C.F.M.
GENERAL MANAGER

DATE

CITY OF MISSION
CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.0115(B), WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF EDUARDO'S SUBDIVISION No 13 WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

MAYOR OF CITY OF MISSION — DATE

ATTEST: CITY SECRETARY — DATE

MAYOR'S CERTIFICATION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF MISSION, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

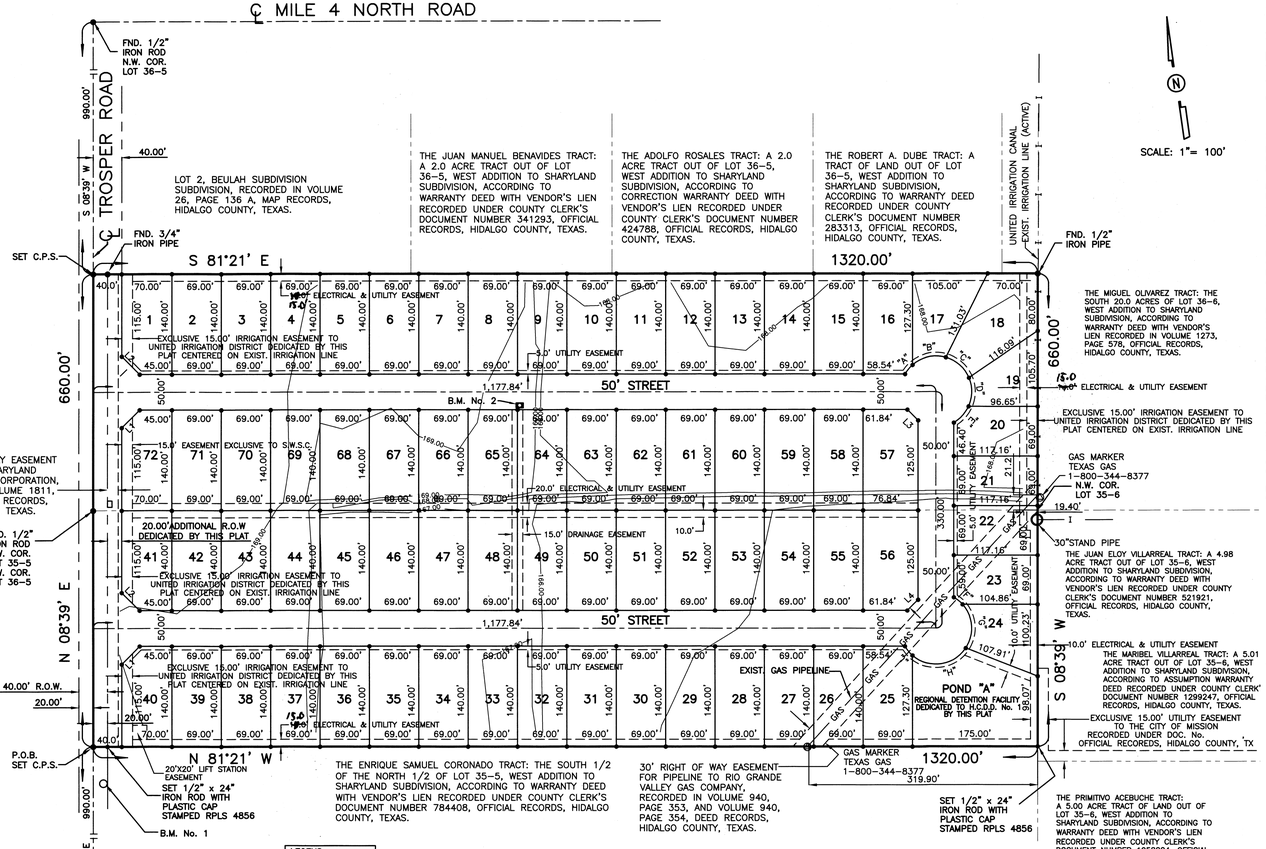
ATTEST:

MAYOR'S SIGNATURE — DATE — CITY SECRETARY — DATE

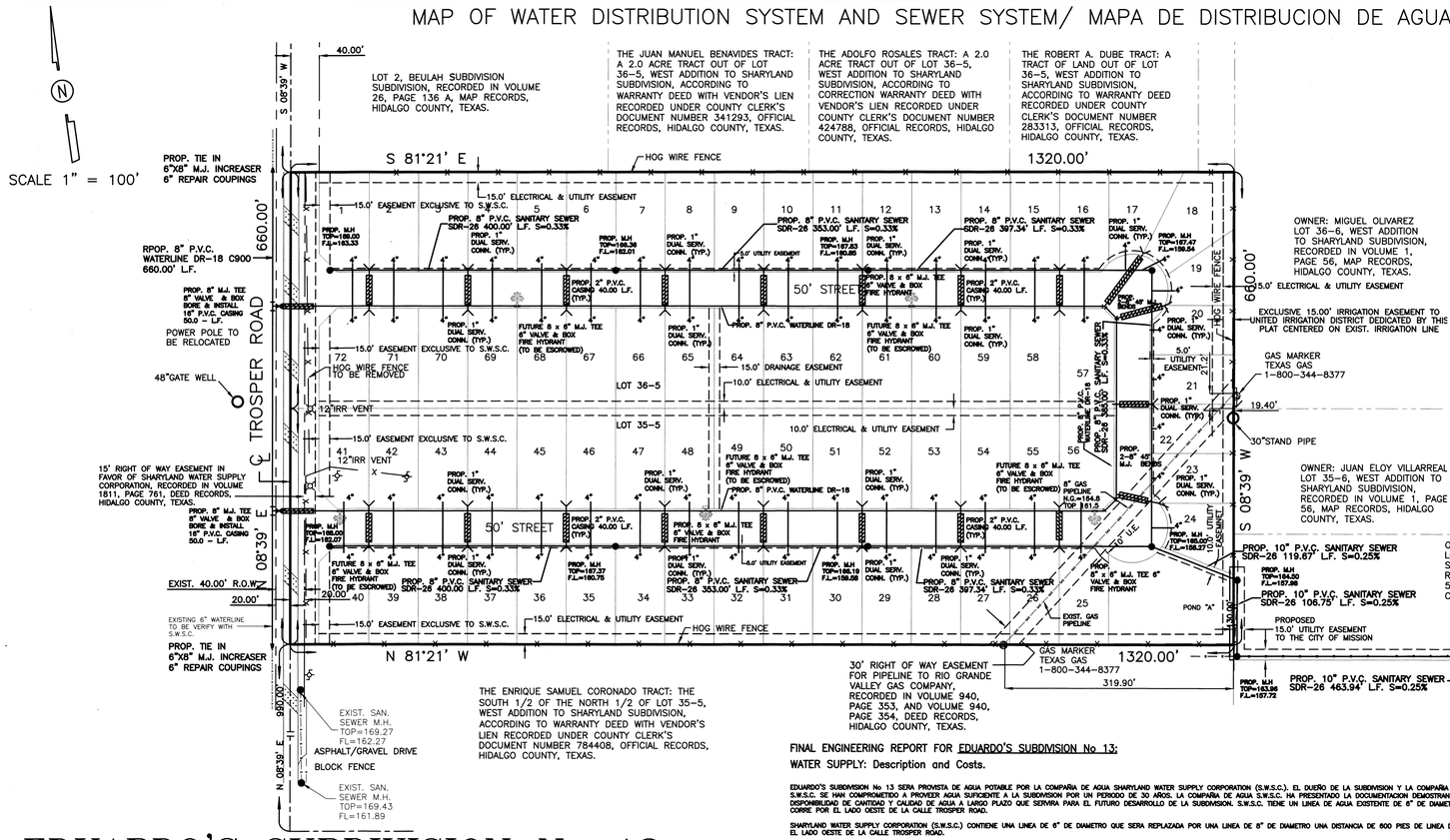
PLANNING & ZONING
COMMISSION CERTIFICATION

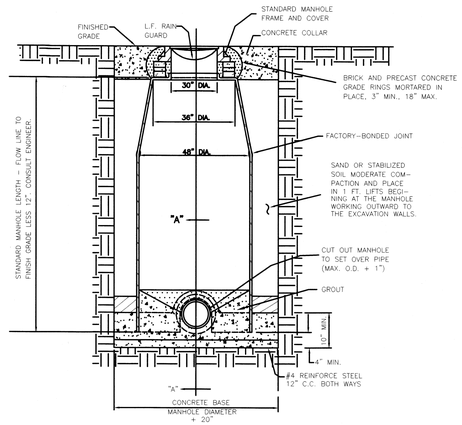
"I, the undersigned, Chairperson of the Planning and Zoning Commission of the City of Mission, hereby certify that this subdivision plat known as EDUARDO'S SUBDIVISION No 13 conforms to all requirements of the Subdivision Regulations of this City wherein my approval is required and has been approved for recording on the _____ day of _____, 20___."

CHAIRPERSON–PLANNING & ZONING COMMISSION


C MILE 4 NORTH ROAD
FND. 1/2" IRON ROD N.W. COR. LOT 36–5
990.00'
TROSPER ROAD
S 08°39' W
40.00'
LOT 2, BEULAH SUBDIVISION SUBDIVISION, RECORDED IN VOLUME 26, PAGE 136 A, MAP RECORDS, HIDALGO COUNTY, TEXAS.
THE JUAN MANUEL BENAVIDES TRACT: A 2.0 ACRE TRACT OUT OF LOT 36–5, WEST ADDITION TO SHARYLAND SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 341293, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
THE ADOLFO ROSALES TRACT: A 2.0 ACRE TRACT OUT OF LOT 36–5, WEST ADDITION TO SHARYLAND SUBDIVISION, ACCORDING TO CORRECTION WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 424788, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
THE ROBERT A. DUBE TRACT: A TRACT OF LAND OUT OF LOT 36–5, WEST ADDITION TO SHARYLAND SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 283313, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
UNITED IRRIGATION CANAL EXIST. IRRIGATION LINE (ACTIVE)
SCALE: 1"= 100'
FND. 3/4" IRON PIPE
SET C.P.S.
S 81°21' E
1320.00'
FND. 1/2" IRON PIPE
660.00'
N 08°39' E
660.00'
1,177.84'
B.M. No. 2
50' STREET
15' RIGHT OF WAY EASEMENT IN FAVOR OF SHARYLAND WATER SUPPLY CORPORATION, RECORDED IN VOLUME 1811, PAGE 761, DEED RECORDS, HIDALGO COUNTY, TEXAS.
FND. 1/2" IRON ROD N.W. COR. LOT 35–5 S.W. COR. LOT 36–5
20.00' ADDITIONAL R.O.W DEDICATED BY THIS PLAT
EXCLUSIVE 15.00' IRRIGATION EASEMENT TO UNITED IRRIGATION DISTRICT DEDICATED BY THIS PLAT CENTERED ON EXIST. IRRIGATION LINE
EXIST. 40.00' R.O.W.
20.00'
P.O.B. SET C.P.S.
N 81°21' W
20'X20' LIFT STATION EASEMENT
SET 1/2" x 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856
B.M. No. 1
990.00'
N 08°39' E
P.O.C. FND. C.P.S. S.W. COR. LOT 35–5
THE ENRIQUE SAMUEL CORONADO TRACT: THE SOUTH 1/2 OF THE NORTH 1/2 OF LOT 35–5, WEST ADDITION TO SHARYLAND SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 784408, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
30' RIGHT OF WAY EASEMENT FOR PIPELINE TO RIO GRANDE VALLEY GAS COMPANY, RECORDED IN VOLUME 940, PAGE 353, AND VOLUME 940, PAGE 354, DEED RECORDS, HIDALGO COUNTY, TEXAS.
GAS MARKER TEXAS GAS 1–800–344–8377
1320.00'
319.90'
SET 1/2" x 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856
THE PRIMITVO ACEBUCHE TRACT: A 5.00 ACRE TRACT OF LAND OUT OF LOT 35–5, WEST ADDITION TO SHARYLAND SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1058204, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
THE MIGUEL OLIVAREZ TRACT: THE SOUTH 20.0 ACRES OF LOT 36–6, WEST ADDITION TO SHARYLAND SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 1273, PAGE 578, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
15.0' ELECTRICAL & UTILITY EASEMENT
EXCLUSIVE 15.00' IRRIGATION EASEMENT TO UNITED IRRIGATION DISTRICT DEDICATED BY THIS PLAT CENTERED ON EXIST. IRRIGATION LINE
GAS MARKER TEXAS GAS 1–800–344–8377 N.W. COR. LOT 35–6
30"STAND PIPE
THE JUAN ELOY VILLARREAL TRACT: A 4.98 ACRE TRACT OUT OF LOT 35–5, WEST ADDITION TO SHARYLAND SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 521921, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
10.0' ELECTRICAL & UTILITY EASEMENT
THE MARIBEL VILLARREAL TRACT: A 5.01 ACRE TRACT OUT OF LOT 35–5, WEST ADDITION TO SHARYLAND SUBDIVISION, ACCORDING TO ASSUMPTION WARRANTY DEED RECORDED UNDER COUNTY CLERK' DOCUMENT NUMBER 1299247, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
EXCLUSIVE 15.00' UTILITY EASEMENT TO THE CITY OF MISSION RECORDED UNDER DOC. No. OFFICIAL RECORDS, HIDALGO COUNTY, TX
EXIST. GAS PIPELINE
POND "A" REGIONAL DETENTION FACILITY DEDICATED TO H.C.D.D. No. 1 BY THIS PLAT
S 08°39' W
660.00'
1,100.23'
107.91'
175.00'
127.30'
105.70'
105.03'
116.08'
96.65'
112.16'
117.16'
76.84'
61.84'
58.54'
50.00'
69.00'
140.00'
115.00'
169.00'
168.15'
R=20.00'
R=15.00'
L=31.42'
L=23.56'
L=32.99'
L=21.21'
L=21.21'
L=23.56'
L=31.42

MAP OF WATER DISTRIBUTION SYSTEM AND SEWER SYSTEM/ MAPA DE DISTRIBUCION DE AGUA Y SYSTEMA DE DRENAJE





TYP. FIBERGLASS MANHOLE INSTALLATION

(NOT TO SCALE)

EDUARDO'S SUBDIVISION No 13

A 20.00 ACRE TRACT OF LAND BEING THE NORTH 10.00 ACRES OF LOT 35-5 AND THE SOUTH 10.00 ACRES OF LOT 36-5, WEST ADDITION TO SHARYLAND SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 56, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2633724, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS,

FINAL ENGINEERING REPORT FOR EDUARDO'S SUBDIVISION No 13:

WATER SUPPLY: Description and Costs.

EDUARDO'S SUBDIVISION No 13 HAS BEEN PROVIDED WITH POTABLE WATER BY THE SHARYLAND WATER SUPPLY CORPORATION. THE SUBDIVIDER AND THE SHARYLAND WATER SUPPLY CORPORATION HAVE ENTERED INTO A CONTRACT IN WHICH SHARYLAND WATER SUPPLY CORPORATION HAS PROMISED TO PROVIDE SUFFICIENT WATER FOR THE SUBDIVISION FOR AT LEAST 30 YEARS AND SHARYLAND WATER SUPPLY CORPORATION HAS PROVIDE DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

SHARYLAND WATER SUPPLY CORPORATION HAS AN EXISTING 6" DIAMETER WATERLINE THAT WILL BE REPLACE 600 FEET WITH AN 8" WATER LINE RUNNING ALONG THE WEST SIDE OF TROSPER ROAD.

THE WATER SYSTEM FOR EDUARDO'S SUBDIVISION No 13 CONSIST OF AN 8" DIAMETER WATERLINE THAT TAPS INTO THE PROPOSED 8" DIAMETER WATERLINE REPLACED LOCATED ON TROSPER ROAD. FROM THE 8" DIAMETER WATERLINE, THERE ARE THIRTY SIX (36) 2" DUAL SERVICE LINES RUNNING TO PAIR OF LOTS BEFORE SPLITTING INTO TWO 3/4" DIAMETER SINGLE SERVICE LINES THAT RUN INTO THE WATER METER BOXES FOR EACH LOT.

THE 8" WATERLINE, THE 1" DUAL SERVICE LINES AND THE METER BOXES HAVE BEEN INSTALLED, AT A TOTAL COST OF $ OR $ PER LOT. THE SUBDIVIDER HAS IN ADDITION PAID TO SHARYLAND WATER SUPPLY CORPORATION THE SUM OF $ OR $ PER LOT, WHICH REPRESENTS THE TOTAL COST OF WATER METERS AND ALL MEMBERSHIPS OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO SHARYLAND WATER SUPPLY CORPORATION. THE SUBDIVIDER HAS ESCROWED FIVE (5) FIRE HYDRANTS AT A UNIT COST OF $ FOR A TOTAL COST OF $. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY SHARYLAND WATER SUPPLY CORPORATION AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description and Costs.

EDUARDO'S SUBDIVISION No 13 WILL BE TREATED BY WASTEWATER SERVICE FROM THE CITY OF MISSION. THE SUBDIVIDER AND THE CITY OF MISSION HAVE ENTERED INTO A CONTRACT IN WHICH THE CITY OF MISSION HAS PROMISED TO TREAT THE SUFFICIENT WASTEWATER FOR AT LEAST 30 YEARS AND THE CITY OF MISSION 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.

THE CITY OF MISSION HAS AN EXISTING 8" DIAMETER SEWER LINE RUNNING NORTH ALONG THE EAST SIDE OF STATE HIGHWAY 107.

THE WASTEWATER SYSTEM FOR EDUARDO'S SUBDIVISION No 13 CONSISTS OF A PROPOSED 8" AND 10" DIAMETER SEWER LINES. THE 10" DIAMETER SEWER LINE CONNECTS TO AN EXISTING MANHOLE LOCATED IN THE EAST SIDE OF S.H. 107 (NORTH CONWAY AVE.). THE PROPOSED 10" DIAMETER SEWER LINE RUNS NORTH A DISTANCE OF 602.34 FEET ALONG THE EAST SIDE OF S.H 107 (NORTH CONWAY AVE.) THENCE WEST A DISTANCE OF 1381.82 FEET ALONG THE SOUTH LINE OF MARIBEL VILLARREAL TRACT LOT 35-6, WEST ADDITION TO SHARYLAND SUBDIVISION, THENCE NORTH A DISTANCE OF 106.75 FEET ALONG THE WEST LINE OF MARIBEL VILLARREAL TRACT, THENCE NORTHWEST A DISTANCE OF 119.67 FEET ENDING THE 10" DIAMETER SEWER LINE THEN THE 8" DIAMETER SEWER LINE RUNS NORTH A DISTANCE OF 385 FEET AND WEST A DISTANCE OF 1150.37 FEET ALONG PROPOSED STREET RIGHT OF WAYS

THE 8" AND THE 10" LINE, 4" SERVICE LINES AND FOURTEEN (14) SANITARY SEWER MANHOLES HAVE BE INSTALLED, AT A TOTAL COST OF $ OR $ PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID THE CITY OF MISSION THE SUM OF $ WHICH COVERS THE $ 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 THE CITY OF MISSION THE ENTIRE WASTE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY THE CITY OF MISSION AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

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 ARE FULLY CONSTRUCTED AT A COST OF $ OR $. ADDITIONALLY, WATER TAP FEES WERE PAID TO THE CITY OF EDINBURG AT $ PER LOT OR $ TOTAL.

SEWAGE FACILITIES – THESE FACILITIES WERE FULLY CONSTRUCTED AT A COST OF $ OR $ PER LOT. ADDITIONALLY SANITARY SEWER TAP FEES WERE PAID TO THE CITY OF EDINBURG AT $ PER LOT OR $ TOTAL.

STATE OF TEXAS ALFONSO QUINTANILLA 95534 PROFESSIONAL ENGINEER LICENSED

P.E.

ALFONSO QUINTANILLA
P.E. No. 95534

12-9-15
DATE

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

FINAL ENGINEERING REPORT FOR EDUARDO'S SUBDIVISION No 13:

WATER SUPPLY: Description and Costs.

EDUARDO'S SUBDIVISION No 13 SERA PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA SHARYLAND WATER SUPPLY CORPORATION (S.W.S.C.). EL DUEÑO DE LA SUBDIVISION Y LA COMPAÑIA DE AGUA S.W.S.C. SE HAN COMPROMETIDO A PROVEER AGUA SUFICIENTE A LA SUBDIVISION POR UN PERIODO DE 30 AÑOS. LA COMPAÑIA DE AGUA S.W.S.C. HA PRESENTADO LA DOCUMENTACION DEMOSTRANDO LA DISPONIBILIDAD DE CANTIDAD Y CALIDAD DE AGUA A LARGO PLAZO QUE SERVIRA PARA EL FUTURO DESARROLLO DE LA SUBDIVISION. S.W.S.C. TIENE UN LINEA DE AGUA EXISTENTE DE 6" DE DIAMETRO QUE CORRE POR EL LADO OESTE DE LA CALLE TROSPER ROAD.

SHARYLAND WATER SUPPLY CORPORATION (S.W.S.C.) CONTIENE UNA LINEA DE 6" DE DIAMETRO QUE SERA REPLAZADA POR UNA LINEA DE 8" DE DIAMETRO UNA DISTANCIA DE 600 PIES DE LINEA DE AGUA EN EL LADO OESTE DE LA CALLE TROSPER ROAD.

EL SISTEMA DE AGUA PARA EDUARDO'S SUBDIVISION No 13 CONSISTE DE UNA LINEA DE AGUA DE 8" DE DIAMETRO QUE SE CONECTA CON LA LINEA REPLASADA DE 8" DE DIAMETRO QUE PASA POR LA CALLE TROSPER ROAD. DE LA LINEA DE AGUA DE 8" DE DIAMETRO TREINTA Y SEIS (36) DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA QUE CORREN ASIA UN PAR DE LOTES ANTES DE SEPARARSE EN DOS CONDUCTOS DE AGUA DE 3/4 DE PULGADA DE DIAMETRO PARA CADA LOTE.

LA LINEA DE AGUA DE 8" DE DIAMETRO, LAS LINEAS DE SERVICIO DOBLE DE 1" DE DIAMETRO, Y LAS CAJAS DE LOS MEDIDORES DE AGUA HAN SIDO INSTALADAS A UN COSTO TOTAL DE US$ O US$ POR LOTE. ADICIONALMENTE, EL DUEÑO DE LA SUBDIVISION PAGARA A S.W.S.C. LA CANTIDAD DE US$ O US$ POR SOLAR DE ACUERDO AL CONTRATO Y DOCUMENTO DE 30 AÑOS DE SERVICIO DE AGUA POTABLE EL CUAL CUBRE LOS MEDIDORES DE AGUA, INSTALACION, CONEXION Y MEMBRESIAS. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑIA S.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISION TAMBIEN PAGO PARA CINCO (5) BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE US$ POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL US$. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: Descripcion y Costos.

CERTIFICACION:

EDUARDO'S SUBDIVISION No 13 SERA TRATADA POR EL SERVICO DE DRENAJE DE LA CIUDAD DE MISSION. EL SUBDIVIDOR Y LA CIUDAD DE MISSION HAN ENTRADO EN UN CONTRATO EN EL CUAL LA CIUDAD DE MISSION HA PROMETIDO PROVEER SUFICIENTE SERVICIO DE DRENAJE POR LO MENOS 30 AÑOS Y LA CIUDAD DE MISSION HA PRESENTADO LA SUFICIENTE DOCUMENTACION PARA ESTABLESER TIEMPO LARGO DE CANTIDAD Y CALIDAD DEL SERVICIO DISPONIBLE DE LINEAS DE DRENAJE PARA SUPLIR LA CONSTRUCCION DE LA PROPUESTA SUBDIVISION.

LA CIUDAD DE MISSION CONTIENE CON UNA LINEA EXISTENTE DE DRENAJE DE 8" DIAMETRO QUE CORRE ASIA EL NORTE AL COSTADO ESTE DE LA CALLE STATE HYWAY 107. (NORTH CONWAY AVE.)

EL SISTEMA DE DRENAJE PARA EDUARDO'S SUBDIVISION No 13 CONSISTE CON UNA LINEA PROPUESTA DE DRENAJE DE 8" Y 10" DIAMETRO LA LINEA DE DRENAJE DE 10" DIAMETRO SE CONECTA A UNA EXISTENTE ALCANTARA DE DRENAJE LOCALIZADA EN EL LADO ESTE DE LA CALLE S.H. 107 (NORTH CONWAY AVE.). LA PROPUESTA LINEA DE DRENAJE DE 10" DIAMETRO CORRE ASIA EL NORTE A UNA DISTANSIA DE 602.34 PIES AL COSTADO ESTE DE LA CALLE S.H 107 (NORTH CONWAY AVE.) BOLTIANDO AL OESTE A UNA DISTANSIA DE 1381.82 PIES AL COSTADO DEL LADO SUR DEL TERRENO DE MARIBEL VILLARREAL LOT 35-6, WEST ADDITION TO SHARYLAND SUBDIVISION, BOLTIANDO AL NORTE A UNA DISTANSIA DE 106.75 PIES AL COSTADO DE LA LINEA OESTE DEL TERRENO DE MARIBEL VILLARREAL, BOLTIANDO NOROESTE A UNA DISTANSIA DE 119.67 PIES TERMINANDO LA LINE DE DRENAJE DE 10" DIAMETRO, LUEGO UN LINE DE DRENAJE DE 8" DIAMETRO CORRE ASIA EL NORTE A UNA DISTANSIA DE 385 PIES Y ASIA EL OESTE A UNA DISTANSIA DE 1150.37 PIES AL COSTADO DEL DERECHO DE CAMINO DE LA PROPUESTA CALLE

LA LINEA DE DRENAJE DE 8" Y LA LINEA DE DRENAJE DE 10" Y LA LINEA DE DRENAJE DE, 4" Y LOS CATORCE (14) ALCANTARAS HAN SIDO INSTALADAS A UN COSTO TOTAL DE $ O $ POR LOTE, EN ADICION, EL SUBDIVIDOR HA PAGADO A LA CIUDAD DE MISSION UN CANTIDAD DE $ LO CUAL CUBRE $ POR SOLAR DE ACUERDO AL CONTRATO Y DOCUMENTO DE 30 AÑOS DE SERVICIO DE DRENAJE LO CUAL LA CANTIDAD REPRESENTA UNA SUMA TOTAL DE COSTOS DE SERVICIO Y MEMBRESIA E OTROS COSTOS ASSOCIADOS CON LA CONECCION DE CADA LOTE EN LA SUBDIVISION EN LA CIUDAD DE MISSION.
LA DISTRIBUCION DE DRENAJE EN LA SUBDIVISION HA CIDO HACEPTADA Y APROVADA POR LA CIUDAD DE MISSION Y DICHA DISTRIBUCION DE SYSTEMA DE DRENAJE ESTARA FUNCIONABLE COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

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 SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA DE AGUA FUE CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL COSTO TOTAL ES DE US $ O US$ POR LOTE.

DRENAJE: SE ESTIMA QUE LA DE DRENAJE FUE CONTRUIDO A UN COSTO DE $ POR LOTE. ADICIONALMENTE LAS CONNEXIONES DE DRENAJE FUERON PAGADAS. A LA CIUDAD DE MISSION A UN COSTO $ POR LOTE O $ TOTAL.

STATE OF TEXAS ALFONSO QUINTANILLA 95534 PROFESSIONAL ENGINEER LICENSED

P.E.

ALFONSO QUINTANILLA
P.E. No. 95534

12-9-15
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 TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY THE SELLER AS REQUIRED BY SECTION 7.25.12 OF THE COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1. – I (WE), ANICETO IZAGUIRRE SUBDIVIDER (S) OF EDUARDO'S SUBDIVISION No 13 HEREBY CERTIFY SEWER FEES, AS APPLICABLE, HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY PLANNING DEPARTMENT; THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY SECTION 7.4.1.4. (b) OF THE COUNTY REGULATIONS.

ANICETO IZAGUIRRE
500 SOLAR DRIVE
MISSION TEXAS 78574

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared ANICETO IZAGUIRRE 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 purposes and considerations therein stated.
Given under my hand and seal of office this _____ day of _____, 20___.

LILIA A. QUINTANILLA Notary Public, State of Texas My Commission Expires July 23, 2016.

LILIA A. QUINTANILLA– NOTARY PUBLIC

COST ESTIMATE

PAVING IMPROVEMENTS: $
DRAINAGE IMPROVEMENTS: $
WATER DISTRIBUTION: $
SANITARY SEWER: $

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1315
SURVEYING REGISTRATION NUMBER 100411-00
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

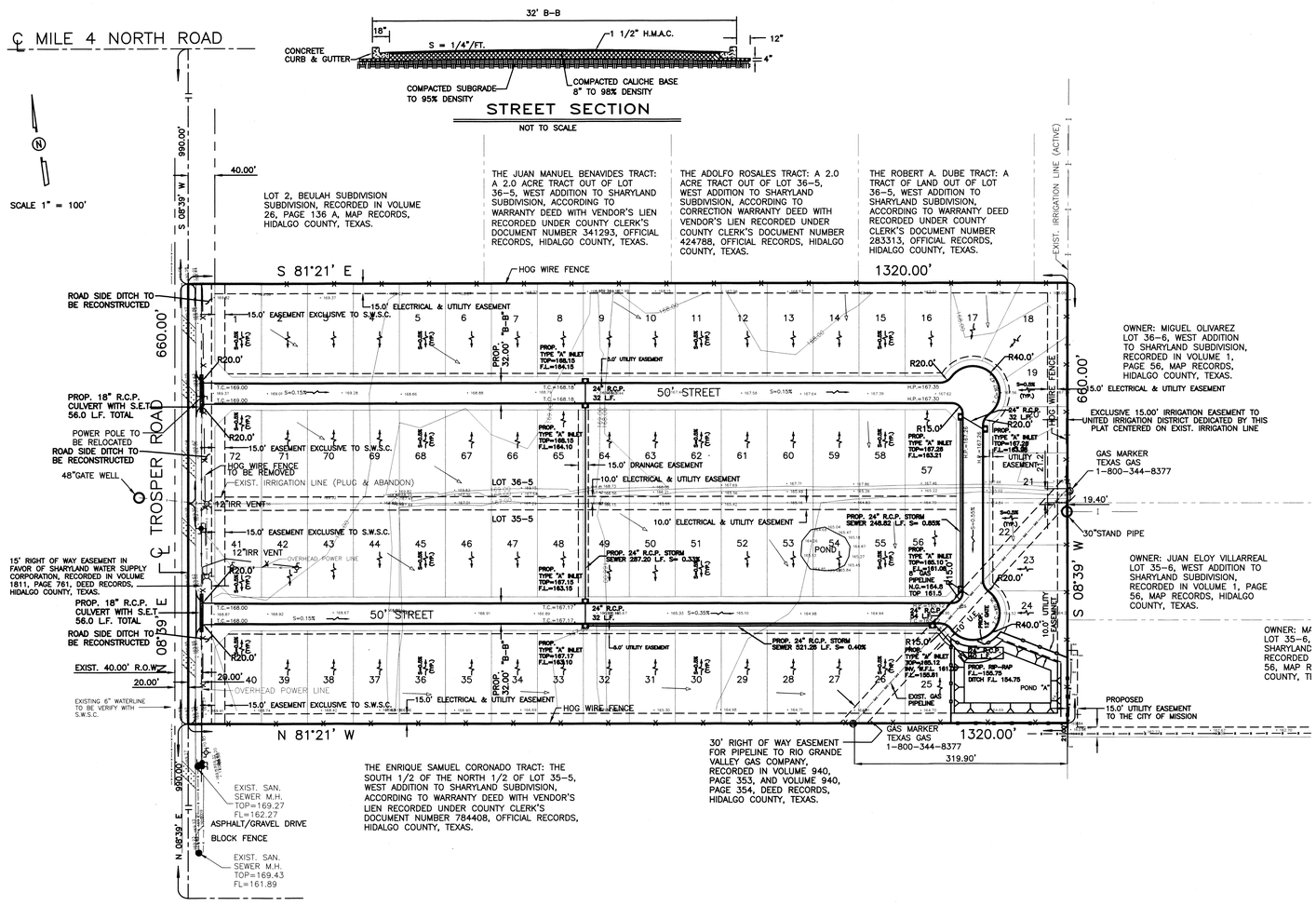
THE COUNTY OF HIDALGO TEXAS

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

SHEET NO.	FILENAME: P:\DATA\SUBDIVIS\MISSION\EDUARDO'S SUBD. No 13\SPLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
2 OF 3	11-05-15	JLUIS OVZ		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE



STREET SECTION

NOT TO SCALE

EDUARDO'S SUBDIVISION No 13

A 20.00 ACRE TRACT OF LAND BEING THE NORTH 10.00 ACRES OF LOT 35-5 AND THE SOUTH 10.00 ACRES OF LOT 36-5, WEST ADDITION TO SHARYLAND SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 56, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2633724, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS,

DRAINAGE REPORT FOR: EDUARDO'S SUBDIVISION No 13
BY ALFONSO QUINTANILLA, P.E.

Eduardo's Subdivision No. 13 is a 20.00 acre Tract of land being the north 10.00 acres of Lot 35-5 and the south 10.00 acres of Lot 36-5 West Addition to Sharyland Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Page 56, map records, Hidalgo County, Texas, and according to warranty deed recorded under County Clerk's Document Number 2633724, official records, Hidalgo County, Texas. This subdivision is located within the extraterritorial jurisdiction of the City of Mission on the east side of Trosper Road and approximately 990' south of Mile 4 North Road. The proposed subdivision will consist of 72 residential lots. The site is currently open land.

The tract is Zone "C" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0400 C, dated on November 16, 1982.

This soil is fine sandy loam, sandy clay loam and clay loam. This soil is well drained. Permeability is moderate. Plasticity index has a range of NP-23. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site runoff flows overland in an easterly direction. The existing runoff for is Q=7.89 cubic feet per second based on a 10-year storm.

After development the runoff will be Q=36.72 cubic feet per second based on a 50-year storm for an increase of for an increase of Q=28.83 cubic feet per second. Detention will be 111,734.00 cubic feet (2.565 ac-ft) in accordance with the County's drainage requirements. Excess runoff and runoff created by this new development will be collected by a storm sewer system consisting of type 'A' curb inlets and 24' drain pipes. This new system will connect to a proposed Regional Detention Pond being dedicated as Pond 'A' to the Hidalgo County Drainage District No.1 and to be located at the southeast corner of the subdivision. The pond will be sized to hold the detention based on a 50 year storm event. The detention pond will be constructed in accordance with the requirements of the Hidalgo County Drainage District No.1.

THE COUNTY DRAINAGE DITCH FLOWS NORTH THEN EAST. THE DRAINAGE DITCH CARRIES WATER EASTWARD WHERE IT EPTIES INTO LAGUNA MADRE. THE 10 EAR FLOOD IS CONTAINED WITH THE RIGHT-OF-WAY OF THE STREET AND WITHIN THE DRAINAGE SWALES OF THE SUBDIVISION AS SHOWN BELOW. A RESTRICTIVE COVENANT (SET OUT ON SHEET 1 UNDER PLAT NOTES AND RESTRICTIONS) PROHIBITS THE CONSTUCTION OF RESIDENTIAL HOUSING IN ANY AREA OF THE SUBDIVISION THAT IS IN A FLOODPLAIN UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968. AS FURTHER NOTED ON SHEET 1, THE FINISHED FLOOR ELEVATION OF EACH HOUSE IS REQUIRED TO BE AT LEAST 18 INCHES ABOVE THE TOP OF THE AVERAGE HEIGHT OF THE CURB IN FRONT OF THE LOT. THESE MEASURES PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS, AVOID CONCENTRATING RUNOFF ONTO OTHER LOTS, AND COORDINATE INDIVIDUAL LOT DRAINAGE WITH THE GENERAL STROM DRAINAGE PATERN FOR THE AREA. THE MAP BELOW ILLUSTRATES THE FLOW PATTERNS OF THE RUNOFF.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100-YEAR FLOODPLAIN FOR ZONE "C" (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480338 0400 C, DATED ON NOVEMBER 16, 1982

STATE OF TEXAS ALFONSO QUINTANILLA 95534 LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E.
P.E. No. 95534

12-9-15
DATE

A. BEDDING FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SAND GRAVEL MIX BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE (MIN. THICKNESS = 6") – PIT RUN GRAVEL 3/4" MAX. SIZE.

B. HAUNCH FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

C. TRENCH WIDTH – SHALL BE BELL O.D. X 1.5 = 12".

C-1 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON CITY STREETS, PARKING AREA, DRIVEWAYS, COUNTY ROAD & UNPAVED AREAS – SHALL BE SOIL TYPE A1, A2, A3, (AASHTO M145) COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

C-2 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED AS PER ASTM D-4253 AND ASTM D-698.

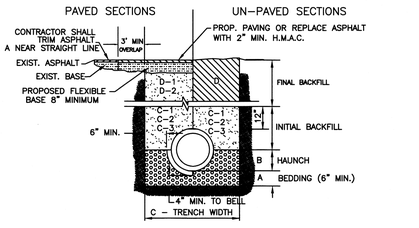
C-3 INITIAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

D-1 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON CITY STREETS, PARKING AREA, DRIVEWAYS, COUNTY ROAD & UNPAVED AREAS – SHALL BE SOIL TYPE A1, A2, A3, (AASHTO M145) COMPACTED TO 90% SPD. 8" LIFTS, MECHANICAL COMPACTION.

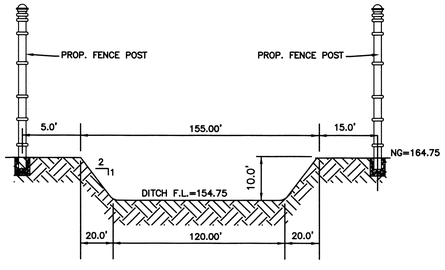
D-2 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED AS PER ASTM D-4253 AND ASTM D-698.

D. FINAL BACKFILL – COMPACTED TO 90% STANDARD PROCTOR DENSITY (12" LIFT, MECHANICAL COMPACTION). FOUNDATION PREPARATION (WELLPOINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT, AND COMPACTED TO 95% STANDARD PROCTOR DENSITY (USE RELATIVE DENSITY TEST PER ASTM D-4253 & ASTM D-698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 6". STRUCTURE BACKFILL MATERIAL SHALL BE SAND, APPROVED SITE SOIL, OR OTHER APPROVED SUBSTITUTE.

NOTE: MAXIMUM COVER SHALL BE IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.



STORM TRENCH BEDDING AND BACKFILL DETAILS
N.T.S.

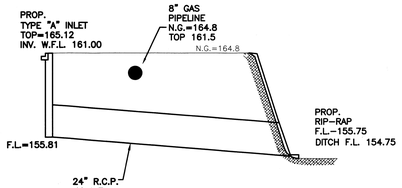


DETENTION AREA DETAIL

NOT TO SCALE

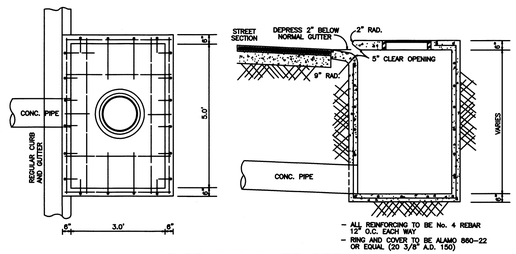
LEGEND

- = FIRE HYDRANT
- = GUY WIRE
- = POWER POLE
- = MAILBOX
- = WATER METER
- = WATER VALVE
- = SIGN
- = SERVICE POLE
- = TEL BOX
- = ELECT BOX
- = GAS METER
- = GAS MARKER
- = GAS VALVE
- = TRANSMISSION POLE
- = TRAFFIC CONTROL BOX
- = GAS SERVICE



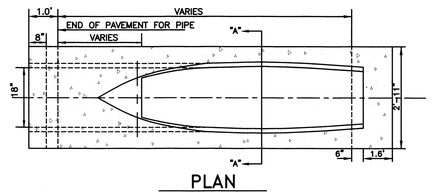
DISCHARGE DETAIL

NOT TO SCALE

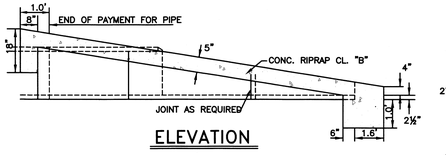


TYPE "A" INLET DETAIL

NOT TO SCALE



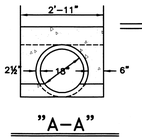
PLAN



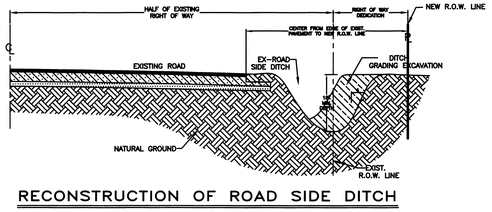
ELEVATION

SAFETY END TREATMENT

NOT TO SCALE



"A-A"



RECONSTRUCTION OF ROAD SIDE DITCH

NOT TO SCALE

COST ESTIMATE

PAVING IMPROVEMENTS:	$
DRAINAGE IMPROVEMENTS:	$
WATER DISTRIBUTION:	$
SANITARY SEWER:	$

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

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

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1315
SURVEYING REGISTRATION NUMBER 100411-00
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

SHEET NO.	FILENAME: F:\DATA\SUBDIVS\MISSION\EDUARDO'S SUBD. No 13\&PLATS			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
3 OF 3	11-05-15	ALEX CVZL		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 1-05-2016

PROPOSED M. Solis SUBDIVISION, PRECINCT No. 1 .

ENGINEER: JCS Engineering & Surveying DEVELOPER: Melesio Solis

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: 2 ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: North of Mile 12 ½ North Road approximately ¼ mile West of Mile 4 West Road.

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* Weslaco *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 4-16-15 PROPERTY LIES WITHIN FLOOD ZONE: " X " AS PER FEMA.

ROAD R.O.W. DEDICATION: No R.O.W. dedication is required for Mile 12 ½ North Road.

H.C.R.O.W. PRELIMINARY APPROVAL DATE: 12-8-15 By, Roy Gonzalez, Pct. 1 R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: 11-23-15 By, Elizardo "Chardo" Ramos Environmental Health Division Manager

SEWER SYSTEM:
☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: Robert L. Closner
☐OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: 11-23-15

WATER SERVICE PROVIDER: NAWSC LINE SIZE: 2" LOCATION: Mile 12 ½ North Road.

H.C.O.E.C. PRELIMINARY APPROVAL DATE: 12-3-15 : By Martin Ramirez Environmental Compliance Coordinator

☒**SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice 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.

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

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: _____, __

STAFF RECOMMENDS:
☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* Weslaco.
☐ **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.*

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION:

WE, MELESIO SOLIS AND YOLANDA SOLIS, AS OWNERS OF THE 1.53 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE M. SOLIS SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET, 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 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 STATE STANDARDS.
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE 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 ARE TRUE AND COMPLETE.

_____ _____
BY: MELESIO SOLIS DATE
OWNER

_____ _____
BY: YOLANDA SOLIS DATE
OWNER

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED MELESIO SOLIS AND YOLANDA SOLIS, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED IN THE ABOVE AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20___.

_____
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

CITY OF WESLACO

I, THE UNDERSIGNED CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISIONS REGULATIONS OF THE CITY OF WESLACO WHEREIN MY APPROVAL IS REQUIRED.

_____ _____
CHAIRMAN PLANNING AND ZONING COMMISSION DATE

I, THE UNDERSIGNED MAYOR OF THE CITY OF WESLACO, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFIRMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF WESLACO WHEREIN MY APPROVAL IS REQUIRED.

_____ _____
MAYOR CITY OF WESLACO DATE

_____
ATTEST: CITY SECRETARY

CERTIFICATION OF PLAT APPROVAL
HIDALGO COUNTY AND CAMERON COUNTY IRRIGATION DISTRICT NO. 9

THIS PLAT IS APPROVED BY THE HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

DATED THIS _____ DAY OF _____, 20___.

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCCID#9 RIGHT-OF-WAY OR EASEMENT WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCCID#9.
2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF DRAIN WATER WILL BE NO GREATER THAN THE RATE OF FLOW OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURE USE.
3. HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT NO. 9 WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE. ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.

_____
GENERAL MANAGER
HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

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 ACCEPTEDENGINEERING 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

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF M. SOLIS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, _____.

_____ _____
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE S 232.028(a)

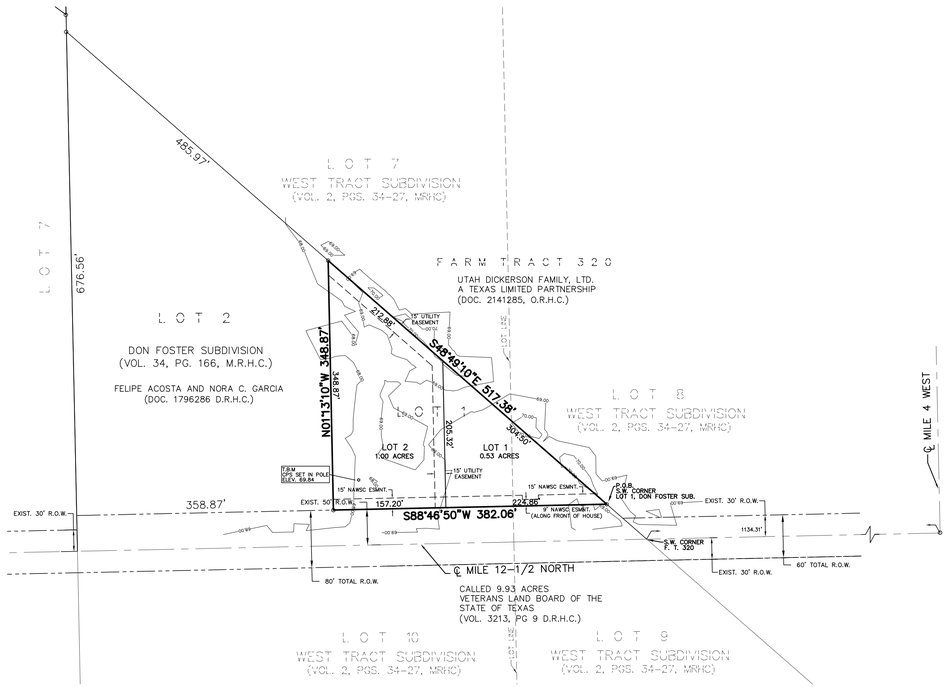
WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF M. SOLIS SUBDIVISION
WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT
ON_____, _____

_____ _____
HIDALGO COUNTY JUDGE DATE

_____ _____
HIDALGO COUNTY CLERK DATE

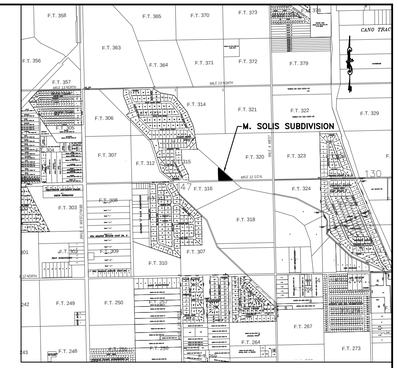
COUNTY CLERK'S RECORDING CERTIFICATE

I,_____, COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____O'CLOCK _____ ON _____ _____, AND AS RECORDED IN BOOK _____, SHEET(S) _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK _____ ON _____, _____



SCALE: 1"=100'

LEGEND	
⊙	Conc. Monu. Set
⊠	Conc. Monu. Found
◘	Conc. Monu. Set On Iron Rod Found
○	Iron Rod Found
●	1/2" Iron Rod Set
×	CPS Found



LOCATION MAP
SCALE 1"=2000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY

M. SOLIS SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 1 IN THE EAST SIDE OF HIDALGO COUNTY ALONG THE NORTH SIDE OF MILE 12 1/2 NORTH APPROXIMATELY 1000 FEET WEST OF MILE 4 WEST. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF WESLACO, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE CITY SECRETARY OF THE CITY OF WESLACO (POP. 35,670). M. SOLIS SUBDIVISION LIES WITHIN THE CITY'S 5-MILE ETJ UNDER LOCAL GOVERNMENT CODE §42.021 AND §212.001.

METES AND BOUNDS

BEING A RESUBDIVISION OF LOT 1, DON FOSTER SUBDIVISION, AS PER THE MAP RECORDED IN VOL. 34, PG. 166, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2" IRON ROD FOR THE SOUTHEAST CORNER OF SAID LOT 1, DON FOSTER SUBDIVISION, SAID 1/2" IRON ROD FOUND ALSO BEING IN THE NORTH RIGHT-OF-WAY LINE MILE 12-1/2 NORTH FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE, CONTINUING ALONG THE NORTH LINE OF SAID MILE 12-1/2 NORTH AND THE SOUTH LINE OF SAID LOT 1, DON FOSTER SUBDIVISION, SOUTH 88 DEGREES 46 MINUTES 50 SECONDS WEST, A DISTANCE OF 382.06 FEET TO A FOUND 1/2" IRON ROD FOR THE SOUTHWEST CORNER OF SAID LOT 1, DON FOSTER SUBDIVISION AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE, LEAVING THE NORTH LINE OF SAID MILE 12-1/2 NORTH AND ALONG THE WEST LINE OF SAID LOT 1, DON FOSTER SUBDIVISION, NORTH 01 DEGREES 13 MINUTES 10 SECONDS WEST, A DISTANCE OF 348.87 FEET TO A FOUND 1/2" IRON ROD FOR THE NORTHWEST CORNER OF SAID LOT 1, DON FOSTER SUBDIVISION AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE, ALONG THE NORTH LINE OF SAID LOT 1, DON FOSTER SUBDIVISION, SOUTH 48 DEGREES 49 MINUTES 10 SECONDS EAST, A DISTANCE OF 517.38 FEET TO THE POINT OF BEGINNING, CONTAINING 1.53 ACRES, MORE OR LESS, BY THIS METES AND BOUNDS.

BASIS OF BEARINGS: TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (4205), REFERENCED TO W.D.S. VIRTUAL NETWORK.

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X"

ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN COMMUNITY-PANEL NO. 480334 0450 C EFFECTIVE DATE: REVISED TO REFLECT LOMR DATED MAY 30, 2002.

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
REAR: 20% OF LOT DEPTH NOT TO EXCEED 25.00 FEET
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER

3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, 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 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.

5. BENCHMARK NOTE: THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
-->T.B.M. NO. 1-C.P.S. SET IN POLE LOCATED AT SOUTHWEST CORNER OF PROPOSED LOT 2. ELEV. 69.84, TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (4205), REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988.

6. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS (SEE SHEET No. 2 FOR DRAINAGE REPORT.)

7. 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.

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. 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.

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. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

12. MELESIO SOLIS AND YOLANDA SOLIS, THE OWNERS AND SUBDIVIDERS OF M. SOLIS SUBDIVISION, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AND APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.

13. ANY ADDITION TO EXISTING RESIDENCE STRUCTURE OR NEW PROPOSED DWELLING ON LOT 2 MUST COMPLY WITH ALL SETBACK RESTRICTIONS RECORDED ON THIS PLAT.

14. 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 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.

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, AN EXCLUSIVE 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 THE 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 CITY, 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 SHOWN ON THIS PLAT 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 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE 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 AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT IT 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 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 EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 20___.

_____
MELESIO SOLIS
OWNER

_____
YOLANDA SOLIS
OWNER

SURVEYOR'S CERTIFICATE:

I, ROBERT L. CLOSNER, JR., A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SURVEY PLAT WAS PREPARED FROM RESEARCH INFORMATION, AND FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND, UNDER MY SUPERVISION, AND THAT PROPER SURVEYING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE BEST OF MY KNOWLEDGE. ALL DISTANCES ARE IN FEET.

_____ _____
ROBERT L. CLOSNER, JR., R.P.L.S. (DATE SIGNED)
REG. NO. 5983

MARCH 2015
DATE OF SURVEY

ENGINEER'S CERTIFICATE:

I, ROBERT L. CLOSNER, JR., A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT, TO THE BEST OF MY KNOWLEDGE.

_____ _____
ROBERT L. CLOSNER, JR., P.E. (DATE SIGNED)
REG. NO. 96579

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	MELESIO SOLIS	1305 E. MILE 12-1/2 NORTH	WESLACO, TX. 78596	(956) 261-7271	
ENGINEER:	ROBERT CLOSNER, JR.	PO BOX 170	MERCEDES, TX 78570	(956) 565-2688	(956) 565-0347
SURVEYOR:	ROBERT CLOSNER, JR.	PO BOX 170	MERCEDES, TX 78570	(956) 565-2688	(956) 565-0347

INDEX TO SHEET OF M. SOLIS SUBDIVISION

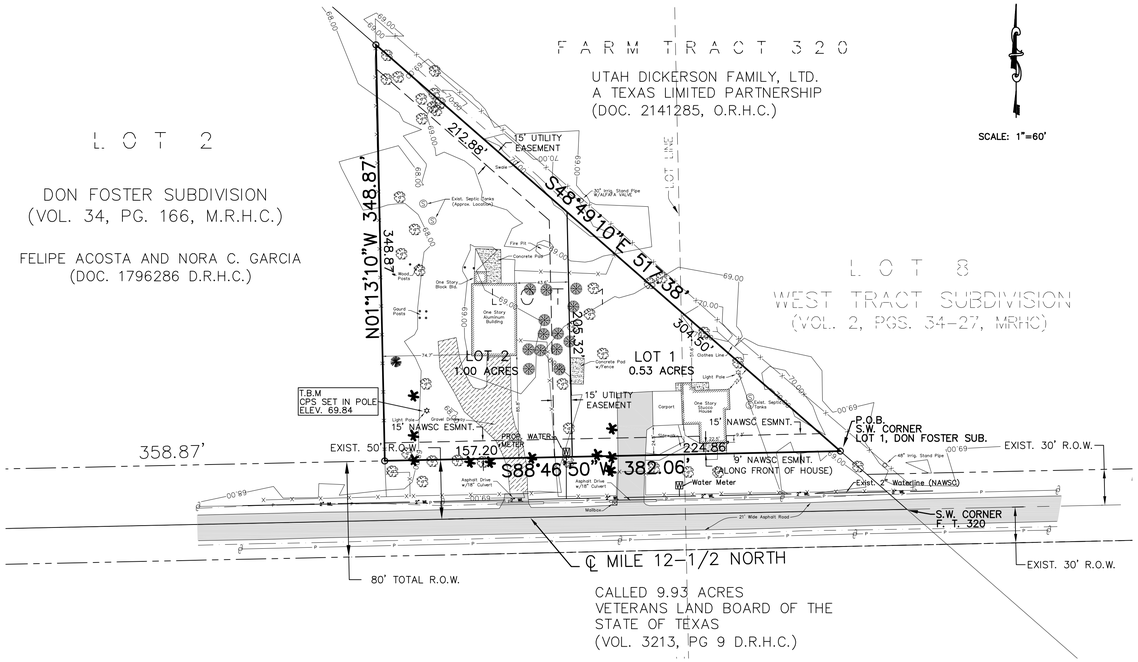
SHEET 1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER CERTIFICATE; 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; REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); TYPICAL WATER SERVICE CONNECTION; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES.

FINAL PLAT OF M. SOLIS SUBDIVISION

BEING A RESUBDIVISION OF LOT 1, DON FOSTER SUBDIVISION, AS PER THE MAP RECORDED IN VOLUME 34, PAGE 166, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

JCS ENGINEERING AND SURVEYING
PO BOX 170
MERCEDES, TX. 78570
PHONE (956) 565-2688
FAX (956) 565-0347
TEXAS ENGINEERING FIRM REGISTRATION NO. F-9911
TBPLS FIRM REGISTRATION NO. 10084200

MAP OF WATER DISTRIBUTION AND OSSF:



FINAL ENGINEERING REPORT FOR M. SOLIS SUBDIVISION:
BY: ROBERT L. CLOSNER, JR., P.E.

WATER FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATES:

M. SOLIS SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (NAWSC). THE SUBDIVIDER AND NAWSC HAVE ENTERED INTO A CONTRACT IN WHICH NAWSC HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS. NAWSC HAS PROVIDED SUFFICIENT DOCUMENTATION TO ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THE SUBDIVISION. NAWSC HAS AN EXISTING 2" WATERLINE RUNNING ALONG THE NORTH SIDE OF MILE 12-1/2 NORTH. FROM THE EXISTING 2" WATERLINE THERE ARE ONE (1) EXISTING 3/4" SINGLE WATER SERVICE WITH WATER METER THAT WAS INSTALLED AND OPERABLE BEFORE THE SUBDIVIDING OF THIS TRACT. THIS EXISTING WATER METER WILL SERVE PROPOSED LOT 1 OF M. SOLIS SUBDIVISION. THE SUBDIVIDER WILL CONNECT TO THE EXISTING 2" WATERLINE AND INSTALL ONE (1) 3/4" SINGLE WATER SERVICE WITH WATER METER FOR PROPOSED LOT 2. THE SUBDIVIDER HAS PAID A TOTAL OF $850.00 FOR THE AFORE-MENTIONED WATER SERVICE. IN ADDITION, THE SUBDIVIDER HAS PAID NAWSC THE SUM OF $1,025.00 AS STATED IN THE 30-YEAR WATER SERVICE AGREEMENT, WHICH COVERS WATER METER, METER BOXES, WATER SUPPLY FEE, AND ALL OTHER FEES ASSOCIATED WITH WATER SUPPLY. UPON REQUEST BY THE LOT OWNER OF LOT 2, NAWSC WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. 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.

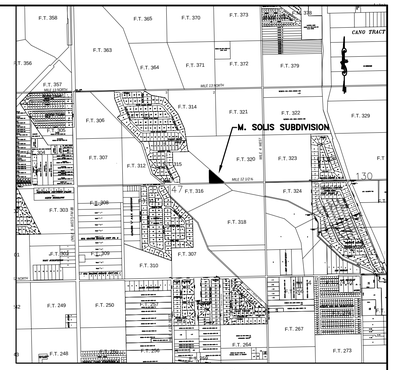
SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATES:

SEWAGE FROM M. SOLIS SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES (OSSF) CONSISTING OF A STANDARD COMPARTMENT SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THERE IS AN EXISTING OSSF SYSTEM ON PROPOSED LOT 1 AND ON PROPOSED LOT 2 THAT WERE INSTALLED PRIOR TO THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL.

CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS.

WATER FACILITIES - 3/4" SINGLE WATER SERVCE FOR LOT 1 HAS BEEN INSTALLED FOR A TOTAL COST OF $1875.00.
SEWAGE FACILITIES - SEPTIC SYSTEMS INSTALLED PRIOR TO THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL.

_____ _____
ROBERT L. CLOSNER, JR. DATE
LICENSED PROFESSIONAL ENGINEER NO. 96579



LOCATION MAP
SCALE 1"=2000'

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION M. SOLIS SUBDIVISION:
BY: ROBERT L. CLOSNER, JR., P.E.

PROVISION DE AGUA: DESCRIPCION, GASTOS, Y FECHA DE INICIO

LA SUBDIVISION M. SOLIS RECIBIRA SU PROVISION DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (NAWSC). EL DUENO DE LA SUBDIVISION Y NAWSC HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LAS PROXIMAS 30 ANOS. NAWSC TENDRA QUE PRESENTAR DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y PROVISION DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION. NAWSC TIENE UN CONDUCTO DE AGUA DE 2 PULGADAS DE DIAMETRO QUE PASA POR EL LADO NORTE DEL DERECHO DE VIA DE LA CALLE MILE 12-1/2 NORTH. DEL CONDUCTO DE AGUA DE 2 PULGADAS DE DIAMETRO EXISTE UNA SERVICIO SINGULAR DE 3/4 PULGADA DE DIAMETRO QUE CONECTAN A UNA (1) MEDIDOR MECANICO EXISTENCIA QUE SERVIRA SOLAR 1. EL DUENO DE LA SUBDIVISION INSTALARA UN SERVISO SINGULAR DE 3/4" PULGADAS DE DIAMETRO CONECTANDO ALA CAJA DEL MEDIDOR DE AGUA PARA SOLAR 2. EL SUBDIVIDOR LE HA PAGADO UN TOTAL DE $850.00 PARA LA CONSTRUCION YA MENSIONADO DE LA DISTRIBUSION DE AGUA. EL DUEÑO DE LA SUBDIVISION LE HA PAGADO NAWSC $1,025.00 DE ACUERDO AL CONTRATO Y DOCUMENTO DE 30 ANOS DE SERVICION DE AGUA POTABLE, QUE CUBRE EL MEDIDOR DE AGUA, ACCESORIO DE AGUA, Y CUALQUIER OTROS COBROS QUE SE ASOCIENT CON LA NECESIDAD DEL SERVICIO DE AGUA. CUANDO EL DUEÑO DEL SOLAR SOLICITE UN MEDIDOR DE AGUA EN LOTE 2, LA COMPAÑIA NAWSC LO INSTALARA SIN COSTO ALGUNO AL DUEÑO. EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCION, GASTOS Y FECHA DE INICIO

DRENAJE PARA LA SUBDIVISION M. SOLIS SERA TRATADO POR REDES DE DRENAJE INDIVIDUALES (OSSF) CONSISTIENDO DE UNA FOSA SEPTICA DE UN DISENO ESTANDAR, Y UN CAMPO DE DRENAJE EN CADA SOLAR. CADA LOTE EN LA SUBDIVISION MIDE MEDIO ACRE. ACTUALMENTE SOLAR 1 Y SOLAR 2 TIENEN FOSAS SEPTICAS INSTALADOS ANTES DE LA APROVASION DE LA APLICASION FINAL.

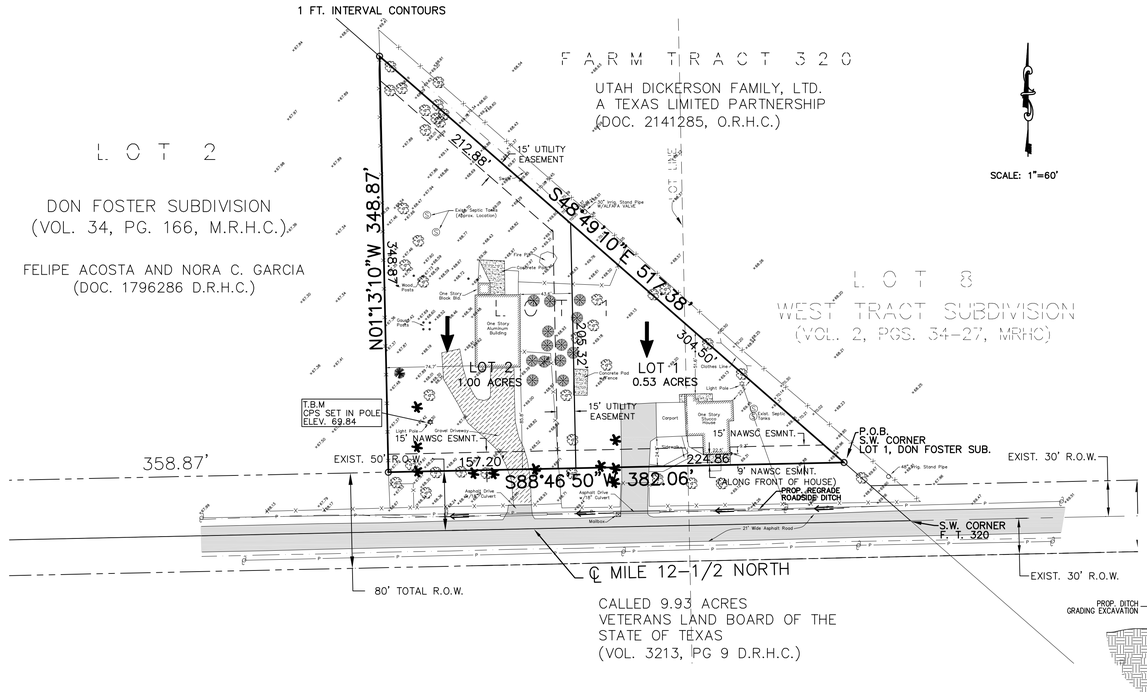
CERTIFICACION:
CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS REGLAS ADOPTADOS EN LA SECCION 16.343, CODIGO DEL AGUA.

PROVISION DE AGUA: EL SERVISO SINGULAR DE 3/4 PULGADA DE DIAMETRO PARA SOLAR 1 COSTARÁ $1875.00.
DRENAJE: ACTUALMENTE SOLAR 1 Y SOLAR 2 TIENEN FOSAS SEPTICAS INSTALADOS ANTES DE LA APROVASION DE LA APLICASION FINAL.

_____ _____
ROBERT L. CLOSNER, JR., P.E. DATE
LICENSED PROFESSIONAL ENGINEER NO. 96579

MAP OF TOPOGRAPHY AND DRAINAGE:

THE MAP BELOW ILLUSTRATES THE FLOW PATTERNS FOR THE RUNOFF.



DRAINAGE REPORT:
APRIL 6, 2015
DRAINAGE REPORT BY: ROBERT L. CLOSNER, JR.
M. SOLIS SUBDIVISION HIDALGO COUNTY, TEXAS

M. SOLIS SUBDIVISION IS A TWO (2) LOT, 1.53 ACRES GROSS SUBDIVISION BEING A RESUBDIVISION OF LOT 1, DON FOSTER SUBDIVISION, AS PER THE MAP RECORDED IN VOL. 34, PG. 166, MAP RECORDS OF HIDALGO COUNTY, TEXAS LOCATED APPROXIMATELY 1000 FEET WEST OF MILE 4 WEST ALONG THE NORTH SIDE OF MILE 12-1/2 NORTH.

THIS PROPERTY CURRENTLY HAS A ONE STORY ALUMINUM BUILDING ON PROPOSED LOT 1 AND A ONE STORY STUCCO HOUSE ON PROPOSED LOT 2. ACCORDING TO THE HIDALGO COUNTY WEB SOIL SURVEY, THE MAJORITY OF THE SITE CONSISTS OF HIDALGO SANDY CLAY LOAM AND RAYMONDVILLE CLAY LOAM. THE REMAINING PORTIONS OF THE SITE CONSIST OF RACOMBS SANDY CLAY LOAM AND HIDALGO FINE SANDY LOAM.

THE PROPOSED SUBDIVISION LIES IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAIN, ACCORDING TO COMMUNITY PANEL NUMBER 480334 0450 C, EFFECTIVE DATE: REVISED TO REFLECT LOMR DATED MAY 30, 2002. THE EXISTING LAND USE IS RESIDENTIAL. THE EXISTING DRAINAGE COEFFICIENT FOR THE PROPOSED SUBDIVISION HAS BEEN ESTIMATED TO BE C = 0.40 FROM THE RUNOFF COEFFICIENT TABLE FOR URBAN WATERSHEDS FOUND ON PAGE 5-33 OF THE TXDOT HYDRAULIC DESIGN MANUAL.

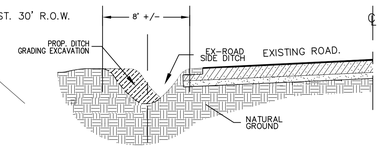
THE PROPOSED WILL BE DESIGNATED FOR SINGLE FAMILY DWELLINGS. THE FUTURE IMPROVED COEFFICIENT HAS BEEN ESTIMATED TO BE C=0.50, AS PER THE AFOREMENTIONED TXDOT TABLE.

DRAINAGE CALCULATIONS FOR A 10-YEAR FREQUENCY STORM UTILITIZING THE RATIONAL METHOD COMPUTATIONAL PROCEDURE REVEALS AN EXISTING RUNOFF OF 1.96 CFS. THE DEVELOPED RUNOFF IS CALCULATED TO BE APPROXIMATELY 2.45 CFS FOR AN INCREASE IN RUNOFF OF 0.49 CFS. THE DEVELOPMENT DRAINAGE STATEMENT SHALL BE SUBMITTED TO H.C.D.D. NO. 1 FOR REVIEW AND APPROVAL PRIOR TO FINAL APPROVAL FROM HIDALGO COUNTY PLANNING DEPARTMENT. THIS MINIMAL INCREASE IN RUNOFF WILL BE DETAINED WITHIN THE OPEN YARD AREAS OF EACH LOT. IN ADDITION, THE EXISTING ROADSIDE DITCH ALONG MILE 12-1/2 NORTH IS PROPOSED TO BE REGRADED.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN A FLOOD ZONE "X", AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAIN, ACCORDING TO COMMUNITY PLAN NUMBER 480334 0450-C, EFFECTIVE DATE: REVISED TO REFLECT LOMR DATED MAY 30, 2002, BASED ON GRAPHICAL REPRESENTATION ON DATE SIGNED.

_____
ROBERT L. CLOSNER, JR.
LICENSED PROFESSIONAL ENGINEER NO. 96579
DATE: _____



ROADSIDE DITCH REGRADING
MILE 12-1/2 NORTH

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 LOTS 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. WE, MELESIO SOLIS AND YOLANDA SOLIS, SUBDIVIDERS OF M. SOLIS SUBDIVISION, HEREBY CERTIFY SEWER PERMITS ARE REQUIRED PRIOR TO BUILDING ON ANY LOT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

_____
MELESIO SOLIS

_____
YOLANDA SOLIS

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MELESIO SOLIS AND YOLOANDA SOLIS KNOWN TO ME BY THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR PURPOSES AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ 20____.

_____
NOTARY PUBLIC
MY COMSTUART EXPIRES_____

INDEX TO SHEET OF M. SOLIS 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; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER CERTIFICATE; 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; REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES;

FINAL PLAT OF M. SOLIS SUBDIVISION

BEING A RESUBDIVISION OF LOT 1, DON FOSTER SUBDIVISION, AS PER THE MAP RECORDED IN VOLUME 34, PAGE 166, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

JCS ENGINEERING AND SURVEYING
PO BOX 170 PHONE (956) 565-2688
MERCEDES, TX. 78570 FAX (956) 565-0347
TEXAS ENGINEERING FIRM REGISTRATION NO. F-9911
TBPLS FIRM REGISTRATION NO. 10084200

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 1-05-2016

PROPOSED J.O.A. SUBDIVISION, PRECINCT No. 2.

ENGINEER: SAM Engineering & Surveying, Inc. DEVELOPER: Oriel Alvarez

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: 2 ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: North of El Gato Road approximately 600 feet west of Border Road.

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* Alamo *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 6-27-15 PROPERTY LIES WITHIN FLOOD ZONE: " B " AS PER FEMA.

ROAD R.O.W. DEDICATION: 10 feet onto El Gato Road.

H.C.R.O.W. PRELIMINARY APPROVAL DATE: 4-28-15 By, Jaime Salinas, Pct. 2 R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: 10-8-15 By, Elizardo "Chardo" Ramos Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF
☐OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON:

WATER SERVICE PROVIDER: MHWSC LINE SIZE: 3" LOCATION: El Gato Road

H.C.O.E.C. PRELIMINARY APPROVAL DATE: 10-15-15 : By Martin Ramirez Environmental Compliance Coordinator

☒**SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice 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.

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

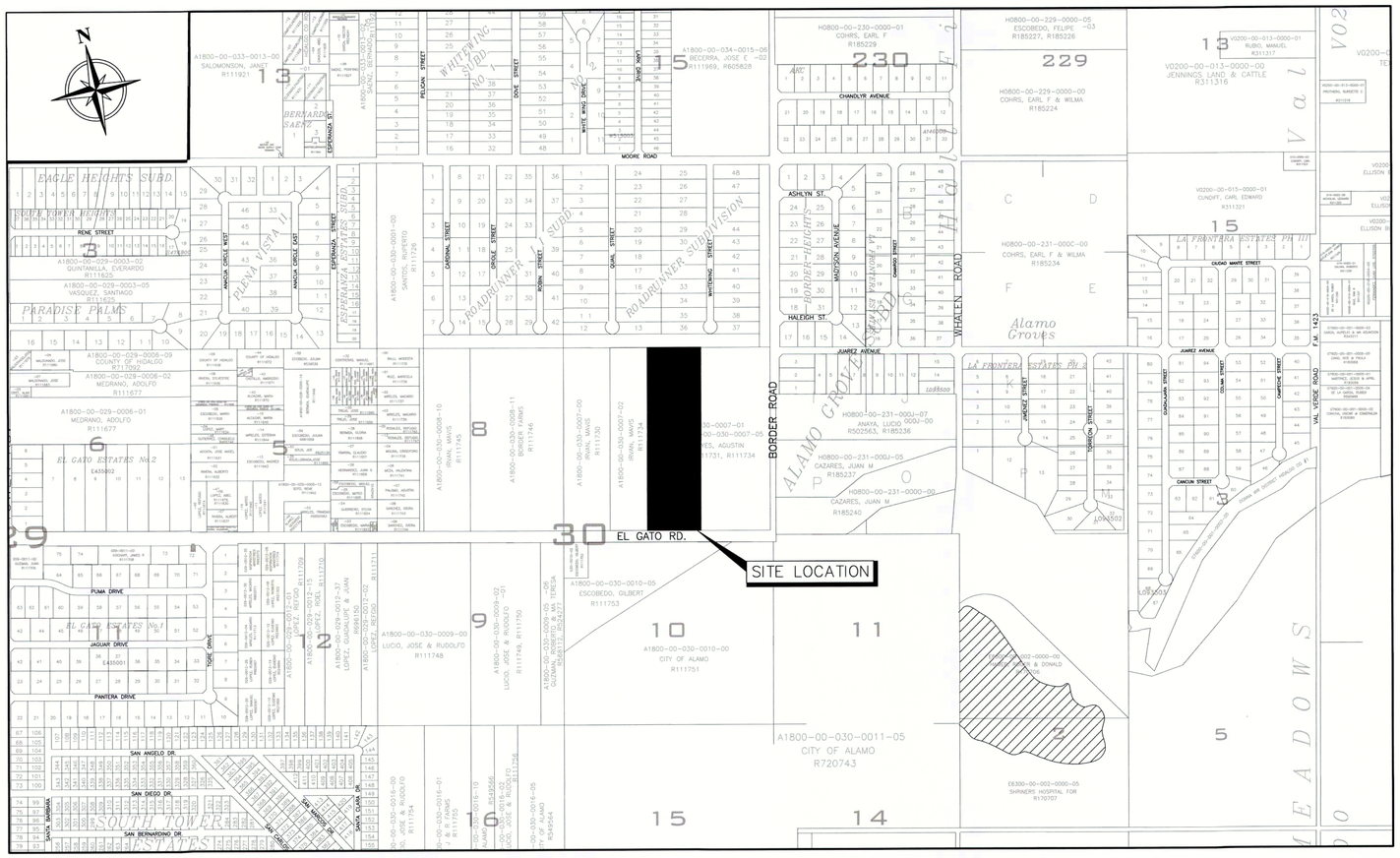
PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: _____, __

STAFF RECOMMENDS: ☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* Alamo.
☐ **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.*

CITY OF ALAMO
COUNTY OF HIDALGO

JOA SUBDIVISION



LOCATION MAP

COUNTY OF HIDALGO OFFICIALS

HIDALGO COUNTY JUDGE	RAMON GARCIA
COMMISSIONER PRECINCT 1	A.C. CUELLAR, Jr.
COMMISSIONER PRECINCT 2	EDUAEDO "EDDIE" CANTU
COMMISSIONER PRECINCT 3	JOE M. FLORES
COMMISSIONER PRECINCT 4	JOSEPH PALACIOS

CITY OF ALAMO OFFICIALS

MAYOR	LUCIANO OZUNA Jr.
CHAIRMAN	PETE MORALES
VICE-CHAIRMAN	GABRIEL GARZA
COMMISSIONER	GILBERT FLORES
COMMISSIONER	RICK CANO
COMMISSIONER	EDDIE SINGLETERRY
COMMISSIONER	JUANITA SOILS
COMMISSIONER	JUDY DAVITA LUCIO

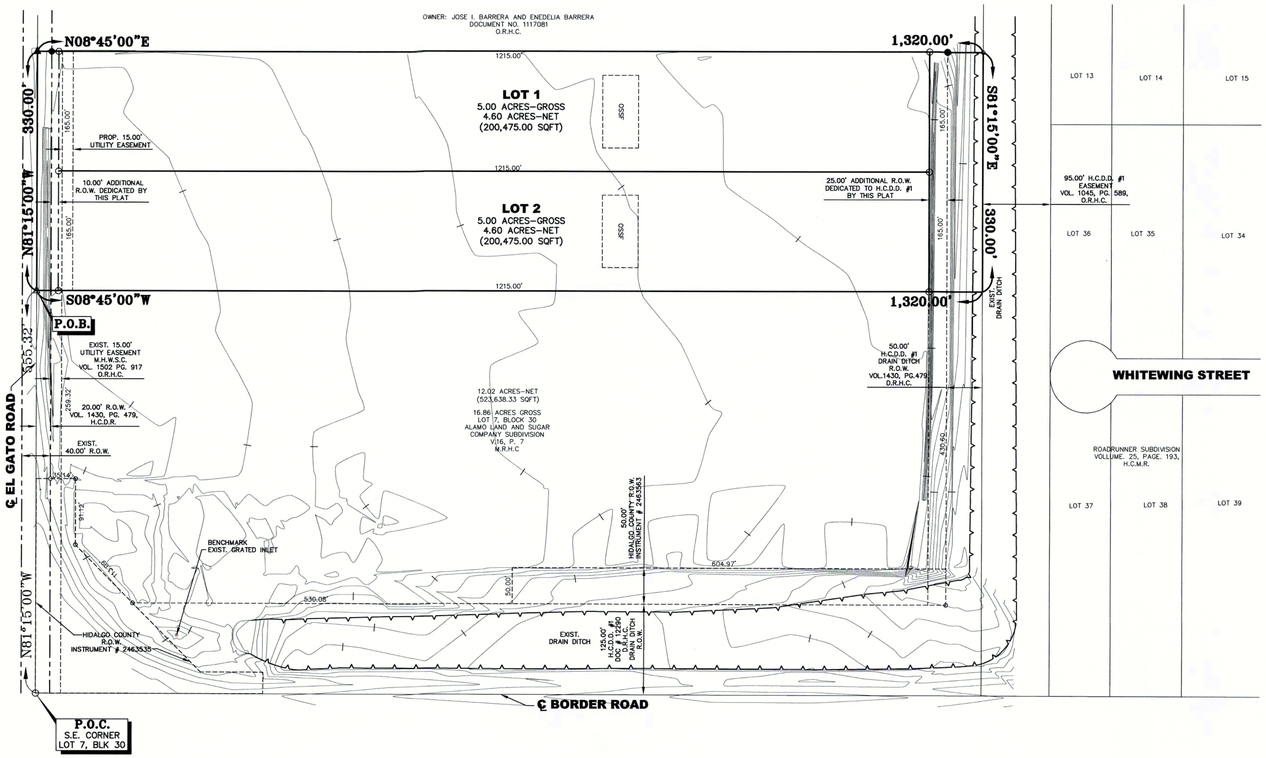
INDEX OF SHEETS

SHT #	DESCRIPTION
1	COVER SHEET
2-4	PLAT
5	UTILITY LAYOUT
6	DETAILS

STATE OF TEXAS
SAUL D. MALDONADO
100320
LICENSED PROFESSIONAL ENGINEER
10/05/2015

SAMES, INC
TEXAS REGISTERED ENGINEERING FIRM
F-10602

SAM Engineering & Surveying, Inc.
200 S. CAGE BLVD.
TEL: (956) 702-8880
FAX: (956) 702-8883



SCALE: 1"=100'

LEGEND

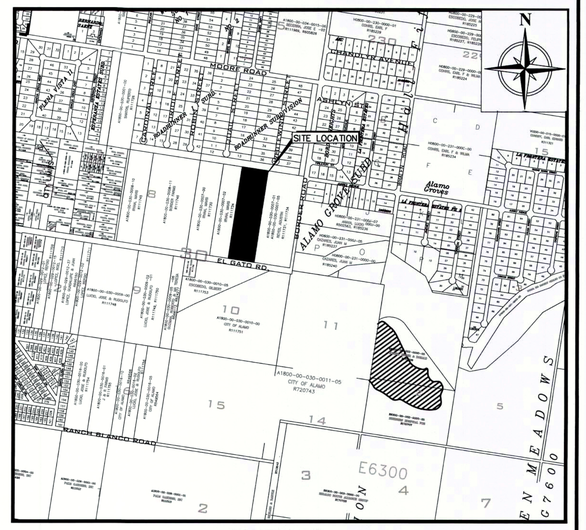
●	– FND. 1/2" IRON ROD
○	– SET 1/2" IRON ROD
◉	– FND. 5/8" IRON ROD
▲	– FND. COTTON PICKER SPINDLE
△	– SET COTTEN PICKER SPINDEL
R.O.W.	– RIGHT OF WAY
FND.	– FOUND
P.O.C.	– POINT OF COMMENCEMENT
P.O.B.	– POINT OF BEGINNING

SURVEY NOTES:

1. BASIS OF BEARING BASED ON THE EAST LINE OF LOT 7 BLOCK 30, ALAMO LAND AND SUGAR COMPANY.
2. ALL HORIZONTAL CONTROL ON THIS PROJECT WAS ESTABLISHED UTILIZING RTK GPS METHODS.
3. ELEVATIONS ON THIS PROJECT ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)

GENERAL NOTES

1. THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE: "B" ON FLOOD INSURANCE RATE MAP–COMMUNITY PANEL NO. 480334 0425 C REVISED NOVEMBER 16, 1982. AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR–FLOOD PLAIN
2. MINIMUM BUILDING SETBACK LINES SHALL BE AS FOLLOWS: FRONT: 40 FEET; REAR= 15 FEET; SIDE SETBACK: 6 FEET EXCEPT WHERE GREATER SETBACK IS REQUIRED. OR EASEMENT, WHICHEVER IS GREATER IN ALL CASES.
3. MINIMUM FINISH FLOOR: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAX 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 FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
4. BENCHMARK NOTE: THE FOLLOWING BENCHMARK ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS: –––>B.M. No. 1–ELEV, 89.30 N: 16581703.08, E: 115649.57 DESCRIPTION: LOCATED AT THE SOUTHEAST CORNER OF LOT 3 EAST PROPERTY LINE.
5. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 11.044 CUBIC–FEET (0.254 ACRE–FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 2 FOR STORM SEWER IMPROVEMENTS.)
6. 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 HEIGHTS, GROUND COVER, GRASS. OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
7. 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.
8. THIS SUBDIVISION IS SERVED BY MILITARY HIGHWAY WATER SUPPLY CORPORATION.
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 RESIDENTIAL SEWAGE 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 FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAD 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.
10. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM BOUNDARIES OF THIS SUBDIVISION.
11. J.O.A. CONSTRUCTION LLC, THE OWNERS & SUBDIVIDERS OF J.O.A. 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.
12. 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 OCCUPY AN EASEMENT.
13. FIRE HYDRANTS (IF REQUIRED) ARE PLACED IN THIS SUBDIVISION AT THE REQUEST OF THE CITY OF ALAMO. THE FIRE HYDRANTS ARE PLACED ON A NONE–FIRE RATED SYSTEM. THE PRESENCE OF THE FIRE HYDRANTS DOES NOT GUARANTEE THAT IT WILL FUNCTION PROPERLY DURING A FIRE, AND THE ENGINEER DOES NOT WARRANT OR IMPLY THAT IT WILL.
14. IN ACCORDANCE TO SECTION 8.213 SIDEWALKS AND CODE OF ORDINANCES CHAPTER 98–SIDEWALKS SHALL BE FOUR (4) FOOT IN WIDTH FOR INTERNAL STREETS AND FIVE (5) FOOT FOR PERIMETER STREETS ARTERIAL, COLLECTOR OR HIGHER CLASSIFICATION. A FIVE FOOT SIDEWALK WITH ADA RAMPS IS REQUIRED ALONG THE NORTH SIDE EL GATO ROAD AT FINAL PLAT STAGE.
15. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLANS (SW3P) REQUIREMENTS.
16. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
17. ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO UNITED IRRIGATION DISTRICT, AND THE DISTRICT ALLOWS NO OTHER UTILITIES OR USE WITHOUT EXPRESS APPROVAL.
18. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, OPEN DITCHES, OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM THE DISTRICT.
19. NO PERMANENT STRUCTURE, (EXAMPLE, FENCES, OR DRIVEWAYS OF ANY CONSTRUCTION) WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY THE DISTRICT. ANY UNAUTHORIZED STRUCTURE IN THE EASEMENT AREA IS SUBJECT TO REMOVAL.
20. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CONNECT TO ANY DISTRICT FACILITY WITHOUT FIRST OBTAINING A PERMIT FROM THE IRRIGATION DISTRICT. ANY CONNECTION NOT AUTHORIZED BY THE DISTRICT IS SUBJECT TO REMOVAL.
21. NO MORE THEM 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.
22. 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 SCHOOL, COMMERCIAL 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 ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
23. THE PURCHASER OF EACH LOT SHALL BE RESPONSIBLE TO INSTALLED DRIVEWAY CULVERT REINFORCED CONCRETE PIPE OF NOT LESS THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGTH.
24. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.5% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX 5: COUNTY CONSTRUCTION SPECIFICATIONS 3.1.4.



LOCATION MAP
SCALE: 1"=1000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

J.O.A. SUBDIVISION IS LOCATED IN HIDALGO COUNTY PRECINCT No. 2, AT THE NORTHWEST CORNER OF EL GATO ROAD AND BORDER ROAD THE NEAREST MUNICIPALITY IS THE CITY OF ALAMO. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF ALAMO (POP. 18,965), J.O.A. SUBDIVISION LIES APPROXIMATELY 0.75 MILES FROM THE CITY LIMITS AND IS WITHIN THE CITY'S TWO–MILE EXTRATERRITORIAL JURISDICTION UNDER LOCAL GOVERNMENT CODE s 42.021.

J.O.A. SUBDIVISION

BEING A 2–LOT SUBDIVISION CONTAINING 10.00 ACRES (435,600.00 SQ.FT.) MORE OR LESS, OUT OF THE EAST 26.86 ACRES (1,170,021.60 SQ.FT.) OF LOT 7, BLOCK 30, ALAMO LAND AND SUGAR COMPANY HIDALGO COUNTY, TEXAS, ACCORDING TO MAP THEREOF RECORDED IN VOLUME 16, PAGES 7, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

BEING A 2–LOT SUBDIVISION CONTAINING 10.00 ACRES (435,600.00 SQ.FT.) MORE OR LESS, OUT OF THE EAST 26.86 ACRES (1,170,021.60 SQ.FT.) OF LOT 7, BLOCK 30, ALAMO LAND AND SUGAR COMPANY HIDALGO COUNTY, TEXAS, ACCORDING TO MAP THEREOF RECORDED IN VOLUME 16, PAGES 7, MAP RECORDS OF HIDALGO COUNTY, TEXAS. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING AT SOUTHEAST CORNER OF SAID LOT 7, THENCE WITH THE SOUTH LINE OF SAID LOT 7, AND THE CENTERLINE OF EL GATO ROAD, NORTH 81°15'00" WEST, A DISTANCE OF 555.32 FEET TO A COTTON PICKER SPINDLE SET IN ASPHALT AT THE CENTERLINE OF SAID EL GATO ROAD FOR THE SOUTH EAST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE SOUTH LINE OF SAID LOT 7, AND THE CENTERLINE OF EL GATO ROAD, NORTH 81°15'00" WEST, A DISTANCE OF 330.00 FEET TO A COTTON PICKER SPINDLE FOUND IN ASPHALT FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE WITH THE EAST LINE OF JOSE I. BARRERS'S TRACT DESCRIBED IN GENERAL WARRANTY DEED, DOCUMENT NO. 1117081 OFFICIAL RECORDS, NORTH 08°45'00" EAST, AT 20.00 FEET PASS A ONE–HALF (1/2) INCH IRON ROD FOUND, FOR THE EXISTING NORTH RIGHT OF WAY OF SAID EL GATO ROAD, AT 30.00 FEET PASS A ONE–HALF (1/2) INCH IRON ROD SET WITH PLASTIC CAP STAMPED "SAMES" FOR THE NEW RIGHT OF WAY LINE OF SAID EL GATO ROAD, AT 1245 FEET PASS A ONE–HALF (1/2) INCH IRON ROD SET WITH PLASTIC CAP STAMPED "SAMES", FOR THE SOUTH 25.00 FEET ADDITIONAL DRAIN DITCH RIGHT OF WAY AT 1270.00 FEET PASS A ONE–HALF (1/2) INCH IRON ROD FOUND FOR THE SOUTH RIGHT OF WAY LINE OF A 50.00 FEET DRAIN DITCH RIGHT OF WAY, AS RECORDED IN VOLUME 1430. PAGE 479, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, CONTINUING A TOTAL DISTANCE OF 1320.00 FEET TO A POINT ON THE NORTH LOT LINE OF SAID LOT 7, AND THE SOUTH LINE OF A 95.00 FEET HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1, EASEMENT LINE AS RECORDED IN VOLUME 1045, PAGER 589, OFFICIAL RECORDS HIDALGO COUNTY, FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE ALONG THE NORTH LINE OF SAID LOT 7, AND THE SOUTH LINE OF SAID 95.00 FEET HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 EASEMENT, SOUTH 81°15'00" EAST, A DISTANCE OF 330.00 FEET TO A POINT FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 08°50'00" WEST, AT 75.00 FEET PASS A ONE–HALF (1/2) INCH DIAMETER IRON ROD SET WITH PLASTIC CAP STAMPED "SAMES", FOR THE SOUTH RIGHT OF WAY LINE OF SAID DRAIN DITCH RIGHT OF WAY, AT 1,290.00 FEET PASS A ONE–HALF (1/2) INCH IRON ROD SET WITH PLASTIC CAP STAMPED "SAMES" FOR THE NORTH RIGHT OF WAY OF SAID EL GATO ROAD, AT 1,320.00 FEET IN ALL TO THE PLACE OF BEGINNING, CONTAINING 10.00 ACRES (435,600.00 SQ.FT.) MORE OR LESS.

INDEX TO SHEET J.O.A. SUBDIVISION

1	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; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL A 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; REVISION NOTES.
2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SAMPLE OF LOG BORE FOR OSSF SYSTEM. (IF REQUIRED) TYPICAL WATER SERVICE CONNECTION; SUBDIVIDER CERTIFICATE AND STATEMENT.
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 TYPICAL ROADWAY SECTION; CURB AND GUTTER SECTION VALLEY GUTTER SECTION.

STATE OF TEXAS
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF J.O.A. SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, _____.

_____ DATE
HIDALGO COUNTY JUDGE

_____ DATE
HIDALGO COUNTY CLERK

STATE OF TEXAS
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF J.O.A. SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY ENVIROMENTAL HEALTH DIVISION ON _____

_____ DATE
HIDALGO COUNTY ENVIROMENTAL HEALTH DIVISION MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO

I (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE J.O.A. SUBDIVISION ADDITION OF THE OF, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR PURPOSES OF CONSIDERATION THEREIN EXPRESSED.

_____
J.O.A. CONSTRUCTION, LLC, A TEXAS LIMITED LIABILITY COMPANY
(HORIEL ALVAREZ)
OWNER
4006 22nd. STREET
McALLEN, TEXAS 78501
HIDALGO COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED J.O.A. CONSTRUCTION, LLC. 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 PURPOSE AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF_____, 20___.

_____
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

I,_____, ADMINSTRATOR/DIRECTOR OF PLANNING AND ZONING DEPARTMENT OF THE CITY OF ALAMO, TEXAS DO HEREBY CERTIFY THIS MINOR SUBDIVISION PLAT KNOWN AS J.O.A. SUBDIVISION CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THIS THE _____DAY OF _____, 20___ WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

_____
ADMINISTRATOR/PLANNING AND ZONING DEPARTMENT DIRECTOR

STATE OF TEXAS
COUNTY OF HIDALGO
COUNTY CLERK'S RECORDED CERTIFICATE

FILED FOR RECORDED IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
ON:_____ AT_____A.M./P.M.
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY:_____, DEPUTY CLERK
ISMAEL HIDALGO

I, THE UNDERSIGNED MAYOR OF THE CITY OF ALAMO, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ DATE
MAYOR, CITY OF ALAMO

_____ DATE
CITY SECRETARY

APPROVED BY DRAINAGE DISTRICT:

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 AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____ _____ DATE
RAUL E. SESIN, P.E., C.F.M.
GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO

"KNOW ALL MEN BY THESE PRESENTS:

THAT I, SAMUEL D. MALDONADO, DO HEREBY CERTIFY, THAT I PREPARED THIS PLAT FROM AN ACTUAL ON THE GROUND SURVEY OF THE LAND AS DESCRIBED AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE PLATTING RULES AND REGULATIONS OF THE CITY OF PHARR.

_____ 10/8/2015
SAMUEL D. MALDONADO, RPLS NO. 6027 DATE

STATE OF TEXAS · SAMUEL D. MALDONADO · 6027 · PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, SAUL D. MALDONADO, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

_____ 10/09/2015
SAUL D. MALDONADO, PE NO. 100320 DATE

STATE OF TEXAS · SAUL D. MALDONADO · 100320 · LICENSED PROFESSIONAL ENGINEER

RIGHT OF WAY EASEMENT:

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIONS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE (HEREINAFTER CALLED "GRANTEE"), MILITARY HIGHWAY WATER SUPPLY CORPORATION, CONSIDERATION PAID BY RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIONS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF 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 CITY, 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 SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE 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, THUS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE. ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT IT 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 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 EXECUTED THIS INSTRUMENT THIS___DAY OF 200___

_____
J.O.A. CONSTRUCTION, LLC, A TEXAS LIMITED LIABILITY COMPANY
(HORIEL ALVAREZ)

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT No. 2 ON THIS THE _____ DAY OF _____, 2015

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACE UPON H.C.I.D. No.2 RIHJT–OF–WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE H.I.C.I.D. No. 2.

_____ _____
SECRETARY PRESIDENT

NO.	SHEET	REVISION	DATE	APPROVED

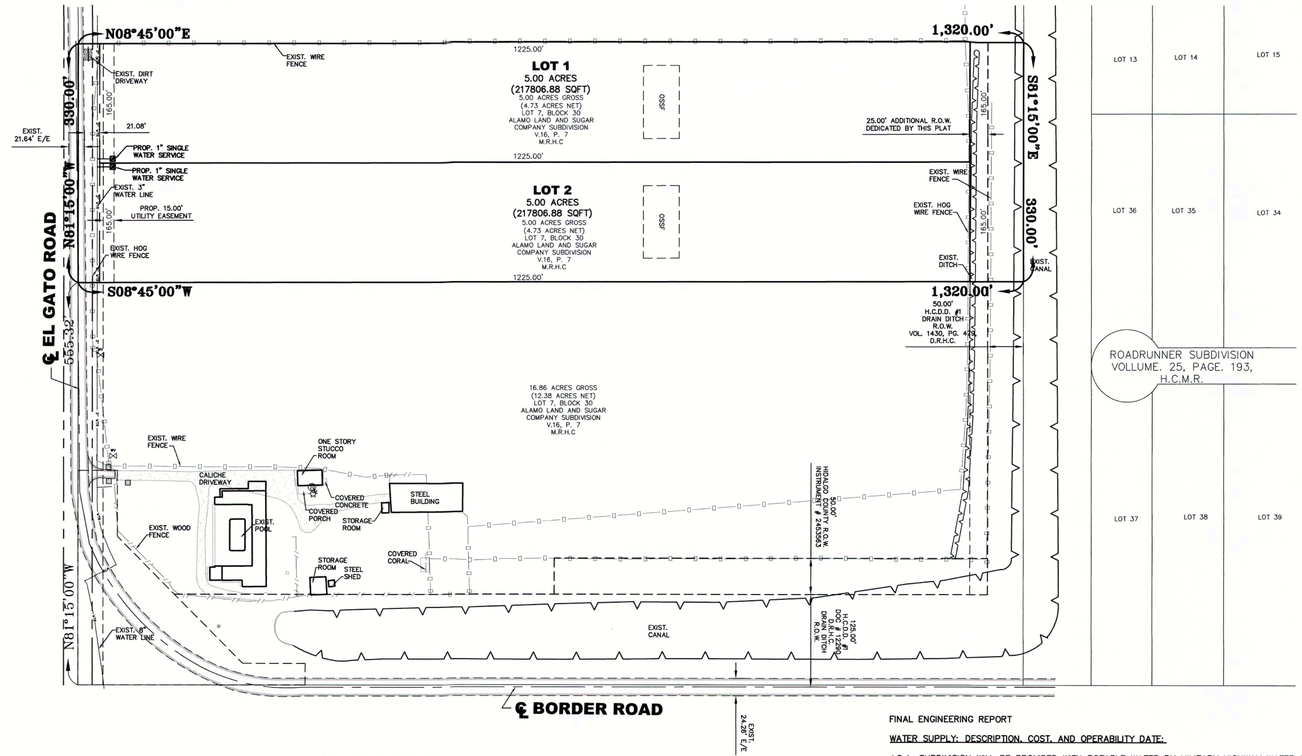
DATE OF PREPARATION: MAY 2015

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	HORIEL ALVAREZ	4006 22ND STREET	McALLEN, TEXAS 78501	(956) 588–6435	
ENGINEER:	SAUL D. MALDONADO, P.E.	200 S. CAGE BLVD.	PHARR, TEXAS 78577	(956) 702–8880	(956) 702–8883
SURVEYOR:	SAMUEL D. MALDONADO, RPLS	P.O. BOX 3253	PHARR, TEXAS 78577	(956) 702–8880	(956) 702–8883

SAMES
SAM Engineering & Surveying, Inc.
200 S. CAGE BLVD. TEL. (956) 702–8880
PHARR, TEXAS 78577 FAX: (956) 702–8883
REGISTRATION # F–10602

J.O.A. SUBDIVISION DRAINAGE AND MAP OF TOPOGRAPHY LAYOUT



LEGEND

W = WATER METER BOX

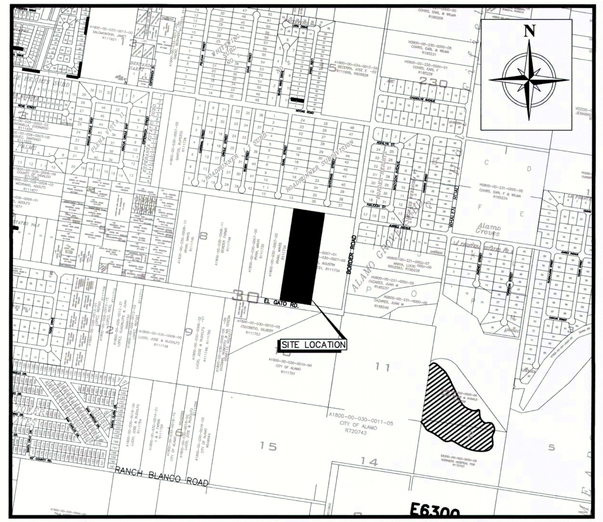
OSSF = SEPTIC TANK

= FIRE HYDRANT

TYPICAL DETAIL OF SERVICE LINES AND WATER METER BOXES

SCALE: 1"=100'

CONSTRUCTION COST ESTIMATE	
PAVING	=
DRAINAGE	=
WATER	=
SEWER	=
TOTAL	=



LOCATION MAP
SCALE: 1"=1000'

SUBDIVIDER CERTIFICATION:

BY COMPLETTING THE IMPROVEMENT DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPY WITH MINIMUM STATE STANDARDS AND THAT (A)

SUBDIVIDER CERTIFICATION:

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 LOTS 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 (WE) HORIEL ALVAREZ OF J.O.A. SUBDIVISION, HEREBY CERTIFY SEWER PERMITS ARTE REQUIRED PRIOR TO BUILDING ON ANY LOT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

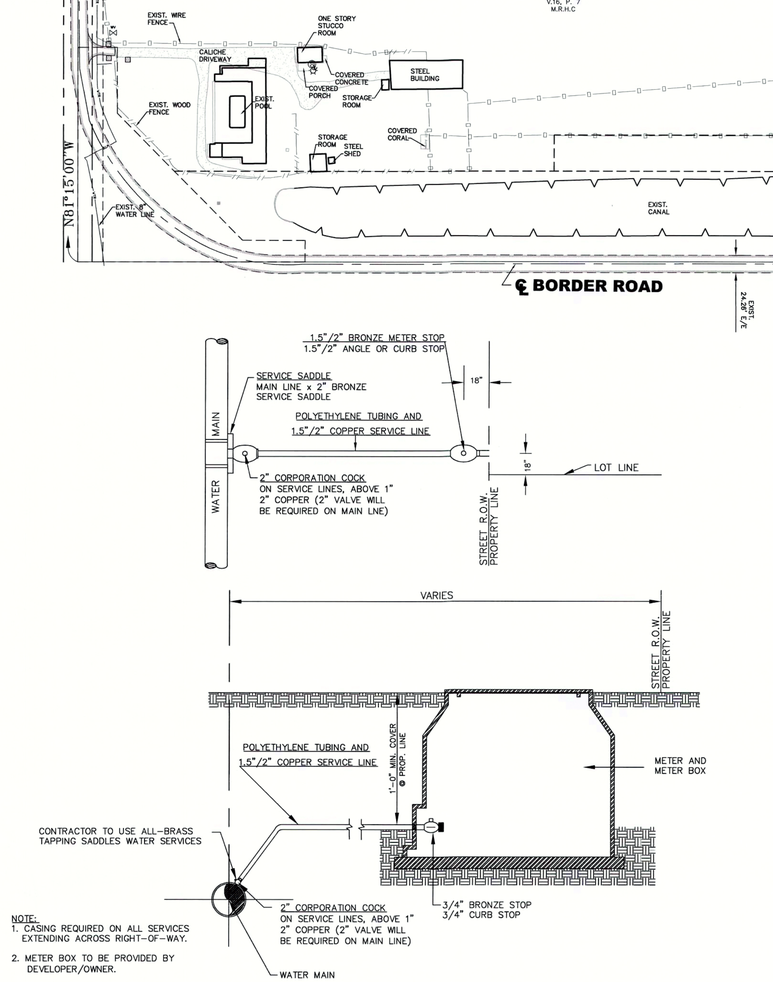
_____
OWNER: HORIEL ALVAREZ

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED HORIEL ALVAREZ KNOWN TO ME BY THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER M HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ 20____.

_____
NOTARY PUBLIC

MY COM_____ EXPIRES_____



NOTE:
1. CASING REQUIRED ON ALL SERVICES EXTENDING ACROSS RIGHT-OF-WAY.
2. METER BOX TO BE PROVIDED BY DEVELOPER/OWNER.
3. WATER METER TO BE PROVIDED BY THE CITY OF PHARR.
4. THE CITY OF PHARR WILL DETERMINE THE SIZE OF WATER METER.
5. ALL WATER SERVICES SHALL BE INSTALLED INSIDE UTILITY EASEMENTS.

SINGLE WATER SERVICE CONNECTION

NOT TO SCALE

FINAL ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

J.O.A. SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY MILITARY HIGHWAY WATER SUPPLY CORPORATION (MHWSC). THE SUBDIVIDER AND MHWSC HAVE ENTERED INTO A CONTRACT IN WHICH MHWSC HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND MHWSC 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.

MHWSC HAS AN EXISTING 3" DIAMETER WATER LINE RUNNING ALONG THE NORTH/SOUTH SIDE OF THE RIGHT OF WAY LINE OF EL GATO ROAD.

FROM THE EXISTING 3" DIAMETER WATERLINE, A 3/4" DIAMETER SINGLE SERVICES LINES RUN TO CONNECTING TO THE WATER METER BOXES FOR EACH LOT. THE 3/4" SINGLE SERVICES, AND THE METER BOXES HAVE BEEN(WILL BE) INSTALLED AT A TOTAL COST OF $3,500.00, OR $1,750.00 PER LOT. THE SUBDIVIDER HAS IN ADDITION PAID MHWSC THE SUM OF $3,500.00, WHICH COVERS THE $1750.00 COST PER LOT FOR WATER METER (INCLUDING INSTALLATION COST AND ALL TAPPING FEES AND MEMBERSHIP FEES). UPON REQUEST BY THE OWNER OF A LOT, MHWSC WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE WATER FACILITIES ARE FULLY OPERABLE AS OF THE DATE OF RECORDING OF THE PLAT. THE SUBDIVIDER WILL ALSO INSTALL 0 FIRE HYDRANTS AT A UNIT COST OF $2500.00 FOR A TOTAL COST OF $3,500.00.

SEWAGE FACILITIES DESCRIPTION: COST AND OPERABILITY DATES (UTILIZING LETTER OF CREDIT)

SEWAGE FROM J.O.A. SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON SITE SEWAGE FACILITIES (OSSF) CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENTS SEPTIC TANK AND DRAIN FIELD ON EACH LOT. THE UNDERSIGNED PROFESSIONAL ENGINEERING HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT AS ADEQUATE AREA FOR A REPLACEMENTS DRAINFIELD.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED HIDALGO SANDY CLAY LOAM. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE PROPOSED DISPOSAL AREA. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITS AREA). THE SOIL IS A UNIFORM HIDALGO SANDY CLAY LOAM EXTENDING UP TO 36" BELOW THE BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $3,500.00, INCLUDING THE COSTS FOR REQUIRED PERMIT AND LICENSE. NO OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL. THE SUBDIVIDER WILL POST A LETTER OF CREDIT WITH THE FILING OF THIS FINAL PLAT WITH HIDALGO COUNTY TO COVER THE TOTAL SEPTIC SYSTEM COST OF $7,000.00, 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 A SEPTIC SYSTEM BY WRITING OR CALLING THE SUBDIVIDER AND THEN FILING WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR PERMIT FOR CONSTRUCT A SEPTIC SYSTEM. IF ON A LOT BELONGING TO THE SUBDIVIDER NO SEPTIC HAS BEEN INSTALLED AS OF (08/05/15) THEN THE SUBDIVIDER SHALL RENEW HIS/HER LETTER OF CREDIT WITH THE COUNTY. IF HE/SHE CHOOSES NOT TO RENEW THE LETTER OF CREDIT, THAN HE/SHE MUST OBTAIN THE PROPER PERMITS AND INSTALL ALL SEPTIC TANK SYSTEM BY, (12/05/16), IF THE DEVELOPER FAILS TO RENEW HIS/HER LETTER OF CREDIT OR INSTALL ALL SEPTIC TANKS BY THE AFOREMENTIONED DATES. THEN THE COUNTY IN ACCORDANCE WITH THE EXECUTED SUBDIVIDER CONSTRUCTION AGREEMENT WILL INITIATE THE DRAW DOWN OF THE LETTER OF CREDIT TO INSTALL THE REMAINING SYSTEM. IF ON A LOT BELONGING TO SOMEONE OTHER THEN THE SUBDIVIDER, NO SEPTIC SYSTEM HAS BEEN INSTALLED AS OF (08/05/16) THEN THE SUBDIVIDER WILL FIRST REMIND THE LOT OWNER OF THE AVAILABILITY OF THE SEPTIC SYSTEM. UNLESS THE LOT OWNER THAN PROMPTLY INITIATES THE INSTALLATION OF THE SEPTIC SYSTEM BY NOTIFYING THE SUBDIVIDER AND FILING AN APPLICATION FOR A PERMIT TO CONSTRUCT THE SYSTEM, THE SUBDIVIDER WILL EXERCISE HIS/HER RETAINED RIGHT OF ENTRY AND HIS/HER OBTAINED POWER OF ATTORNEY SO THAT HE/SHE MAY INSTALL THE SEPTIC SYSTEM, OR SUBMIT TO THE COUNTY A RENEWAL OF THE LETTER OF CREDIT FOR THOSE SYSTEMS THAT HAVE NOT BEEN INSTALLED.

IN ANY EVENT, ALL SEPTIC SYSTEMS WILL BE INSTALLED ON THE LOTS BY (12/05/16) UNLESS THE SUBDIVIDER RENEWS HIS/HER LETTER OF CREDIT TO COVER THE UNINSTALLED SEPTIC TANK SYSTEMS FOR AN ADDITIONAL TIME PERIOD AS APPROVED BY THE COUNTY OF HIDALGO. SEPTIC TANK SYSTEM SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE.

WATER & SEWAGE ENGINEERING CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343. WATER CODE. 1 CERTIFY THAT THE ESTIMATED COST TO INSTALL UNINSTRUCTED WATER AND 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 $3,500.00.00 WHICH EQUALS TO $1,750.00 PER LOT.

SEWAGE FACILITIES – SEPTIC SYSTEM IS ESTIMATED TO COST $3,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $7,000.00 FOR THE ENTIRE SUBDIVISION.

PREPARED BY: SAUL MALDONADO, P.E. DATE 10/05/2015

STATE OF TEXAS
SAUL D. MALDONADO
100320
LICENSED PROFESSIONAL ENGINEER

INFORME FINAL DE INGENIERÍA

ABASTECIMIENTO DE AGUA: DESCRIPCIÓN, COSTO Y OPERABILIDAD DE FECHA:

J.O.A. SUBDIVISIONVWILL PROVISTO DE AGUA POTABLE POR MILITARES CARRETERA AGUA CORPORATION (MHWSC). EL OFERTANTE Y MHWSC HAN ENTRADO EN CONTRATO EN EL QUE MHWSC HA PROMETIDO PARA PROPORCIONAR SUFICIENTE AGUA A LA SUBDIVISIÓN POR AL MENOS 30 AÑOS Y MHWSC HA PROPORCIONADO DOCUMENTACIÓN PARA ESTABLECER SUFICIENTEMENTE LARGO A LARGO PLAZO CANTIDAD Y CALIDAD DE LOS SUMINISTROS DE AGUA DISPONIBLES PARA SERVIR EL DESARROLLO COMPLETO DE ESTA SUBDIVISIÓN

MHWSC TIENE UNA EXISTENTE 3" DIÁMETRO LÍNEA DE AGUA QUE RECORRE EL LADO NORTE Y EL SUR DE LA LÍNEA DE DERECHO DE VÍA DE CARRETERA DE EL GATO.

DESDE EXISTENTE 3" DIÁMETRO, 3/4" DIÁMETRO SERVICIOS SOLO LÍNEAS FUNCIONAN PARA CONEXIÓN A LAS CAJAS DE MEDIDOR DE AGUA PARA CADA LOTE. EL 3/4" SERVICIOS INDIVIDUALES Y LAS CAJAS DEL METRO HAN SIDO (SERÁ) INSTALADO A UN COSTO TOTAL DE $3,500.00 O $1,750.00 POR LOTE. EL OFERTANTE HA PAGADO ADEMÁS MHWSC LA SUMA DE $3,500.00, QUE CUBRE EL COSTO DE $1,750.00 POR LOTE PARA CONTADOR DE AGUA (INCLUYENDO EL COSTO DE INSTALACIÓN Y TODOS LOS TAPPING HONORARIOS Y CUOTAS). A PETICIÓN DEL PROPIETARIO DE UN LOTE, MHWSC PUNTUALMENTE INSTALARÁ GRATUITAMENTE EL MEDIDOR DE AGUA PARA QUE LOT. LAS INSTALACIONES DE AGUA SON COMPLETOS A PARTIR DE LA FECHA DE GRABACIÓN DE LA PLAT. EL OFERTANTE TAMBIÉN INSTALARÁ HIDRANTES O A UN COSTO UNITARIO DE $2,500.00 CON UN COSTO TOTAL DE $3,500.00

DESCRIPCIÓN DE INSTALACIONES DE AGUAS RESIDUALES: FECHAS COSTO Y OPERABILIDAD (CON CARTA DE CRÉDITO)

AGUAS RESIDUALES DE J.O.A. SUBDIVISIÓN SERÁN TRATADOS POR INDIVIDUO EN SITIO INSTALACIONES DE AGUAS RESIDUALES (OSSF) QUE CONSTA DE UN TANQUE SÉPTICO DE DISEÑO ESTÁNDAR DOBLE COMPARTIMIENTO Y DRENAR EL CAMPO EN CADA LOTE. LA INGENIERÍA PROFESIONAL QUE SUSCRIBE HA EVALUADO LA CONVENIENCIA DE LA SUBDIVISIONSITE PARA OSSF Y PRESENTÓ UN INFORME CONCLUYENDO QUE EL SITIO ES ADECUADO PARA OSSF. EL INFORME REVISADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO. CADA LOTE COMO ZONA ADECUADA PARA UNA OPERACIÓN DE REEMPLAZO.

CADA LOTE EN LA SUBDIVISION PROPUESTA ES AL MENOS 1/2 ACRE EN TAMAÑO. EL LIBRO DE ESTUDIO DE RECURSOS NATURALES CONSERVACIÓN SERVICIO SUELO INDICÓ HIDALGO ARENOSO ARCILLOSO. POR LO MENOS DOS EXCAVACIONES DE SUELO FUERON PREFORMADAS EN EL SITIO, EN LOS EXTREMOS OPUESTOS DE LA ZONA DE ELIMINACIÓN PROPUESTO. (PERFORACIONES ADICIONALES ERAN INNECESARIO YA QUE LOS SUELOS SON MUY UNIFORMWITHIN PARA LIMITAR EL ÁREA). EL SUELO ES UNA ARENA UNIFORME HIDALGO ARCILLOSO QUE SE EXTIENDE HASTA 36" POR DEBAJO DEL FONDO DE LA EXCAVACIÓN PROPUESTA. LA SUBDIVISIÓN DRENA BIEN.

EL COSTO DE ESTAMATED PARA INSTALAR UN SISTEMA SÉPTICO EN UN LOTE INDIVIDUAL ES DE $3,500.00, INCLUYENDO EL COSTO REQUIERE DE PERMISO Y LICENCIA. SE HAN INSTALADO A PARTIR DE THR TIEMPO DE APLICACIÓN PARA SU APROBACIÓN FINAL PLAT NO OSSF. EL OFERTANTE A PUBLICAR UNA CARTA DE CRÉDITO CON LA PRESENTACIÓN DE LA PLAT FINAL CON EL CONDADO DE HIDALGO PARA CUBRIR EL COSTO TOTAL DEL SISTEMA SÉPTICO DE $7,000.00. EL OFERTANTE INCLUIRÁ EL COSTO DE UN SISTEMA DE TANQUE SÉPTICO EN EL PRECIO DE VENTA DEL LOTE.

EN CUALQUIER MOMENTO DESPUÉS DE QUE EL LOTE SE VENDE, EL COMPRADOR PUEDE INICIAR LA INSTALACIÓN DE UN SISTEMA SÉPTICO ESCRIBIENDO O LLAMANDO A LA OFERTANTE Y LUEGO ARCHIVAR CON EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO UNA SOLICITUDE PERMISO PARA CONSTRUIR UN SISTEMA SÉPTICO. SI EN MUCHO QUE EL OFERTANTE NO SÉPTICO SE HA INSTALADO A PARTIR DE (08/05/15) EL OFERTANTE DEBERÁ RENOVAR SU CARTA DE CRÉDITO CON EL CONDADO. SI ELLA DECIDE NO RENOVARÁN LA CARTA DE CRÉDITO, QUE EL/ELLA DEBE OBTENER LOS PERMISOS CORRESPONDIENTES E INSTALAR TODO EL SISTEMA DE TANQUE SÉPTICO (12/05/16), SI EL DESARROLLADOR NO RENOVAR SU/AQUÍ CARTA DE CRÉDITO O INSTALAR TODOS LOS TANQUES SÉPTICOS EN LAS FECHAS MENCIONADAS, QUE EL CONDADO SEGÚN EL OFERTANTE EJECUTADO CONSTRUCTIONAGREEMENT INICIARÁ EL DIBUJO ABAJO DE LA CARTA DE CRÉDITO PARA INSTALAR EL SISTEMA RESTANTE. SI MUCHO PERTENECIENTE A ALGUIEN OTROS ENTONCES EL OFERTANTE, NO SISTEMA SÉPTICO SE HA INSTALADO A PARTIR DE (08/05/16) ENTONCES EL OFERTANTE VOLUNTAD FRIST RECORDAR LA GRAN CANTIDAD DE LA DISPONIBILIDAD DEL SISTEMA SÉPTICO. A MENOS QUE EL PROPIETARIO DE LOTE QUE PUNTUALMENTE INTIATES LA INSTALACIÓN DEL SISTEMA SÉPTICO POR NITIFINO DEL OFERTANTE Y LA PRESENTACIÓN DE UNA SOLICITUD DE PERMITAN PARA CONCTRUCT EL SISTEMA, EL OFERTANTE EJERCERÁ SU RETUVO EL DERECHO DE ENTRADA Y SU PODER OBTENIDO DEL LICENCIADO PARA QUE EL O ELLA PUEDE INSTALAR EL SISTEMA SÉPTICO, O PRESENTAR AL CONDADO UNA RENOVACIÓN DE LAS CARTA DE CRÉDITO THEOSE PARA SISTEMAS QUE NO HAN SIDO INSTALADOS.

EN CUALQUIER CASO, TODO EL SISTEMA SÉPTICO SE INSTALARÁ EN LOS LOTES POR (12/05/16) A MENOS QUE EL OFERTANTE RENUEVA SU CARTA DE CRÉDITO A LOS SISTEMAS DE TANQUE SÉPTICO DE THR DESINSTALADO CUBIERTA POR UN ADICIONAL COMO PERÍODO DE TIEMPO APROBADO POR EL CONDADO DE HIDALGO. SISTEMA DE TANQUE SÉPTICO DEBERÁ INSTALARSE EN EL LOTE ANTES DEL CONDADO EMITIR UN DESPACHO FINAL DE LUZ Y AGUA.

UAGUA y aguas residuales ingeniería CERTIFACTION:

POR MI FIRMA ABAJO, CERTIFICO QUE LAS INSTALACIONES DE AGUA Y AGUAS RESIDUALES SERVICIOS DESCRITAS EN COMPLAIANCE CON LAS REGLAS MODELO ADOPTARON BAJO SECCIÓN 16.343. CÓDIGO DE AGUAS. 1 INSTALACIONES, DESCUSSED ANTERIOR, SON LAS SIGUIENTES:

INSTALACIONES DE AGUA: ESTAS INSTALACIONES TOTALMENTE CONSTRUIDAS, CON LA INSTALACIÓN DE MEDIDOR DE AGUA, COSTARÁ UN TOTAL DE $3,500.00 QUE EQUIVALE A $1,750.00 POR LOTE.

INSTALACIONES DE AGUAS RESIDUALES–SISTEMA SÉPTICO SE ESTIMA QUE COSTO $3,500.00 POR LOTE (TODO INCLUIDO), PARA UN TOTAL DE $7,000.00 PARA LA SUBDIVISIÓN DE TODA.

PREPARED BY: SAUL D. MALDONADO P.E. FETCHA 10/05/2015

STATE OF TEXAS
SAUL D. MALDONADO
100320
LICENSED PROFESSIONAL ENGINEER

INDEX TO SHEET J.O.A. SUBDIVISION

1	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; CITY 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; REVISION NOTES.
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DATE OF PREPARATION: MAY 2015

REGISTRATION # F-10602

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	HORIEL ALVAREZ	4006 22ND STREET	McALLEN, TEXAS 78501	(956) 588-6435	
ENGINEER:	SAUL D. MALDONADO, P.E.	200 S. CAGE BLVD.	PHARR, TEXAS 78577	(956) 702-8880	(956) 702-8883
SURVEYOR:	SAMUEL D. MALDONADO, RPLS.	200 S. CAGE BLVD.	PHARR, TEXAS 78577	(956) 702-8880	(956) 702-8883

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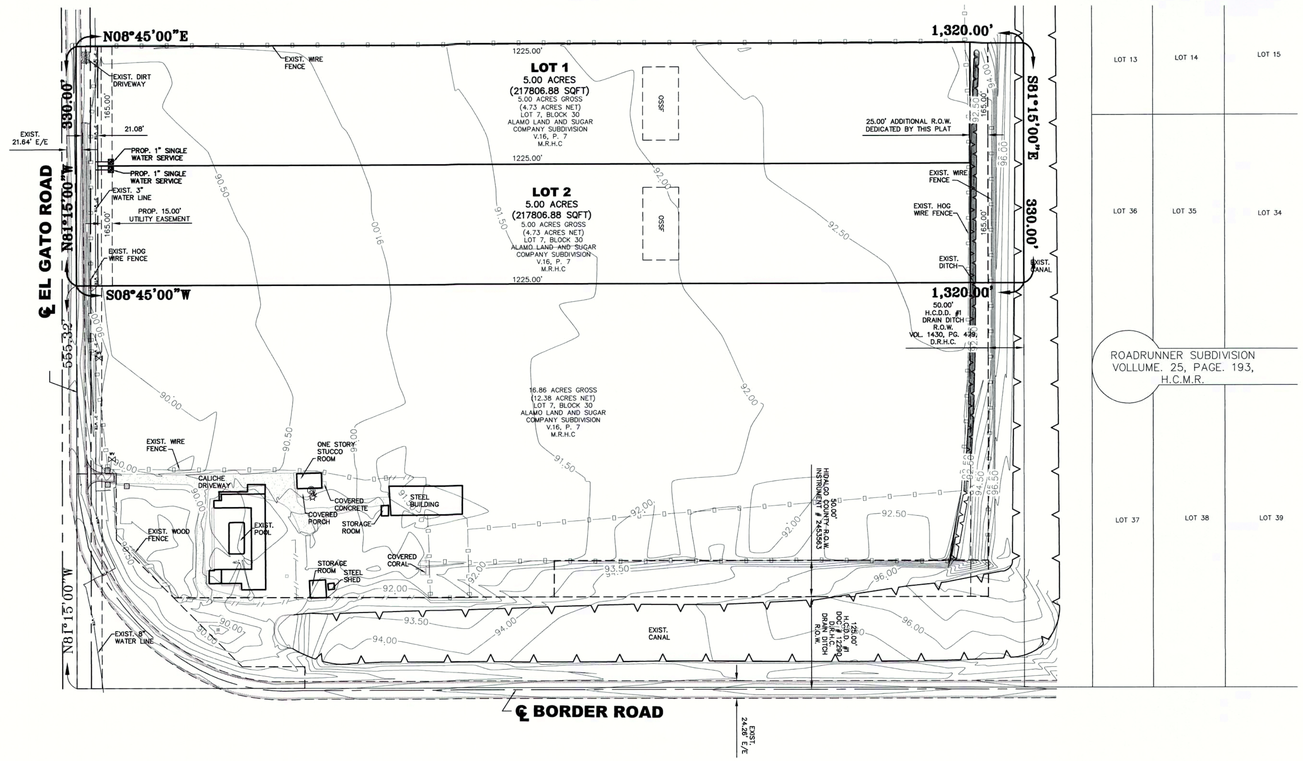
PHARR, TEXAS 78577 FAX: (956) 702-8883

J.O.A. SUBDIVISION
DRAINAGE AND MAP
OF TOPOGRAPHY LAYOUT



SCALE: 1"=100'

LOCATION MAP
SCALE: 1"=1000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

J.O.A. SUBDIVISION IS LOCATED IN HIDALGO COUNTY PRECINCT No. 2, AT THE NORTHWEST CORNER OF EL GATO ROAD AND BORDER ROAD THE NEAREST MUNICIPALITY IS THE CITY OF ALAMI. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF ALAMO (POP. 18,956), J.O.A. SUBDIVISION LIES APPROXIMATELY 0.75 MILES FROM THE CITY LIMITS AND IS WITHIN THE CITY'S TWO-MILE EXTRATERRITORIAL JURISDICTION UNDER LOCAL GOVERNMENT CODE s 42.021.

DRAINAGE REPORT
J.O.A. SUBDIVISION
HIDALGO COUNTY, TEXAS

THE PROPOSED 2-LOT J.O.A. SUBDIVISION CONTAINING 10.00 ACRES OUT OF A 26.86-ACRE (GROSS), 21.85-ACRE (NET) TRACT OF LAND , PROPERTY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION EL GATO ROAD AND BORDER ROAD, WITHIN THE CITY LIMITS OF ALAMO. THIS DEVELOPMENT IS CURRENTLY FLANKED BY SINGLE FAMILY RESIDENTIAL AREAS TO THE NORTH AND WEST, AND OPEN AGRICULTURE ON THE SOUTH, AND EAST. THIS DEVELOPMENT AND ITS SURROUNDING AREA IS IN ZONE "B", ACCORDING TO FEMA'S FLOOD INSURANCE RATE MAP, COMMUNITY-PANEL NUMBER 480334 0425C, MAP REVISED NOVEMBER 16, 1982.

ACCORDING TO THE SOIL SURVEY REPORT PREPARED FOR HIDALGO COUNTY BY THE U.S.D.A. SOIL CONSERVATION SERVICES, THE SITE CONSISTS OF HIDALGO-SANDY CLAY LOAM (28) (100% OF SITE), WITH 0 TO 1 PERCENT SLOPES, WELL DRAINED, MODERATELY HIGH TO HIGH PERMEABILITY, AND AVAILABLE WATER CAPACITY IS MODERATE.

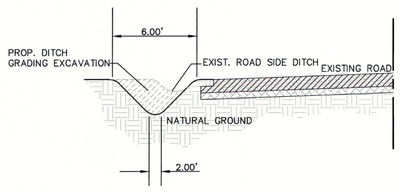
EXISTING STORM RUNOFF WITHIN THIS PROPERTY CURRENTLY FLOWS OVERLAND IN A SOUTH, SOUTHEASTERLY DIRECTION TO ADJACENT LOW LYING AREAS ALONG EL GATO ROAD AND SUBSEQUENTLY RUNS ITS NATURAL COURSE.

AS REQUIRED BY THE CITY OF ALAMO, THE POST-DEVELOPMENT STORM RUNOFF VOLUME WILL REMAIN UNCHANGED, WITH THE ADDITIONAL RUNOFF RESULTING FROM INCREASED IMPERVIOUS AREAS TO BE DETAINED WITHIN THE PROPERTY. ACCORDING TO CALCULATIONS UTILIZING THE RAINFALL-RUNOFF MODEL – THE RATIONAL METHOD, THE EXISTING PEAK RUNOFF FROM A 10-YEAR STORM IS APPROXIMATED TO BE 5.99 CFS FOR THIS PROPERTY. THE ANTICIPATED PEAK RUNOFF AFTER DEVELOPMENT IS CALCULATED TO BE 13.87 CFS FOR A 10-YEAR STORM.

IN ACCORDANCE WITH HIDALGO COUNTY AND CITY OF ALAMO DRAINAGE REQUIREMENTS OF NOT INCREASING THE AMOUNT OF EXISTING RUNOFF, CALCULATIONS INDICATE THAT 11,044 CUBIC FEET (0.254 AC-FT) OF STORM RUNOFF WILL BE REQUIRED TO BE DETAINED WITHIN THE SUBDIVISION. THE REQUIRED DETENTION VOLUME WILL BE DETAINED ON SITE WITHIN THE PROPOSED LOTS IN THE FORM OF A SWALES AND DETENTION PONDS. DETAINED RUNOFF WILL THEN OUTFALL BY SWALES, AND RCP PIPE, INTO AN EXISTING DRAIN DITCH OWNED BY THE HIDALGO COUNTY DRAINAGE DISTRICT # 1, LOCATED ON THE EAST SIDE OF PROPOSED SUBDIVISION ALONG BORDER ROAD. TABLES AND CALCULATIONS ARE ATTACHED.

PREPARED BY: SAUL MALDONADO, P.E. DATE 10/05/2015

STATE OF TEXAS
SAUL D. MALDONADO
100320
LICENSED
PROFESSIONAL ENGINEER



ROAD SIDE DITCH GRADING
N.T.S.

LOCATION OF PROPERTY:
BEING 10 ACRES OUT OF THE EAST 26.86 ACRES OF LOT 7, BLOCK 30, ALAMO LAND AND SUGAR COMPANY, HIDALGO COUNTY TEXAS, VOLUME 16, PAGE 7, MAP RECORDS, HIDALGO COUNTY, TEXAS. THIS PROPERTY IS LOCATED IN THE ETJ OF THE CITY OF ALAMO AND IT IS LOCATED APPROXIMATELY 555.32 FEET WEST OF THE INTERSECTION OF EL GATO ROAD AND BORDER ROAD.

EXISTING USE AND DRAINAGE PATTERN:
THE PROPERTY IS CURRENTLY OPEN LAND. THE CURRENT DRAINAGE RUNOFF FROM THIS PROPERTY IS OVER LAND IN A SOUTH, SOUTHEASTERLY DIRECTION TO ADJACENT LOW LYING AREAS ALONG EL GATO ROAD AND SUBSEQUENTLY FLOWS EAST IN A ROAD SIDE DITCH TO AN EXISTING GRATE INLET, OWNED BY HIDALGO COUNTY DRAINAGE DISTRICT #1 WHICH THEN OUT FALLS INTO AN EXISTING DRAIN DITCH ALSO OWNED BY HIDALGO COUNTY DRAINAGE DISTRICT #1.

CALCULATIONS:
FEMA FLOOD ZONE "B", COMMUNITY PANEL NUMBER 480334 0450 C, DATED NOVEMBER 16, 1982.
SOIL HYDRAULIC GROUP IS B.
EXISTING STORM RUNOFF BASED ON THE RATIONAL METHOD FOR A 10 YEAR FREQUENCY STORM IS 5.99 CFS.
POST DEVELOPMENT EXPECTED RUNOFF IS 13.87 CFS FOR THE PROPPED DESIGN STORM.
TOTAL DETENTION REQUIREMENT IS 11,044 CF.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, SAUL D. MALDONADO, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

SAUL D. MALDONADO, PE NO. 100320 DATE 10/05/2015

STATE OF TEXAS
SAUL D. MALDONADO
100320
LICENSED
PROFESSIONAL ENGINEER

DATE OF PREPARATION: MAY 2015 REGISTRATION # F-10602

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	HORIEL ALVAREZ	4006 22ND STREET	McALLEN, TEXAS 78501	(956) 588-6435	
ENGINEER:	SAUL D. MALDONADO, P.E.	200 S. CAGE BLVD.	PHARR, TEXAS 78577	(956) 702-8880	(956) 702-8883
SURVEYOR:	SAMUEL D. MALDONADO, RPLS	200 S. CAGE BLVD.	PHARR, TEXAS 78577	(956) 702-8880	(956) 702-8883

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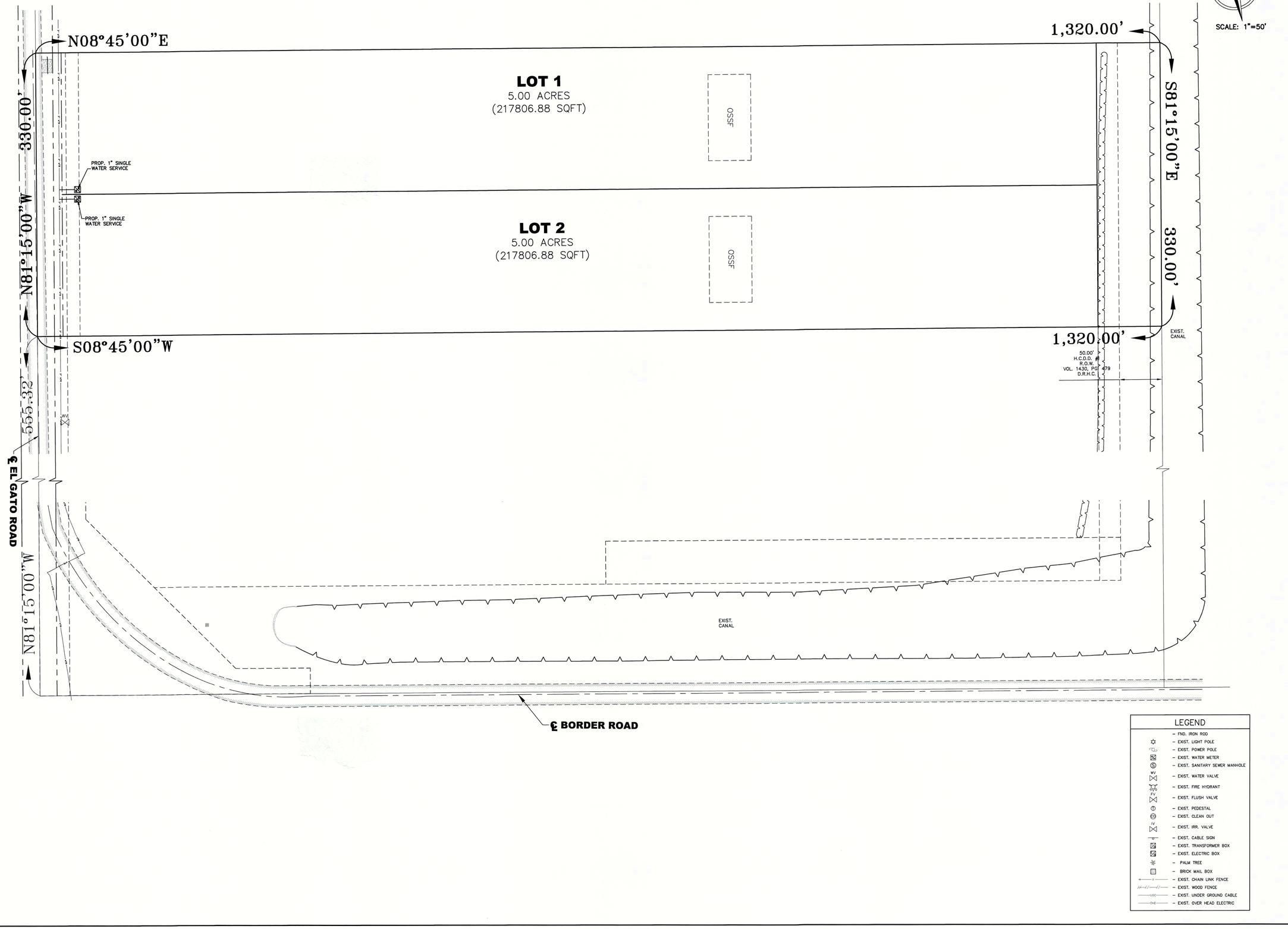

LEGEND

	– FND. IRON ROD
	– EXIST. LIGHT POLE
	– EXIST. POWER POLE
	– EXIST. WATER METER
S	– EXIST. SANITARY SEWER MANHOLE
WV	– EXIST. WATER VALVE
FH	– EXIST. FIRE HYDRANT
FV	– EXIST. FLUSH VALVE
	– EXIST. PEDESTAL
CO	– EXIST. CLEAN OUT
IV	– EXIST. IRR. VALVE
	– EXIST. CABLE SIGN
	– EXIST. TRANSFORMER BOX
	– EXIST. ELECTRIC BOX
	– PALM TREE
	– BRICK MAIL BOX
	– EXIST. CHAIN LINK FENCE
	– EXIST. WOOD FENCE
UGC	– EXIST. UNDER GROUND CABLE
OHE	– EXIST. OVER HEAD ELECTRIC

SAMES
SAM Engineering & Surveying, Inc.
200 S. CAGE BLVD. PHARR, TEXAS 78577
TEL: (956) 702-8880
FAX: (956) 702-8883

JOA SUBDIVISION ALAMO, TEXAS

REVISIONS

REV.	DESCRIPTION	DATE

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STATE OF TEXAS
SAUL D. MALDONADO
100320
LICENSED PROFESSIONAL ENGINEER
10/03/15

SAMES, INC
TEXAS REGISTERED
ENGINEERING FIRM
F-10602

The Professional Engineers seal affixed to this sheet applies only to the material and items shown on this sheet. All drawings, instruments or other documents not exhibiting this seal shall not be considered prepared by this Engineer, and this Engineer expressly disclaims any and all responsibility for such plan, drawings or documents not exhibiting this seal.

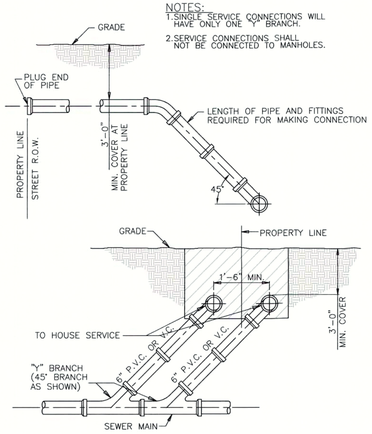
PROJ. NO.	SUB 15.003
DATE:	MAY 2015
SCALE:	1"=50'

SHEET NAME:

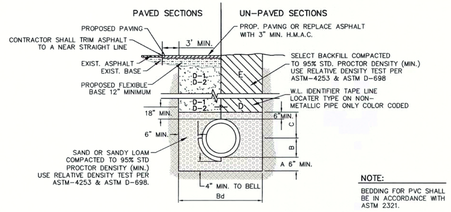
UTILITY LAYOUT

SHEET NUMBER:

05



SANITARY SEWER SERVICE CONNECTION
N.T.S.



A. SAND OR SANDY LOAM BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE. (MIN. THICKNESS=6")

B. SAND OR SANDY LOAM BACKFILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE. (4" LIFTS, HAND TAMPED) Bd TRENCH WIDTHS SHALL BE PIPE O.D. + 12" OR IN ACCORDANCE WITH ASTM 2331 FOR PVC PIPE.

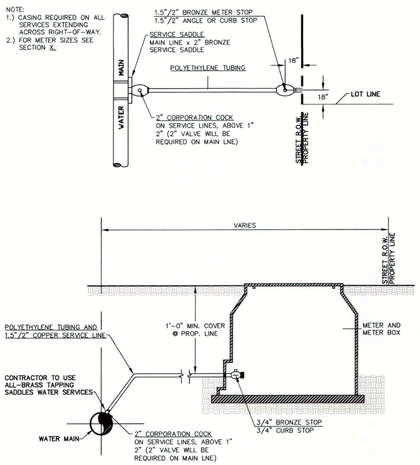
C. SAND OR SANDY LOAM BACKFILL PLACED FROM SPRING LINE OF PIPE TO 6" ABOVE TOP OF PIPE. (6" LIFTS, HAND TAMPED)

D-1. (CITY STREETS, PARKING AREA, SELECT EXCAVATED BACKFILL MATERIAL COMPACTED TO 95% SPD. (8" LIFTS, MECHANICAL COMPACTION)

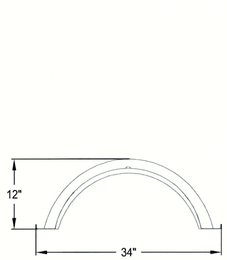
D-2. (STATE MAINTAINED ROADWAY) COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT COMPACTED AS PER ASTM D-4253 AND ASTM D-698.

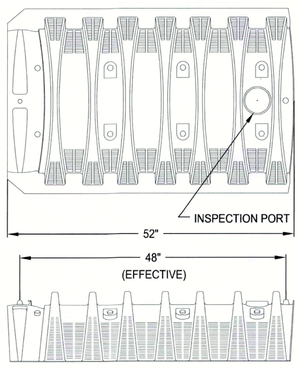
E. SELECTED EARTH BACKFILL COMPACTED TO 90% STANDARD PROCTOR DENSITY (12" LIFT, MECHANICAL COMPACTION). FOUNDATION PREPARATION (WELLPOINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT, AND COMPACTED TO 95% STANDARD PROCTOR DENSITY (USE RELATIVE DENSITY TEST PER ASTM D-4253 & ASTM D-698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 6". STRUCTURE BACKFILL MATERIAL SHALL BE SAND, APPROVED SITE SOIL, OR OTHER APPROVED SUBSTITUTE.

TRENCH BEDDING (WATER) DETAIL
N.T.S.

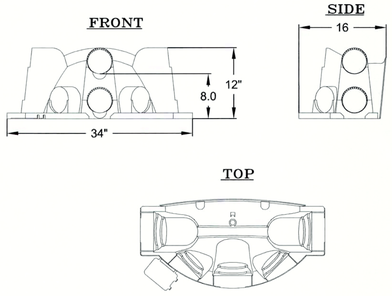


SINGLE WATER SERVICE CONNECTION DETAIL
N.T.S.

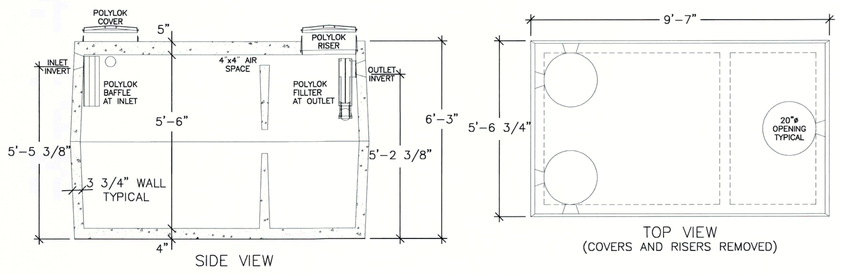




DRAINAGE FIELD INFILTRATOR CHAMBER
N.T.S.



DRAINAGE FIELD MULTIPORT ENDCAP
N.T.S.



TANK DESIGN SPECIFICATION
CONFORMS TO LATEST:
ASTM DESIGNATION C1227

NOTES:
1. JOINT SEALANT IS BUTYL RUBBER MASTIC TYPE SEAL THAT CONFORMS TO LATEST AASHTO SPECIFICATION M-198. MEETS FEDERAL SPECIFICATION SS-S-0021(210-A).
2. PIPE INLET AND OUTLET LOCATIONS HAVE POLYLOK II PIPE SEALS.
3. REINFORCING STEEL DEFORMED BARS CONFORM TO LATEST ASTM SPECIFICATION A615.
3. REINFORCING STEEL WELDED WIRE FABRIC CONFORM TO LATEST ASTM SPECIFICATION A185.
5. CONCRETE COMPRESSIVE STRENGTH- 4000 PSI AT 28 DAYS.
6. METHOD OF MANUFACTURE: WET CAST.
7. SECTIONS ARE MONOLITHIC.

WEIGHT CHART

PRODUCT	APPROX. WEIGHT
TANK	13400 LBS.

1500 GALLON STANDARD SEPTIC TANK
N.T.S.

SAMES
SAM Engineering & Surveying, Inc.
200 S. CAGE BLVD. TEL: (956) 702-8880
PHARR, TEXAS 78577 FAX: (956) 702-8883

JOA SUBDIVISION
ALAMO, TEXAS

REVISIONS

REV.	DESCRIPTION	DATE

This drawing and the details on it are the sole property of the Engineer and may be used for this specific project only. It shall not be loaned, copied or reproduced, in whole or in part, or for any other purpose or project without the written consent of the Engineer.

STATE OF TEXAS
SAUL D. MALDONADO
100320
LICENSED
PROFESSIONAL ENGINEER
10-9-15

SAMES, INC
TEXAS REGISTERED
ENGINEERING FIRM
F-10602

The Professional Engineers seal affixed to this sheet applies only to the material and items shown on this sheet. All drawings, instruments or other documents not exhibiting this seal shall not be considered prepared by this Engineer, and this Engineer expressly disclaims any and all responsibility for such plan, drawings or documents not exhibiting this seal.

PROJ. NO.	SUB 15..001
DATE:	OCTOBER 2015
SCALE:	NONE

SHEET NAME:
TYPICAL CIVIL DETAILS

SHEET NUMBER:
06

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 1-05-2016

PROPOSED **PUEBLO DE PALMAS NO. 17** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **Melden & Hunt, Inc.** DEVELOPER: **J Gary Frisby**

☐ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☒ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **119** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **North west corner of Ramseyer Road and Cesar Chavez Road.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **Edinburg** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **7-09-2015** PROPERTY LIES WITHIN FLOOD ZONE: **"X" and "X" shaded** AS PER FEMA.

DRAINAGE DESIGN: **Storm drainage system discharging to the HCDD#1 drain ditch located Northeast of proposed development. Detention has been provided during construction of Phase 16.**

ROAD R.O.W. DEDICATION: **29.53 feet on to Ramseyer Road and 19.15 feet on to Cesar Chavez Road.**

H.C.R.O.W. FINAL APPROVAL DATE: **12-1-2015** By, **Joe A. Ochoa, Pct. 4** R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **N/A** By, **Elizardo "Chardo" Ramos** Environmental Health Division Manager

SEWER SYSTEM: ☒SANITARY SEWER BY: **Edinburg** LINE SIZE: **12"** LOCATION: **Cesar Chavez Road.**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **Cesar Chavez Road.**

H.C.O.E.C. FINAL APPROVAL DATE: **12-3-2015** : 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.

REQUEST FOR FINAL APPROVAL WITH: ☒**A Letter of Credit** *Financial Institution:* **416,240.20** *L.O.C No.* **271**

Letter of Credit submitted to the City of Edinburg pending construction for the items as follows:

Paving **$316,261.20** *Widening of Ramseyer Road* **$74,285.00**

6' Buffer fence **$6,554.00** *Side walks* **$19,140.00**

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **July 28, 2015**

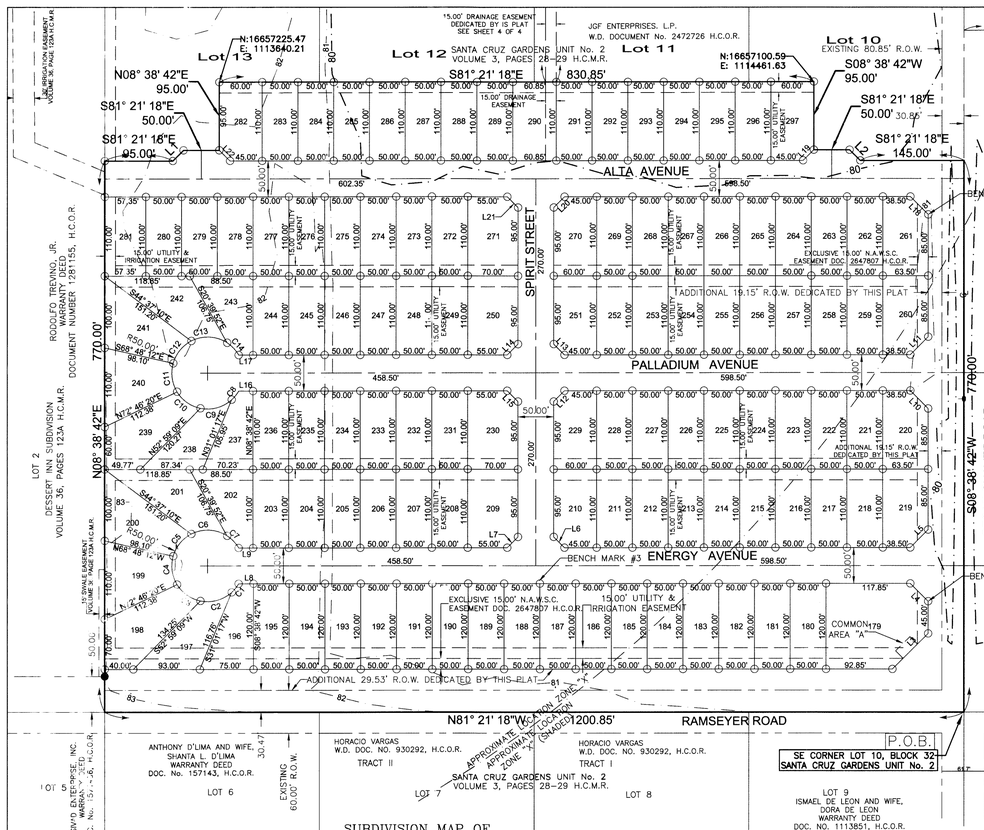
STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **Edinburg**.

☒ **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

PUEBLO DE PALMAS PHASE 17

BEING A RESUBDIVISION OF 23.365 ACRES
BEING PART OR PORTION OF LOTS 10 THROUGH 13, BLOCK 32
OUT OF SANTA CRUZ GARDENS UNIT No. 2
VOLUME 8, PAGES 28-29, H.C.M.R.
HIDALGO COUNTY, TEXAS.

BEARING BASIS AS PER TEXAS STATE PLANE GRID COORDINATE SYSTEM, NAD 83 SOUTH ZONE (4205) PER NAVD 88 (GEOID 2003)

SCALE: 1"=100'

LEGEND

- FOUND No 4 REBAR
- SET No 4 REBAR WITH PLASTIC CAP STAMPED "FLORES & HUNT"

R.O.W. - RIGHT OF WAY
P.O.B. - POINT OF BEGINNING
S.E. OR - SOUTHEAST CORNER
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
DOC. No - DOCUMENT NUMBER

Curve Table

Curve #	Delta	Length	Radius	Chord Direction	Chord Length	Tangent
C1	017° 46' 44"	15.51'	50.00'	N47° 32' 04"E	15.45'	7.82'
C2	053° 46' 58"	46.93'	50.00'	N83° 18' 54"E	45.23'	25.36'
C3	047° 09' 23"	41.15'	50.00'	S46° 12' 55"E	40.00'	21.82'
C4	047° 09' 23"	41.15'	50.00'	S0° 56' 27"W	40.00'	21.82'
C5	047° 09' 23"	41.15'	50.00'	S48° 05' 50"W	40.00'	21.82'
C6	060° 00' 00"	52.36'	50.00'	N78° 19' 28"W	50.00'	28.87'
C7	026° 58' 10"	23.54'	50.00'	N34° 50' 23"W	23.32'	11.99'
C8	017° 46' 44"	15.51'	50.00'	N47° 32' 04"E	15.45'	7.82'
C9	053° 46' 58"	46.93'	50.00'	N83° 18' 54"E	45.23'	25.36'
C10	047° 09' 23"	41.15'	50.00'	S46° 12' 55"E	40.00'	21.82'
C11	047° 09' 23"	41.15'	50.00'	S0° 56' 27"W	40.00'	21.82'
C12	047° 09' 23"	41.15'	50.00'	S48° 05' 50"W	40.00'	21.82'
C13	060° 00' 00"	52.36'	50.00'	N78° 19' 28"W	50.00'	28.87'
C14	026° 58' 10"	23.54'	50.00'	N34° 50' 23"W	23.32'	11.99'

Lot Area Table

Lot #	SQ. FT.	Area
179	15,579.68	0.358
180-195	6,000.00	0.138
196	6,001.06	0.138
197	6,388.94	0.147
198	8,457.79	0.194
199	7,289.96	0.167
200	7,696.40	0.177
201	7,402.49	0.170
202	6,261.73	0.144
203-208	5,500.00	0.126
209	7,587.50	0.174
210	6,487.50	0.149
211-218	5,500.00	0.126
219	6,672.50	0.153
220	6,672.50	0.153
221-228	5,500.00	0.126
229	6,487.50	0.149
230	7,587.50	0.174
231-236	5,500.00	0.126
237	5,200.31	0.119
238	5,487.22	0.126

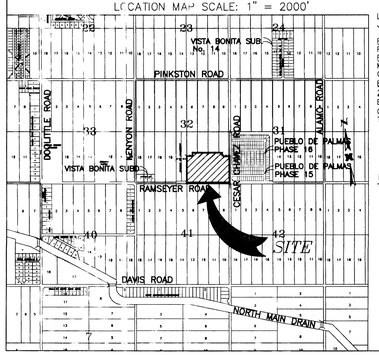
Lot Area Table

Lot #	SQ. FT.	Area
239	8,008.94	0.184
240	7,289.95	0.167
241	7,696.40	0.177
242	7,402.49	0.170
243	6,261.73	0.144
244-249	5,500.00	0.126
250	7,587.50	0.174
251	6,487.50	0.149
252-259	5,500.00	0.126
260	6,672.50	0.153
261	6,672.50	0.153
262-269	5,500.00	0.126
270	6,487.50	0.149
271	7,587.50	0.174
272-280	5,500.00	0.126
281	6,308.50	0.145
282	6,487.50	0.149
283-289	5,500.00	0.126
290	6,693.50	0.154
291-296	5,500.00	0.126
297	6,487.50	0.149

Lot Line Table

Line #	Length	Direction
L1	21.21'	N53° 38' 42"E
L2	21.21'	S36° 21' 18"E
L3	70.71'	N53° 38' 42"E
L4	35.36'	S36° 21' 18"E
L5	35.36'	S53° 38' 42"W
L6	21.21'	N36° 21' 18"W
L7	21.21'	S53° 38' 42"W
L8	20.85'	S81° 21' 18"E
L9	20.20'	S81° 21' 18"E
L10	35.36'	N36° 21' 18"W
L11	35.36'	S53° 38' 42"W
L12	21.21'	S53° 38' 42"W
L13	21.21'	N36° 21' 18"W
L14	21.21'	S53° 38' 42"W
L15	21.21'	N36° 21' 18"W
L16	20.20'	S81° 21' 18"E
L17	20.20'	N81° 21' 18"W
L18	35.36'	S36° 21' 18"E
L19	21.21'	S53° 38' 42"W
L20	21.21'	N53° 38' 42"E
L21	21.21'	N36° 21' 18"W
L22	21.21'	N36° 21' 18"W

LOCATION MAP SCALE: 1" = 2000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

PUEBLO DE PALMAS PHASE 17 IS LOCATED IN THE MID-CENTRAL PART OF HIDALGO COUNTY AT NORTHWEST INTERSECTION OF RAMSEYER ROAD & CESAR CHAVEZ ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY EDINBURG (POPULATION 77,100). PUEBLO DE PALMAS PHASE 17 LIES 2 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 4.

MELDEN & HUNT, INC.
TEXAS REGISTRATION 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) 487-5256
RIO GRANDE CITY, TX. 78582 — FAX: (956) 488-8591
E-MAIL: www.meldenandhunt.com — ESTABLISHED 1947

DRAWN BY: CIRO	DATE:	10-28-15	
SURVEYED, CHECKED: D.R.	DATE:	10-28-15	
FINAL CHECK: FH	DATE:	10-28-15	

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	JGF LAND CO. INC. J. GARY FRISBY, PRESIDENT	P.O. BOX 1000	MISSION, TX 78573	956-583-1114	956-583-8343
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

INDEX TO SHEET OF PUEBLO DE PALMAS PHASE 17

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; APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES, IRRIGATION DISTRICT, H.C.D.D. No. 1., HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; N.A.W.S.C. R.O.W. EASEMENT DEDICATION.

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION), WATER DETAILS;

SHEET 3: SANITARY SEWER LAYOUT; DETAILS

SHEET 4: MAP OF TOPOGRAPHY AND DRAINAGE; REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, ENGINEERING CERTIFICATION, STREET DETAILS; STORM DRAINAGE CONSTRUCTION DETAILS.

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" & "X"(SHADED); ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN. ZONE "X" SHADED AREA OF 500-YEAR FLOOD AND AREA OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THEN ONE FOOT OR WITH DRAINAGE AREAS LESS THEN ONE SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD, COMMUNITY-PANEL NO. 480334 0325 D EFFECTIVE DATE: JUNE 6, 2000 FURTHER REVISED AS PER LOMR DATED MAY 17, 2001.

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: 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 CORNER GARAGE SIDE: 18.00 FEET
CORNER GARAGE FRONT: 18.00 FEET
CORNER SIDE WHERE R.O.W. IS GREATER THAN 50.00 FEET: 20.00 FEET

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. SINGLE FAMILY RESIDENCES SHALL INCLUDE THE FOLLOWING: MOBILE HOME, TRAVEL TRAILER, FRAME HOME, AND SLAB HOME, NO COMMERCIAL USE SHALL BE ALLOWED.

4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 24" 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. DATUM BASED ON TEXAS SOUTH 4205 ELEVATION PER NAVD 88 (GEOID 2003)

B.M. NO. 1 MHI ALUMINUM DISK SET IN CONCRETE ALONG THE SOUTHWEST INTERSECTION OF CESAR CHAVEZ ROAD AND ENERGY AVENUE. LOCATED AT THE NORTHEAST CORNER OF LOT 179 OF PUEBLO DE PALMAS PHASE 17 SUBDIVISION. ELEV. 80.50. N:16656359.86, E:1114510.85.

B.M. NO. 2 MHI ALUMINUM DISK SET IN CONCRETE ALONG THE SOUTHWEST SIDE OF CESAR CHAVEZ ROAD AND ALTA AVENUE. LOCATED AT THE NORTHEAST CORNER OF LOT 261 OF THIS SUBDIVISION. ELEV. 81.20. N:16656893.64, E:1114592.00.

B.M. NO. 3 SQUARE CUT ON TOP CENTER TYPE "A" INLET LOCATED ALONG THE SOUTH SIDE OF ENERGY AVENUE BETWEEN LOT 187 AND LOT 188 OF THIS SUBDIVISION. ELEV. 80.00. N:16656474.98, E:1113979.26.

6. THE EXISTING DRAINAGE FOR PUEBLO DE PALMAS PHASE 17 IS PART OF THE MASTER DRAINAGE PLAT FOR PUEBLO DE PALMAS PHASE 15 & 16 SUBDIVISION. THESE IMPROVEMENTS HAVE ALREADY BEEN CONSTRUCTED AS PER THE APPROVED DRAINAGE REPORT FOR PUEBLO DE PALMAS PHASE 15 & 16 SUBDIVISION.

7. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISH GRADE FROM THE REAR OF THE LOT TO THE CURB AND /OR ROADSIDE DITCH AT A 0.5 SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX 5: COUNTY CONSTRUCTION.

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, SEWER, 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. NO DRIVEWAY LOT ACCESS WILL BE ALLOWED FOR LOTS 180 THROUGH 198 ONTO RAMSEYER ROAD. NO DRIVEWAY LOT ACCESS WILL BE ALLOWED FOR LOTS 219, 220, 260, 261 ONTO CESAR CHAVEZ ROAD.

12. COMMON AREA "A" WILL BE OWNED AND MAINTAINED BY HOME OWNER ASSOCIATION.

13. 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 METERS.

DESCRIPTION OF PUEBLO DE PALMAS PHASE 17

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 23.365 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OF LOTS 10 THROUGH 13, BLOCK 32, SANTA CRUZ GARDENS UNIT No. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8, PAGES 28-29, HIDALGO COUNTY MAP RECORDS, SAID 23.365 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 10, FOR THE SOUTHEAST CORNER OF THIS TRACT;

1. THENCE, N 81° 21' 18" W ACROSS THE SOUTH LINES OF SAID BLOCK 32 AND WITHIN THE EXISTING RIGHT-OF-WAY OF RAMSEYER ROAD, A DISTANCE OF 1200.85 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13 FOR THE SOUTHWEST CORNER OF THIS TRACT;

2. THENCE, N 08° 38' 42" E ALONG THE WEST LINE OF SAID LOT 13 AND THE EAST LINE OF LOT 2, DESSERT INN AS RECORDED IN VOLUME 36, PAGE 123A H.C.M.R. AT A DISTANCE OF 30.47 FEET PASS THE EXISTING NORTH RIGHT-OF-WAY LINE AT A DISTANCE OF 50.00 FEET PASS A No. 5 REBAR FOUND IN LINE OF RAMSEYER ROAD, AT A DISTANCE OF 60.00 FEET PASS A NO. 4 REBAR FOUND SET FOR THE HEREBY PROPOSED NORTH RIGHT-OF-WAY LINE CONTINUING A TOTAL DISTANCE OF 770.00 TO A No. 4 REBAR SET FOR THE NORTHWEST OF THIS TRACT;

3. THENCE, S 81° 21' 18" E A DISTANCE OF 103.85 FEET TO A NO. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;

4. THENCE, N 53° 38' 42" E A DISTANCE OF 21.21 FEET TO A NO. 4 REBAR SET FOR AN OUTSIDE CORNER OF THIS TRACT;

5. THENCE, S 81° 21' 18" E A DISTANCE OF 50.00 FEET TO A NO. 4 REBAR SET FOR AN OUTSIDE CORNER OF THIS TRACT;

6. THENCE, N 08° 38' 42" E A DISTANCE OF 95.00 FEET TO A NO. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;

7. THENCE, S 81° 21' 18" E A DISTANCE OF 822.00 FEET TO A NO. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;

8. THENCE, S 08° 38' 42" E A DISTANCE OF 95.00 FEET TO A NO. 4 REBAR SET FOR AN OUTSIDE CORNER OF THIS TRACT;

9. THENCE, S 81° 21' 18" E A DISTANCE OF 50.00 FEET TO A NO. 4 REBAR SET FOR AN OUTSIDE CORNER OF THIS TRACT;

10. THENCE, S 36° 21' 18" E A DISTANCE OF 21.21 FEET TO A NO. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;

11. THENCE, S 81° 21' 18" E AT A DISTANCE OF 114.15 FEET PASS THE EXISTING WEST RIGHT-OF-WAY LINE OF CESAR CHAVEZ ROAD AND CONTINUING A TOTAL DISTANCE OF 145.00 FEET TO THE NORTHEAST CORNER OF THIS TRACT;

12. THENCE, S 08° 38' 42" W ALONG THE EAST LINE OF SAID LOT 10 AND WITHIN THE EXISTING RIGHT-OF-WAY OF CESAR CHAVEZ ROAD, A DISTANCE OF 770.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 23.365 ACRES OF LAND, MORE OR LESS.

CITY OF EDINBURG
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.0115(B)

THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATION OF THIS CITY WHEREIN MY

_____ DATE

_____ CHAIRMAN PLANNING & ZONING COMMISSION

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF PUEBLO DE PALMAS 17 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY

COMMISSIONERS COURT ON _____ DAY OF _____ 20___.

_____ HIDALGO COUNTY JUDGE

ATTEST: _____ 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, AN EXCLUSIVE 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 THE 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. SAID 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 CITY, 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 SHOWN ON THIS PLAT 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 AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS AND ASSIGNS. THE GRANTOR COVENANTS THAT IT 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 28th DAY OF October 20 15

_____ J. GARY FRISBY JGF LAND CO. INC. ITS SOLE GENERAL PARTNER

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §
JGF ENTERPRISES, L.P.

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED J. GARY FRISBY 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 THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 28th DAY OF October 2015.

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

LYDIA FLORES
Notary Public
STATE OF TEXAS
My Comm. Exp. June 20, 2018

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 TEXAS 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 AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

_____ RAUL E. SESIN P. E., C. F. M. GENERAL MANAGER

_____ DATE

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, J. GARY FRISBY, PRESIDENT OF JGF LAND CO. INC., GENERAL PARTNER OF JGF ENTERPRISES, L.P. AS OWNER OF THE 23.365 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED PUEBLO DE PALMAS PHASE 17, 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.

JGF ENTERPRISES, L.P.
BY: _____ 10/28/15
J. GARY FRISBY, PRESIDENT, JGF LAND CO., INC. DATE:
P. O. BOX 1000
MISSION, TEXAS 78573-1000

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED J. GARY FRISBY
PROVED TO ME THROUGH HIS 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 28th DAY OF October, 2015.

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

LYDIA FLORES
Notary Public
STATE OF TEXAS
My Comm. Exp. June 20, 2018

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

10-28-15

FRED L. KURTH, PE # 54151
DATE PREPARED: SEPTEMBER 15, 2014
JOB No. (ENG.) 15068.00
BY: CIRO

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PLAT AND DESCRIPTION OF THE PUEBLO DE PALMAS PHASE 17 WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GRCUND ON 7/15/13 BY ME OR UNDER MY SUPERVISION.

10-

FINAL WATER AND SEWER ENGINEERING REPORT FORMAT
WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

PUEBLO DE PALMAS PHASE 17 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 8" DIAMETER WATER LINE RUNNING ALONG THE EAST RIGHT-OF-WAY OF CESAR CHAVEZ ROAD WITHIN A N.A.W.S.C. EASEMENT DOC. No. 2495885 H.C.O.R. 3-8" WATER LINES EXIST EXTENDING TO THE WEST SIDE OF CESAR CHAVEZ ROAD LONG THE NORTH RIGHT-OF-WAY OF ENERGY AVENUE, PALLADIUM AVENUE AND ALTA AVENUE. THE WATER SYSTEM FOR PUEBLO DE PALMAS PHASE 17 CONSISTS OF 3-8" DIAMETER WATER LINE THAT CONNECTS TO THE EXISTING 8" WATER LINE PREVIOUSLY MENTION. 3-8" WATER LINE THEN RUNS WEST ALONG THE NORTH RIGHT-OF-WAY OF ENERGY AVENUE, PALLADIUM AVENUE AND ALTA AVENUE ENDING WITH A 2" FLUSH VALVES. ANOTHER 8" WATER LINE RUNS ALONG THE WEST RIGHT-OF-WAY OF SPIRIT STREET CONNECT TO THE 8" WATER LINE ON ENERGY AVENUE RUNNING NORTH CONNECTING WITH AN 8" CROSS WITH THE WATER LINE ON PALLADIUM AVENUE AND CONTINUING NORTH CONNECTING TO THE WATER LINE ON ALTA AVENUE WITH A TEE. TWO 8" WATER LINES ARE STUB OUT TO THE NORTH ALONG THE WEST SIDE OF KARINA STREET AND THE EAST SIDE OF KASANDRA STREET.

WATER DISTRIBUTION FOR THE PUEBLO DE PALMAS PHASE 17 CONSISTS OF FIFTY-TWO -1" DIAMETER DUAL SERVICE LINES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO ¾" DIAMETER SERVICE LINES AND FIFTEEN -¾" DIAMETER SINGLE SERVICE LINES SERVICING 15 SINGLE LOTS. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE 8" WATER LINES, THE DUAL SERVICES AND ¾" SINGLE SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $ 136,311.60, OR $ 1,145.47 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $ 130,150.00, WHICH COVERS THE $ 1,093.70 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 6 FIRE HYDRANTS AT A UNIT COST OF $4,200.00 FOR A TOTAL COST OF $ 25,200.00. 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:

PUEBLO DE PALMAS PHASE 17 WILL BE TREATED BY WASTEWATER SERVICE FROM CITY OF EDINBURG. THE SUBDIVIDER AND CITY OF EDINBURG HAVE ENTERED INTO A CONTRACT IN WHICH CITY OF EDINBURG HAS PROMISED TO TREATE THE SUFFICIENT WASTEWATER FOR AT LEAST 30 YEARS AND CITY OF EDINBURG 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.

CITY OF EDINBURG HAS AN EXISTING 12" SANITARY SEWER LINE ALONG THE EAST SIDE OF CESAR CHAVEZ ROAD RIGHT-OF-WAY. THE 12" SANITARY SEWER LINE HAS 3-8" SANITARY SEWER LINES CROSSING TO THE WEST SIDE OF CESAR CHAVEZ ROAD. THE WASTEWATER SYSTEM FOR PUEBLO DE PALMAS PHASE 17 CONSISTS OF 3-8" SANITARY SEWER WHICH CONNECTS TO THE EXISTING 8" SANITARY SEWER LINE ALONG THE WEST SIDE OF CESAR CHAVEZ ROAD RIGHT-OF-WAY. THESE 3-8" SANITARY SEWER LINES RUNNING WEST ALONG THE SOUTH RIGHT-OF-WAY OF ENERGY AVENUE, PALLADIUM AVENUE AND ALTA AVENUE ENDING WITH A MANHOLE AT THE SOUTHEAST CORNER OF LOT 199 AND 240 AND A CAP AT THE NORTHWEST CORNER OF 281. ANOTHER 8" SANITARY SEWER LINES CONNECT TO A 48" MANHOLE ALONG THE SOUTH RIGHT-OF-WAY OF ALTA AVENUE AT THE NORTHWEST CORNER OF LOT 262 CROSSING NORTH ENDING WITH A CAP FOR FUTURE EXTENSION. ANOTHER 8" SANITARY SEWER LINES CONNECT TO A 48" MANHOLE ALONG THE SOUTH RIGHT-OF-WAY OF ALTA AVENUE AT THE NORTHWEST CORNER OF LOT 279 CROSSING NORTH ENDING WITH A CAP FOR FUTURE EXTENSION. FROM THE 8" LINE, ONE HUNDRED AND NINETEEN (119) 4" DIAMETER SEWER SERVICE LINES RUN FOR EACH LOT.

THE 8" LINES, 4" SERVICE LINE AND FOURTEEN (10) 48" SANITARY SEWER MANHOLES HAVE BE INSTALLED, AT A TOTAL COST OF $114,738.00 OR $ 964.18 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID THE CITY OF EDINBURG THE SUM OF $ 11,305.00, WHICH COVERS THE $ 95.00 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 THE CITY OF EDINBURG THE ENTIRE WASTE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY THE CITY OF EDINBURG 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 $ 266,461.60 WHICH EQUALS TO $ 2,239.17 PER LOT.

SEWAGE FACILITIES – THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $ 126,043.00 WHICH EQUALS TO $ 1,059.18 PER LOT.

Fred L. Kurth — 12-2-15
ENGINEER'S SIGNATURE — DATE

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH
PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO

LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 17 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.

N.A.W.S.C. TIENE UN CONDUCTO DE AGUA DE 8 PULGADAS DENTO UNA CONSECION EXCLUSIVO DE N.A.W.S.C. DOC. No. 2495885 H.C.O.R. EN EL LADO ESTE DE CESAR CHAVEZ ROAD, 3 LINEAS DE AGRU DE 8 PULGADAS EXISTING CURSANDO AL LADO OESTE DE CESAR CHAVEZ ROAD EN EL LADO NORTE DE ENERGY AVENUE, PALLADIUM AVENUE Y ALTA AVENUE. EL SISTEMA DE AGUA PARA PUEBLO DE PALMAS PHASE 17 CONSISTE DE TRES CONDUCTOS DE 8 PULGADAS DE DIÁMETRO ES CONECTAN A LA LINEA EXISTENTE Y CORREN AL OESTE EN EL LADO NORTE DE ENERGY AVENUE, PALLADIUM AVENUE Y ALTA AVENUE TERMINADO CON UNA VARVULA DE 2 PULGADAS. 1-CONDUCTA DE 8 PULGADAS EN EL LADO OESTE DEL DERECHO DE VIA DE SPIRIT STREET SE CONNECTA A LA CONDUCTA DE 8 PULGADAS EN EL LADO NORTE DE DERICHO DE VIA DE ENERGY AVENUE SIGEN AL NORTE CONECTANDO A LA LINEA DE 8" EN PALLADIUM AVENUE CON UNA CRUZ DE 8" Y SEGUE AL NORTE CONNECTANDO CON THE LÍNEA DE 8 PULGADAS EN EL LADO NORTE DE ALTA AVENUE. 2 CONDUCTA DE 8 PULGADAS SE EXTENDED AL NORTE PARA EXTENDER EN EL FOTURO EN EL LADO OESTE DE KARINA STREET Y EN EL LADO ESTE DE KASANDRA STREET.

LA DESTIBUSION DE AGUA PARA PUEBLO DE PALMAS PHASE 17 CONSISTE DE CENQUENTA-DOS DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA CADA LOTE Y QUINSE CONDUCTOS INDIVIDUALES DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA CADA LOTE. LOS CONDUCTOS DE 8 PULGADAS DE DIÁMETRO SE HAN INSTALADO, 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 $ 136,311.60 O $ 1,145.47 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. $ 130,150.00, QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, $1,093.71. 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 TAMBIEN HA INSTALADO 6 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ 4,200.00 POR CADA, UNO CUAL GASTA UNA CANTIDAD TOTAL $25,200.00. 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 PUEBLO DE PALMAS PHASE 17 RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO DE CITY OF EDINBURG. EL DUEÑO DE LA SUBDIVISIÓN Y LA CIUDAD DE EDINBURG HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO POR LOS PRÓXIMOS 30 AÑOS. LA CIUDAD DE EDINBURG HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE DRENAJE SANITARIO ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

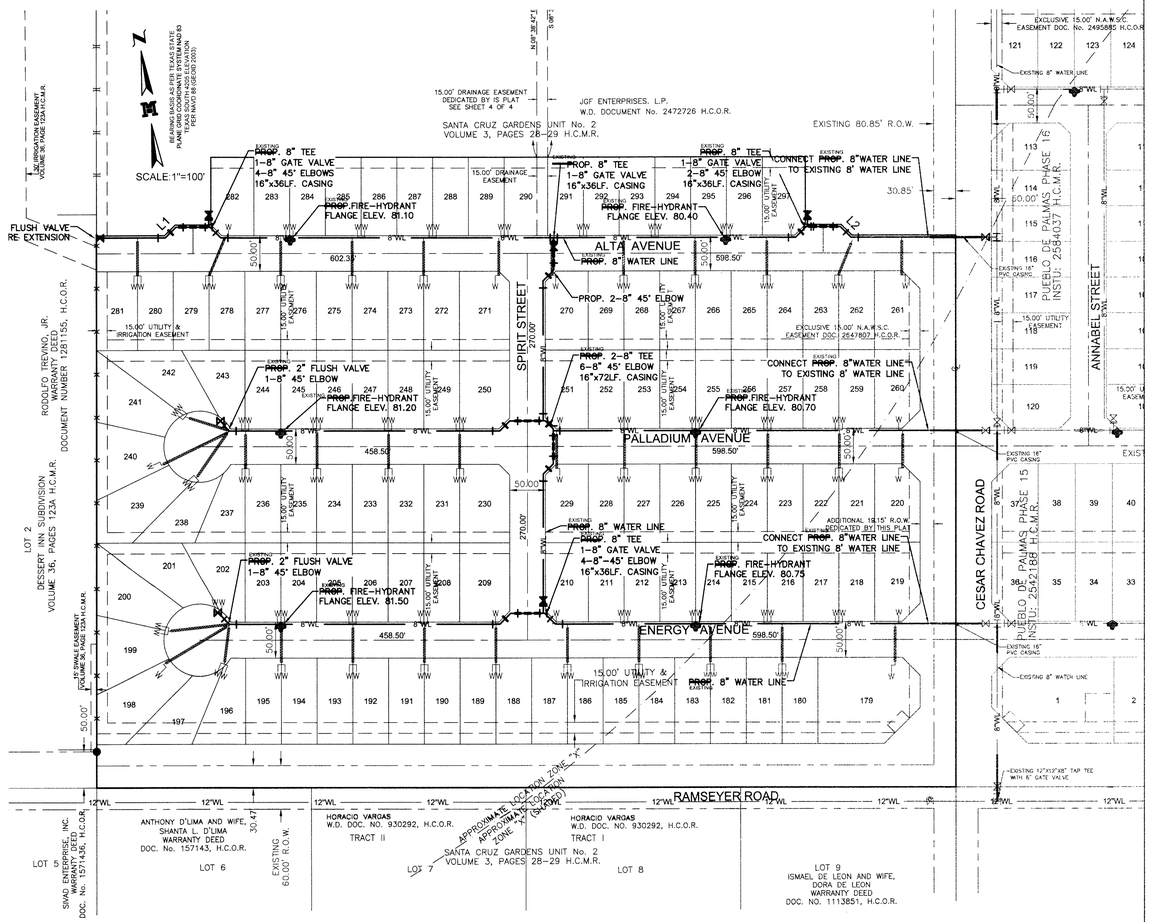
EL SISTEMA DE PROVISIÓN DE DRENAJE SANITARIO PARA LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 17 CONSISTE DE UNA LINEA EXISTENTE DE 8 PULGADAS LOCALIZADO AL LADO ESTE DEL DERICHO DE VIA DE CESAR CHAVEZ ROAD. DE LA LINEA DE 12" SE EXTIENDE 3 LINEAS DE 8" AL LADO OESTE DE CESAR CHAVEZ ROAD. EL SISTEMA DE PROVISIÓN DE DRENAJE SANITARIO DE LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 17 CONSISTE UN SISTEMA DE UN CONDUCTOS DE DRENAJE DE 8" DE DIÁMETRO QUE SE CONECTA AL LINEA EXISTENTE DE 8" Y CORRE AL OESTE EN EL LADO SUR DE ENERGY AVENUE, PARLDIUM AVENUE, Y ALTA AVENUE TERMINANDO CON UN ALCANTARILLA EN EL LADO SUIRESTE DE LOTE 199 Y 240 Y UN TAPON DE 8" EN EL LADO NOROSTE DE LOTE 281. ORTOS CONDUCTO SE CONECTAN A UN ALCANTARILLA DE 48" EN EL LADO NOROESTE DE LOTE 262 EN EL LADO SUR DE ALTA AVENUE CRUSADO AL NORTE TERMINANDO CON UN TAPON DE 8" PARA EXTENDER EN EL FUTURO. ORTOS CONDUCTO SE CONECTAN A UN ALCANTARILLA DE 48" EN EL LADO NOROESTE DE LOTE 279 EN EL LADO SUR DE ALTA AVENUE CRUSADO AL NORTE TERMINANDO CON UN TAPON DE 8" PARA EXTENDER EN EL FUTURO. DE ESTAS LINEAS DE DRENAJE SANITARIO DE 8" CIENTO VENTE-DOS (119) LINEAS DE SERVICIO DE 4 PULGADAS SERÁN EXTENDIDAS HA CADA LOTE.

LA LÍNEAS DE 8" Y CATORSE (10) ALCANTARILLAS HAN SIDO INSTALADAS, HA UN COSTO TOTAL DE $ 114,738.00 O $ 964.18 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.E.W.S.C. UN COSTO TOTAL DE $ 11,305.00, O $95.00 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 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 $ 266,461.60 O $ 2,239.17 POR LOTE.

DRENAJE: SE ESTIMA QUE EL DRENAJE COSTARA UN COSTO TOTAL DE $ 126,043.00 O $ 1,059.18 POR LOTE.



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 STANDAROS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1. I, J. GARY FRISBY, SUBDIVIDER OF PUEBLO DE PALMAS PHASE 17, HEREBY 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.

J. GARY FRISBY

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED J. GARY FRISBY 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

2nd DAY OF December 20 15.

NOTARY PUBLIC
MY COMMISSION EXPIRES Oct 20 18

LYDIA FLORES
Notary Public
STATE OF TEXAS
My Comm. Exp. June 20, 2018

COST ESTIMATE:

PAVING IMPROVEMENTS:	$ 390,546.20
DRAINAGE IMPROVEMENTS:	$ 160,117.50
WATER DISTRIBUTION:	$ 136,311.60
SANITARY SEWER IMPROVEMENTS:	$ 114,738.00

ESTIMACION DE COSTOS:

PAVIMENTACION DE CALLES:	$ 390,546.20
DRENAJE PLUVIAL:	$ 160,117.50
SERVICIO DE AGUA POTABLE:	$ 136,311.60
SERVICIO DE DRENAJE SANITARIO:	$ 114,738.00

TYPICAL DETAILS OF SERVICE LINES AND WATER METER BOX

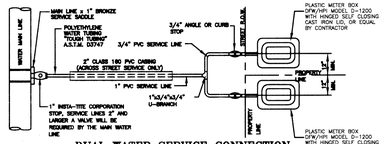
LEGEND:
PROPOSED DUAL WATER SERVICE
PROPOSED SINGLE WATER SERVICE

DETALLE TIPICO DE LINEAS DE SERVICIO Y MEDIDORES DE AGUA

LEYENDA
SERVICIO DOBLE DE AGUA PROPUESTO
SERVICIO INDIVIDUAL DE AGUA PROPUESTO

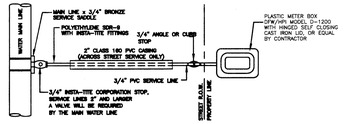
MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

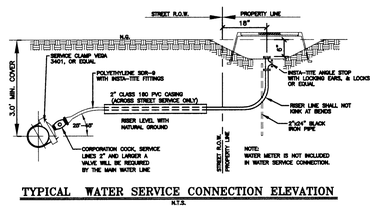


DUAL WATER SERVICE CONNECTION
N.T.S.

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.



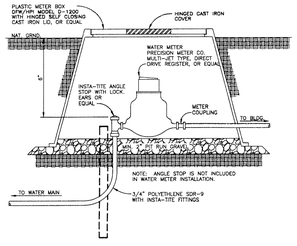
TYPICAL WATER SERVICE CONNECTION ELEVATION
N.T.S.

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE AGUA

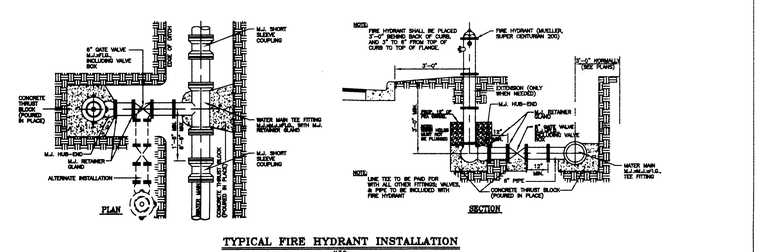
SUBDIVISION MAP OF

PUEBLO DE PALMAS PHASE 17

BEING A RESUBDIVISION OF 23.365 ACRES
BEING PART OR PORTION OF LOTS 10 THROUGH 13, BLOCK 32
OUT OF SANTA CRUZ GARDENS UNIT #2
VOLUME 8, PAGES 28-29, H.C.M.R.
HIDALGO COUNTY, TEXAS.



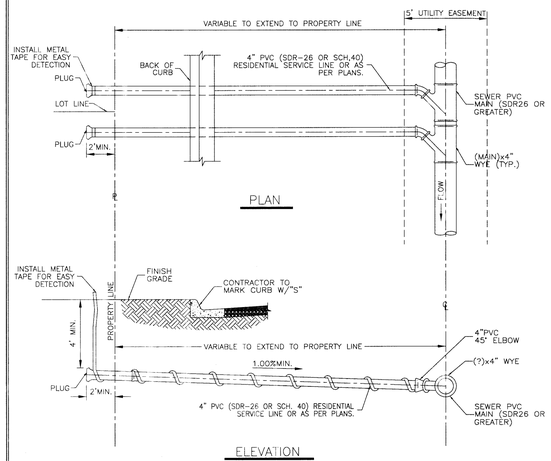
TYPICAL WATER METER INSTALLATION
N.T.S.



TYPICAL FIRE HYDRANT INSTALLATION
N.T.S.

MELDEN & HUNT INC.
TEXAS REGIST F-1435

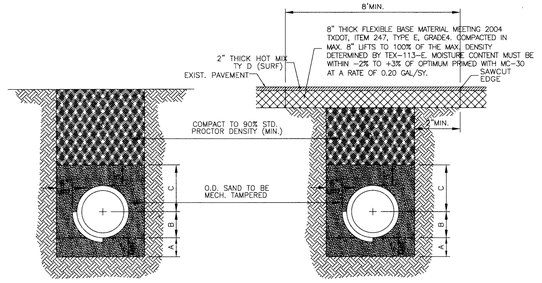
MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
115 W. McINTYRE — OFF: (956) 381-0981
EDINBURG, TX. 78541 — FAX: (956) 381-1839
227 N. F.M. 3167 — OFF: (956) 487-8256
RIO GRANDE CITY, TX. 78582 — FAX: (956) 486-8591
E-MAIL: www.meldenandhunt.com — ESTABLISHED 1947



S-1 TYPICAL RESIDENTIAL SEWER SERVICE DETAIL

(RESIDENTIAL AND DUPLEX ONLY)

NOTE: SEE DETAIL S-5 FOR BACKFILL REQUIREMENTS.



STANDARD PIPE BEDDING (MAIN & SERVICE LATERALS)

APPLICABLE BENEATH FUTURE/UNPAVED STREETS

A. SAND BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE. (MIN. THICKNES = 6")

B. SAND BACK FILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE. (4" LIFTS, MECH. TAMPED).

C. SAND BACK FILL PLACED FROM SPRING LINE OF PIPE TO 6" ABOVE TOP OF PIPE. (6" LIFTS, MECH. TAMPED).

D. FILL TRENCH W/SELECT BACKFILL, W/12" LIFTS COMPACT TO 90% STD. PROCTOR.
FOUNDATION PREPARATION (WELL POINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE)
SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

BACK FILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY. THE THICKNESS OF EACH LOOSE LAYER SHALL BE SAND, APPROVED SITE SOIL OR OTHER APPROVED SUBSTITUTE.

STANDARD PIPE BEDDING (MAIN ONLY)

(PARALLEL WITHIN EXIST. STREET)

A. SAND BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE. (MIN. THICKNES = 6")

B. SAND BACK FILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE. (4" LIFTS, MECH. TAMPED).

C. SAND BACK FILL PLACED FROM SPRING LINE OF PIPE TO 6" ABOVE TOP OF PIPE. (6" LIFTS, MECH. TAMPED).

D. FILL TRENCH W/SELECT BACKFILL, W/12" LIFTS COMPACT TO 90% STD. PROCTOR.
FOUNDATION PREPARATION (WELL POINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE)
SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

BACK FILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY. THE THICKNESS OF EACH LOOSE LAYER SHALL BE SAND, APPROVED SITE SOIL OR OTHER APPROVED SUBSTITUTE.

NOTE: ALL EXISTING/ACTIVE STREET CROSSINGS SHALL REQUIRE SAND BACKFILL OF ENTIRE TRENCH. (SEE DETAIL S-6)

S-5 SEWER STANDARD PIPE BEDDING

TYPICAL DETAILS OF SERVICE LINES AND WATER METER BOX

LEGEND:

S PROPOSED DUAL SEWER SERVICE

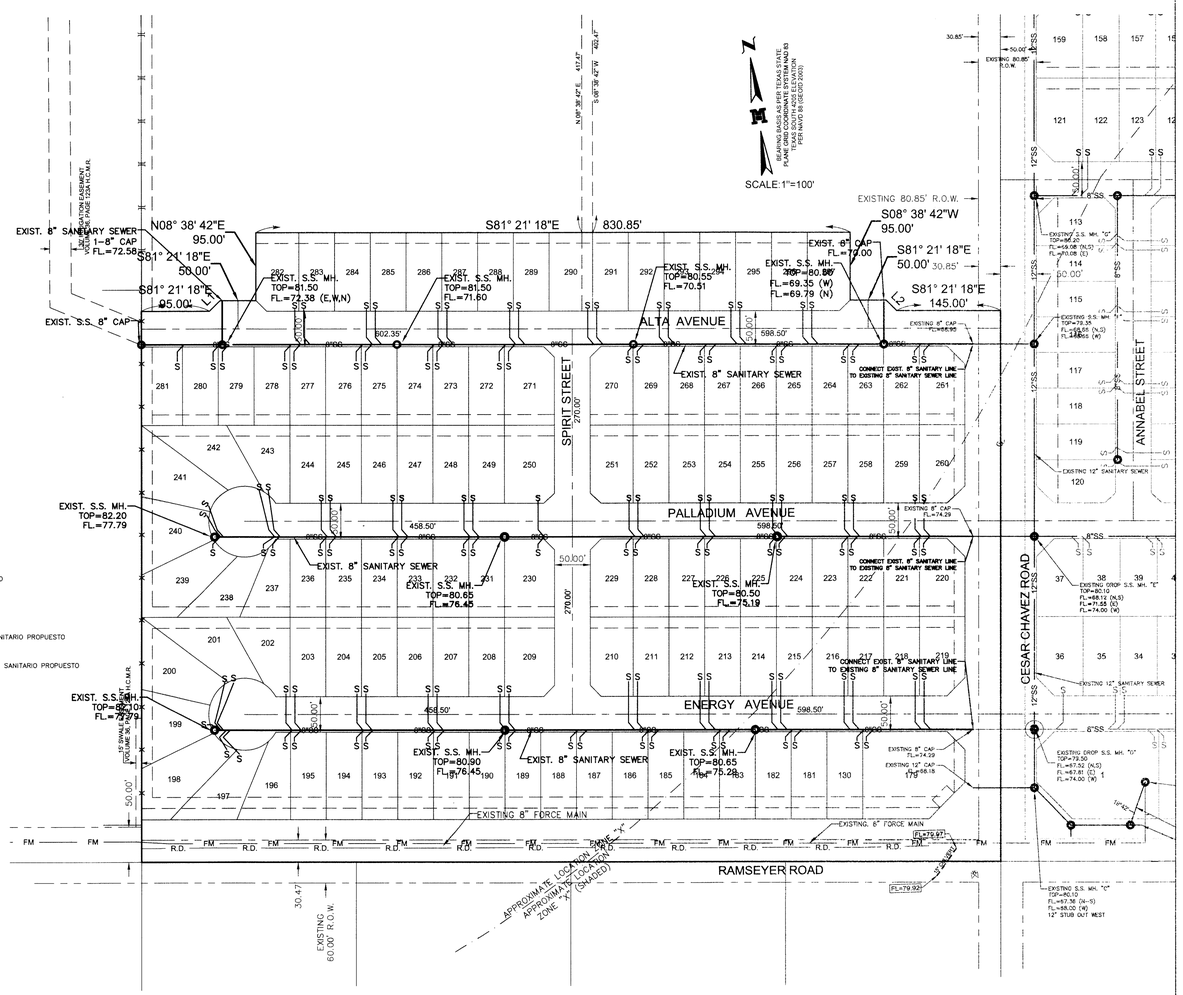
S PROPOSED SINGLE SEWER SERVICE

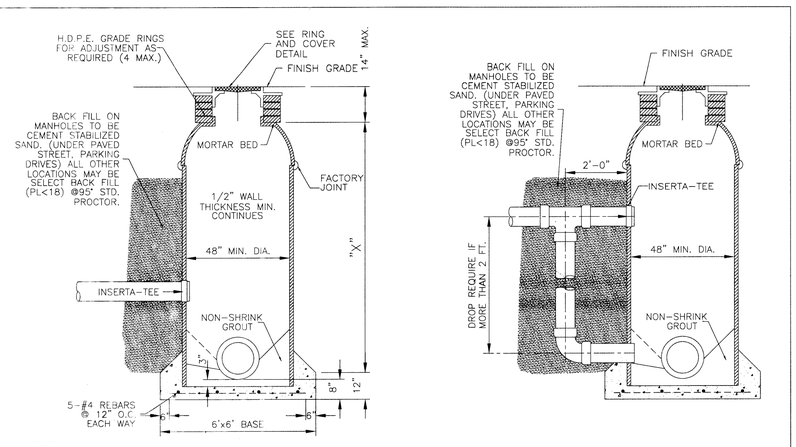
DETALLE TIPICO DE LINEAS DE SERVICIO Y MEDIDORES DE AGUA

LEYENDA

S SERVICIO DOBLE DE DRENAJE SANITARIO PROPUESTO

S SERVICIO INDIVIDUAL DE DRENAJE SANITARIO PROPUESTO





S-3 TYPICAL FIBERGLASS MANHOLE

NOTE: ALL DROP CONNECTIONS TO M.H. SHALL USE INSERTA-TEE

TYPICAL FIBERGLASS MANHOLE With DROP STRUCTURE

MAP OF SANITARY SEWER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE DRENAJE SANITARIO

SUBDIVISION MAP OF

PUEBLO DE PALMAS PHASE 17

BEING A RESUBDIVISION OF 23.365 ACRES
BEING PART OR PORTION OF LOTS 10 THROUGH 13, BLOCK 32
OUT OF SANTA CRUZ GARDENS UNIT #2
VOLUME 8, PAGES 28-29, H.C.M.R.
HIDALGO COUNTY, TEXAS.

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
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ESTABLISHED 1947

DESCRIPTION OF 15.0' DRAINAGE EASEMENT
METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 0.3381 OF ONE ACRE (14,728.60 SQ.FT.) SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OF LOTS 10 AND 11, BLOCK 32, SANTA CRUZ GARDENS UNIT #2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8, PAGE 28-29, HIDALGO COUNTY MAP RECORDS, SAID 0.3381 OF ONE ACRE (14,728.60 SQ.FT.) ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

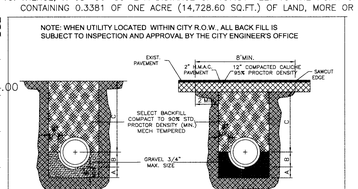
COMMENCING AT THE NORTHEAST CORNER OF LOT 10, SANTA CRUZ GARDENS UNIT #2,

THENCE S 81° 21' 18" W ALONG THE NORTH LINE OF SAID LOT 10 AND WITHIN CESAR CHAVEZ ROAD, A DISTANCE OF 30.85 FEET TO THE WEST RIGHT-OF-WAY OF SAID CESAR CHAVEZ ROAD;

THENCE S 08° 38' 42" W ALONG THE WEST RIGHT-OF-WAY OF SAID CESAR CHAVEZ ROAD A DISTANCE OF 53.43 FEET TO THE POINT OF BEGINNING;

1. THENCE, S 08° 38' 42" W ALONG THE WEST RIGHT-OF-WAY OF SAID CESAR CHAVEZ ROAD A DISTANCE OF 17.33 FEET TO THE NORTHERNMOST SOUTHEAST CORNER OF THIS TRACT;
2. THENCE, S 68° 36' 53" W A DISTANCE OF 129.82 FEET FOR AN OUTSIDE CORNER OF THIS TRACT;
3. THENCE S 73° 49' 24" W A DISTANCE OF 81.65 FEET TO AN OUTSIDE CORNER OF THIS TRACT;
4. THENCE, N 81° 21' 18" E AT A DISTANCE OF 83.50 FEET PASS THE EAST LINE OF SAID LOT 11 AND CONTINUING A TOTAL DISTANCE OF 352.65 FEET TO AN INSIDE CORNER OF THIS TRACT;
5. THENCE, S 08° 38' 42" W A DISTANCE OF 402.47 FEET TO THE SOUTHERNMOST SOUTHEAST CORNER OF THIS TRACT;
6. THENCE, N 81° 21' 18" W A DISTANCE OF 15.00 FEET TO THE SOUTHWEST CORNER OF THIS TRACT;
7. THENCE, N 08° 38' 42" E A DISTANCE OF 417.47 FEET TO THE NORTHWEST CORNER OF THIS TRACT;
8. THENCE, S 81° 21' 18" E AT A DISTANCE 284.15 PASS THE WEST LINE OF SAID LOT 10 AND CONTINUING A TOTAL DISTANCE OF 364.35 FEET TO AN INSIDE CORNER OF THIS TRACT;
9. THENCE, N 73° 49' 24" E A DISTANCE OF 77.66 FEET TO AN INSIDE CORNER OF THIS TRACT;
10. THENCE, N 68° 36' 53" E A DISTANCE OF 137.81 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.3381 OF ONE ACRE (14,728.60 SQ.FT.) OF LAND, MORE OR LESS.

NOTE: WHEN UTILITY LOCATED WITHIN CITY R.O.W., ALL BACK FILL IS SUBJECT TO INSPECTION AND APPROVAL BY THE CITY ENGINEER'S OFFICE



A. GRAVEL (3/4" MAX. SIZE) BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE. (MIN. THICKNESS = 6")

B. GRAVEL BACK FILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE (4" LIFTS, MECH. TAMPED).

C. FILL TRENCH W/SELECT BACKFILL (PI < 20), #1/12" LIFTS COMPACT TO 90% STD. PROCTOR

FOUNDATION PREPARATION (WELLPOINTS, GRAVEL, OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

BACK FILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY. THE THICKNESS OF EACH LOOSE LAYER SHALL BE SAND, APPROVED SITE SOIL OR OTHER APPROVED SUBSTITUTE

NOTE: ALL EXISTING STREET CROSSINGS SHALL REQUIRE SAND BACKFILL OF ENTIRE TRENCH.

D-8 STANDARD PIPE BEDDING – DETAILS

LEGEND

- FOUND No.4 REBAR
- FOUND COTTON PICKER SPINDLE
- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- POWER POLE
- SERVICE POLE
- GUY WIRE
- TELEPHONE PEDESTAL
- FLUSH VALVE
- WATER VALVE
- 48" WATER WELL
- IRRIGATION VALVE
- IRRIGATION OUTLET
- 30" IRRIGATION STAND PIPE
- GUARD RAIL
- HOG WIRE FENCE
- CHAIN LINK FENCE
- DRAIN DITCH LINE
- IRRIGATION LINE
- OVERHEAD POWER LINE
- ROAD DITCH
- ASPHALT AREA
- CALICHE DRIVEWAY

R.O.W. - RIGHT OF WAY
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
N.E. COR. - NORTHEAST CORNER
N.W. COR. - NORTHWEST CORNER
Sq. Ft. - SQUARE FEET

DRAINAGE STATEMENT
PUEBLO DE PALMAS PHASE 17

PUEBLO DE PALMAS PHASE 17 IS A 23.365 ACRES TRACT OF LAND OUT OF ALL OF LOTS 10-13, BLOCK 32 OUT OF SANTA CRUZ GARDENS UNIT #2, HIDALGO COUNTY, TEXAS AS RECORDED IN VOLUME 8, PAGE 28-29, HIDALGO COUNTY MAP RECORDS. THE PROPERTY IS LOCATED AT THE NORTHWEST CORNER OF CESAR CHAVEZ ROAD AND RAMSEYER ROAD OUTSIDE EDINBURG CITY LIMITS. THE LAND IS CURRENTLY AGRICULTURAL AND WILL BE USED FOR RESIDENTIAL. PHASE 17 WILL CONSIST OF 119 LOTS. THE PROPERTY IS LOCATED IN ZONE "X" SHADED & ZONE "X" UNSHADED IN FEMA'S FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 480334 0325 D, MAP REVISED JUNE 6, 2000 FURTHER REVISED TO REFLECT LOMR DATE MAY 17, 2001. ZONE "X" SHADED IS DEFINED AS "AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD". ZONE "X UNSHADED" IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN."

THE SOILS ARE FINE SANDY LOAM, SANDY CLAY LOAM WHICH IS MODERATELY PERVIOUS WITH A RELATIVELY LOW PLASTICITY INDEX. THIS SOIL IS IN HYDROLOGIC GROUP "B". (SEE EXCERPTS FROM "SOIL SURVEY OF HIDALGO COUNTY, TEXAS")

EXISTING RUNOFF IS BY SURFACE FLOW IN A SOUTHERLY DIRECTION AND HAS A RUNOFF OF 4.85 C.F.S. DURING THE 10-YEAR STORM FREQUENCY AS PER THE ATTACHED CALCULATIONS.

THE EXISTING DRAINAGE FOR PUEBLO DE PALMAS PHASE 17 IS PART OF THE OVERALL IMPROVEMENTS OF PUEBLO DE PALMAS PHASE 15 & 16 SUBDIVISION. THESE IMPROVEMENTS HAVE ALREADY BEEN CONSTRUCTED AS PER THE APPROVED DRAINAGE REPORT FOR PUEBLO DE PALMAS PHASE 15 & 16 SUBDIVISION (SEE ATTACHED).

CERTIFICATION:

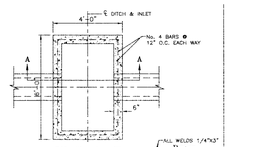
BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100 YEAR FLOODPLAIN AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0325 D, MAP REVISED JUNE 6, 2000 FURTHER REVISED TO REFLECT LOMR DATE MAY 17, 2001. IS CONTAINED WITHIN THE CONSTRUCTION OF A EXISTING DITCH ALONG THE NORTH AND EAST SIDE OF THIS SUBDIVISION.

Fred L. Kurth — 12-2-15

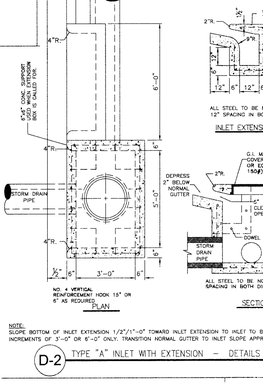
FRED L. KURTH, PE # 54151 — DATE

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS — FRED L. KURTH — 54151 — LICENSED — PROFESSIONAL ENGINEER

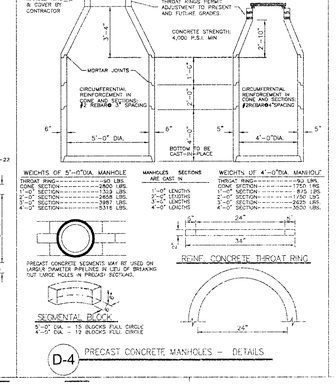


D-3 TYPE "C-C" GRATED INLET
(TWO SMALL PIPE INLET)



NOTE:
SLOPE BOTTOM OF INLET EXTENSION 1/2"/1'-0" TOWARD INLET EXTENSION TO INLET TO BE MADE IN INCREMENTS OF 3'-0" OR 6'-0" ONLY. TRANSITION NORMAL GUTTER TO INLET SLOPE APPROXIMATELY 3'-0".

D-2 TYPE "A" INLET WITH EXTENSION – DETAILS



D-4 PRECAST CONCRETE MANHOLES – DETAILS

MAP OF TOPOGRAPHY AND DRAINAGE:
MAPA DE TOPOGRAFIA Y DESAGUE:

SUBDIVISION MAP OF

PUEBLO DE PALMAS PHASE 17

BEING A RESUBDIVISION OF 23.365 ACRES
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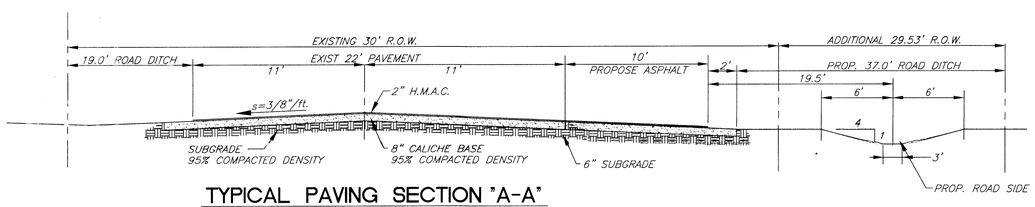
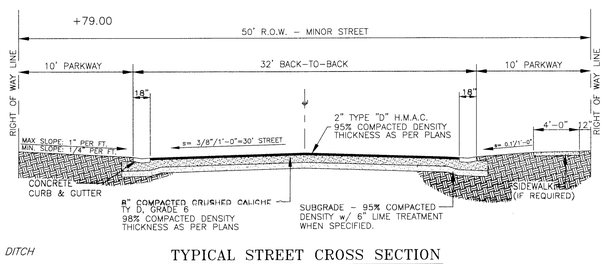
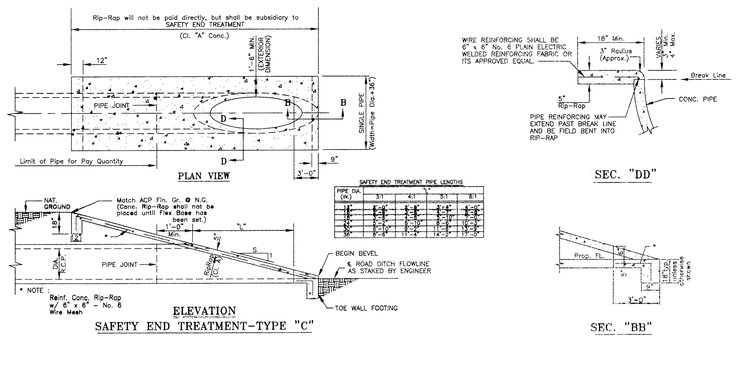


TYPICAL PAVING SECTION "A-A"



TYPICAL STREET CROSS SECTION
N.T.S.



SAFETY END TREATMENT – (Type "C") DETAILS
N.T.S.

Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
902 N. Doolittle Road
Edinburg, Texas 78542
Phone (956) 292-7080
Fax (956) 292-7089

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Road
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

MEMORANDUM

To: **JUDGE RAMON GARCIA**
COUNTY COMMISSIONER'S COURT

From: **T.J. ARREDONDO, CFM, DIRECTOR OF PLANNING**

Date: **DECEMBER 14, 2015**

Re: **DAVID GARZA SUBDIVISION – PCT. 3**

ON MAY 5, 2015, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT IN THE AMOUNT OF ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500.00) WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF ONE (1) SEPTIC TANK SYSTEM.

THE DEVELOPER IS REQUESTING THE REIMBURSEMENT IN THE AMOUNT OF ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500.00) FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF ONE (1) SEPTIC TANK SYSTEM. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT ONE (1) SEPTIC TANK SYSTEM HAS BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500.00) FOR THE AFOREMENTIONED IMPROVEMENT.

CASH DEPOSIT

ORIGINAL AMOUNT	$1,500.00
1ST REIMBURSEMENT	$1,500.00
BALANCE REMAINING	$0

*** * * END OF MEMORANDUM * * ***

Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
902 N. Doolittle Road
Edinburg, Texas 78542
Phone (956) 292-7080
Fax (956) 292-7089

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Road
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date 4-16 2015

Received of: David Garza $ 1,500.00

David Garza subdt.

one thousand five hundred + 00/100 Dollars

Subdivision: David Garza subd.

Cash _____ Check # 1012 M.O. # _____

Received by: [signature]

UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	
SUBDIVISION FEES	
Acct # - 1100-341-30-210-001-0-000	
Filing / Review Fee	
2% Inspection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
ESCROW	
1/3 Paving	
Septic Tank -	$1,500.00
Acct # - 1100-211-00-000-018-0-000	
Other	
Acct # - 1100-211-00-000-026-0-000	
TOTAL	$1,500.00

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 1
RECEIPT
71727-2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

Ph# 380-5152

ANNE GEDDES

DAVID GARZA
SGT ARNG
1002 PEBBLE DR.
MISSION, TX 78574-1740

1012

date 4-16-2015

30-7426/3140

Pay to the order of Hidalgo County $ 1,500 00

one thousand five hundred Dollars 00/100 dollars

USAA FEDERAL SAVINGS BANK
10750 McDERMOTT FWY
SAN ANTONIO, TEXAS 78288-0544
(210) 456-8000 1-800-832-3724

for Escrow (David Garza subd.)

⑆314074269⑆ ⑈318⑈ 5573⑈31⑈ 1012

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ANNE GEDDES®

Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

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2401 N. Moorefield Road
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HEALTH DEPARTMENT
COUNTY OF HIDALGO

December 9.2015

Hidalgo County Planning Department
Mr. T.J. Arredondo
1304 S. 25th St.
Edinburg, TX 78539

RE: DAVID GARZA SUB.

Dear Mr. Arredondo:

According to our records, **1** out of a **1** subdivion lot in **DAVID GARZA SUBDIVISION** has a septic tank system installed and can be expected to function properly, **DAVID GARZA SUBDIVISION** is located on the intersection Shuerbach Rd. and Buddy Owens Blvd. Then .5 miles south on Shuerbach in Mission Tx.

Sincerely,

Ruben Hernandez
Health Inspector II

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
902 N. Doolittle Road
Edinburg, Texas 78542
Phone (956) 292-7080
Fax (956) 292-7089

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Road
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

MEMORANDUM

To: **JUDGE RAMON GARCIA**
COUNTY COMMISSIONER'S COURT

From: **T.J. ARREDONDO, CFM, DIRECTOR OF PLANNING**

Date: **DECEMBER 16, 2015**

Re: **TIERRA DE SANTA CRUZ SUBDIVISION – PCT. 4**

ON JULY 05, 2011, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE TO SECURE THE INSTALLATION OF FIFTY ONE (51) SEPTIC TANK SYSTEMS. ON APRIL 14, 2011 THE DEVELOPER REPLACED THE ORIGINAL LETTER OF CREDIT WITH A CASH DEPOSIT IN THE AMOUNT OF TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS ($22,500.00) TO SECURE THE INSTALLATION OF THE REMAINING FIFTEEN (15) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING THE REIMBURSEMENT IN THE AMOUNT OF TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS ($22,500.00) FROM THE CASH DEPOSIT FOR THE INSTALLATION OF THE FIFTEEN (15) SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT FIFTY ONE (51) SEPTIC TANK SYSTEMS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS ($22,500.00) FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$22,500.00
1ST REIMBURSEMENT	$22,500.00
BALANCE REMAINING	$0

*** * * END OF MEMORANDUM * * ***

Hidalgo County Planning Department

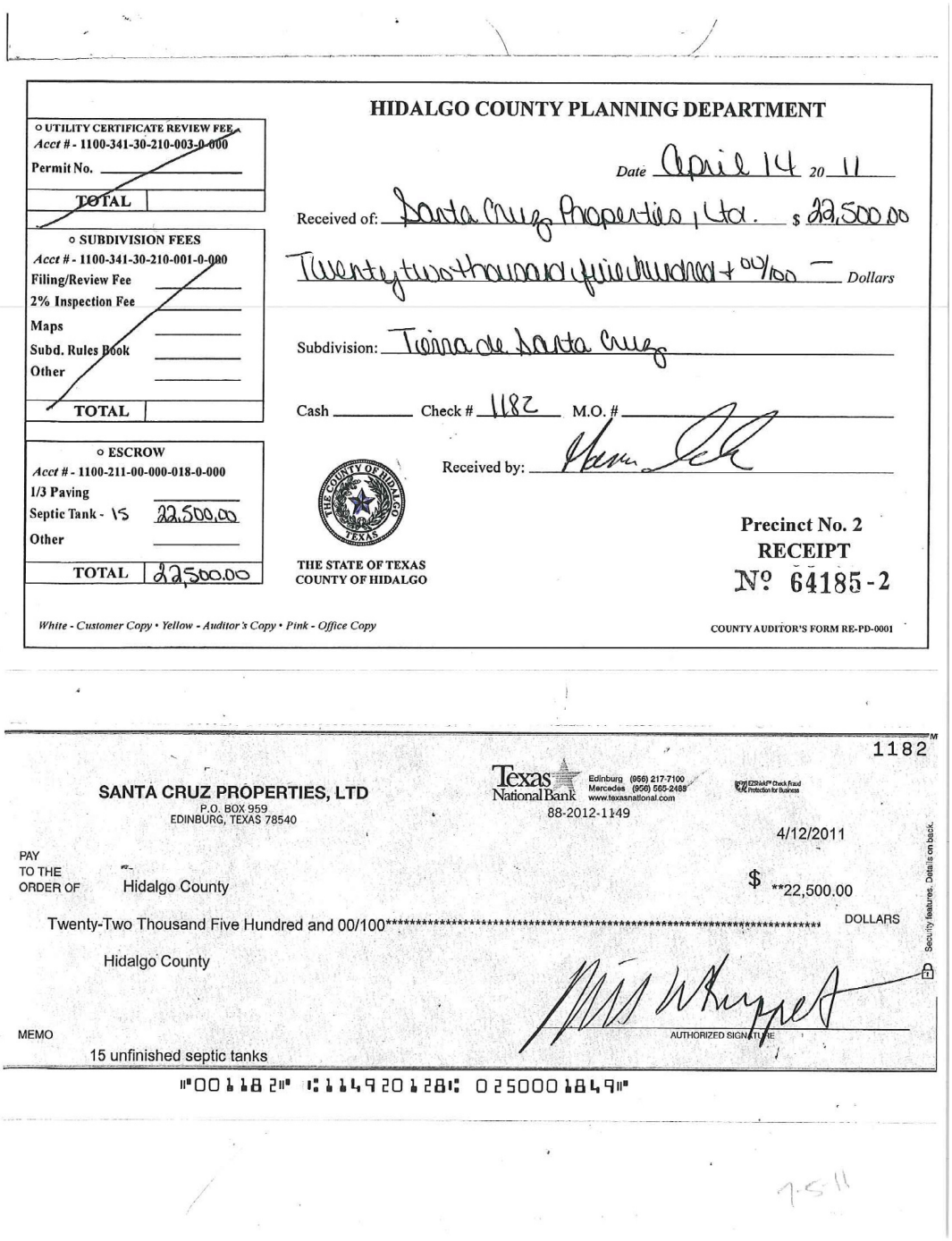
T.J. Arredondo, CFM
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
902 N. Doolittle Road
Edinburg, Texas 78542
Phone (956) 292-7080
Fax (956) 292-7089

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Road
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049



HIDALGO COUNTY PLANNING DEPARTMENT

Date April 14 20 11

Received of: Santa Cruz Properties, Ltd. $ 22,500.00

Twenty two thousand five hundred + 00/100 — Dollars

Subdivision: Finca de Santa Cruz

Cash ____ Check # 1182 M.O. # ____

Received by: [signature]

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	
○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-001-0-000	
Filing/Review Fee	
2% Inspection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
○ ESCROW	
Acct # - 1100-211-00-000-018-0-000	
1/3 Paving	
Septic Tank - 15	22,500.00
Other	
TOTAL	22,500.00

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2
RECEIPT
№ 64185-2

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

1182

SANTA CRUZ PROPERTIES, LTD
P.O. BOX 959
EDINBURG, TEXAS 78540

Texas National Bank
Edinburg (956) 217-7100
Mercedes (956) 565-2488
www.texasnational.com
88-2012-1149

4/12/2011

PAY TO THE ORDER OF Hidalgo County

$ **22,500.00

Twenty-Two Thousand Five Hundred and 00/100********** DOLLARS

Hidalgo County

MEMO 15 unfinished septic tanks

AUTHORIZED SIGNATURE

Security features. Details on back.

⑈001182⑈ ⑆114920128⑆ 025000184⑈

7-5-11

Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

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Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HEALTH DEPARTMENT
COUNTY OF HIDALGO

December 16,2015

Hidalgo County Planning Department
Mr. T.J. Arredondo
1304 S. 25th St.
Edinburg, TX 78539

RE: TIERRA DE SANTA CRUZ

Dear T.J. Arredondo:

According to our records,51 of 51 lots in **TIERRA DE SANTA CRUZ** have septic tank systems installed and can be expected to function properly. **TIERRA DE SANTA CRUZ** is located westside of Brushline Rd. approx. ¾ mile north of El Cibolo Rd. in **Edinburg, Tx.**

Sincerely,

Ruben Hernandez
Health Inspector II

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

AI-52785 Precinct #1 18. A.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted By: Katia Garcia, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Authorization and approval to appoint Mark McCaleb to the Emergency Services District No. 1 Board pursuant to Texas Health and Safety Code Section 775.034

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Budgetary Impact

Approval to appoint...

Attachments

Health and safety code

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/29/2015 08:51 AM
Manuel Chapa	Manuel Chapa	12/29/2015 11:29 AM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Katia Garcia Started On: 12/28/2015 03:57 PM

Final Approval Date: 01/01/2016

HEALTH AND SAFETY CODE

TITLE 9. SAFETY

SUBTITLE B. EMERGENCIES

CHAPTER 775. EMERGENCY SERVICES DISTRICTS

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 775.001. DEFINITIONS. In this chapter:

(1) "Board" means the board of emergency services commissioners.

(2) "District" means an emergency services district created under this chapter.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 775.002. LIBERAL CONSTRUCTION. This chapter and a proceeding under this chapter shall be liberally construed to achieve the purposes of this chapter.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 775.003. AUTHORIZATION. An emergency services district may be organized as provided by Article III, Section 48-e, of the Texas Constitution, as proposed by S.J.R. No. 27, Acts of the 70th Legislature, Regular Session, 1987, and adopted by the voters at an election held November 3, 1987, and by this chapter to protect life and health.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

SUBCHAPTER B. CREATION OF DISTRICT

Sec. 775.011. PETITION FOR CREATION OF DISTRICT LOCATED WHOLLY IN ONE COUNTY. (a) Before a district located wholly in one county may be created, the county judge of that county must receive

the act or omission:

(1) is in the course and scope of the employee's or volunteer's duties for the district;

(2) takes place during the provision of emergency services;

(3) is not in violation of a statute or ordinance applicable to emergency action; and

(4) is not wilful or wantonly negligent.

(b) This section does not expand the liability of a district. Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 775.034. APPOINTMENT OF BOARD IN DISTRICT LOCATED WHOLLY IN ONE COUNTY. (a) The commissioners court of a county in which a single-county district is located shall appoint a five-member board of emergency services commissioners to serve as the district's governing body. To serve as a member of the board a person must be:

(1) at least 18 years of age; and

(2) a resident citizen of the state and:

(A) a qualified voter within areas served by the district; or

(B) the owner of land subject to taxation in the district.

(b) Except as prescribed by Subsection (c), commissioners serve two-year terms.

(c) After the votes are canvassed and the commissioners court enters the order creating the district, the commissioners court shall appoint the initial emergency services commissioners to serve until January 1 of the year following the district election. On January 1, the court shall designate three of those emergency services commissioners to [redacted] a two-year term and two of those emergency services commissioners to serve a one-year term.

(d) On January 1 of each year, the commissioners court shall appoint a successor for each emergency services commissioner whose term has expired.

(e) The commissioners court shall fill a vacancy on the board for the remainder of the unexpired term.

(f) A member of the board who, because of municipal annexation, is no longer a qualified voter of an area served by the district or no longer owns land subject to taxation by the district may continue to serve until the expiration of the member's term.

(g) The commissioners court shall consider relevant factors in determining the individuals to appoint as emergency services commissioners, including whether the individuals have knowledge that relates to fire prevention or emergency medical services and that is relevant to the common policies and practices of the board.

(h) This section does not apply to a district located wholly in a county with a population of more than three million.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 496, Sec. 6, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 272, Sec. 2, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 235, Sec. 5, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 930, Sec. 4, eff. Sept. 1, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 900, Sec. 1, eff. September 1, 2007.

Sec. 775.0345. ELECTION OF BOARD IN CERTAIN POPULOUS COUNTIES. (a) This section applies only to a district located wholly in a county with a population of more than three million.

(b) The governing body of a district consists of a five-person board of emergency services commissioners elected as prescribed by this section. Except as provided by Subsection (h), emergency services commissioners serve four-year terms.

(c) After a district is created, the county judge shall establish a convenient day provided by Section 41.001, Election Code, to conduct an election to elect the initial emergency services commissioners.

(d) To be eligible to be a candidate for emergency services commissioner, a person must be at least 18 years of age and a resident of the district.

(e) A candidate for emergency services commissioner on an initial board must give the county clerk a sworn notice of the candidate's intention to run for office. The notice must state the person's name, age, and address and state that the person is serving notice of intent to run for emergency services commissioner. On receipt of the notice, the county clerk shall have the candidate's name placed on the ballot.

(f) The county clerk shall appoint an election judge to certify the results of the election.

(g) After the election is held, the county clerk or the clerk's deputy shall prepare a sworn statement of the election costs incurred by the county. The statement shall be given to the newly elected board, which shall order the appropriate official to reimburse the county for the county's election costs.

(h) The initial emergency services commissioners' terms of office begin 30 days after canvassing of the election results. The two commissioners who received the fewest votes serve a term that expires on December 31 of the second year following the year in which the election was held. The other emergency services commissioners serve terms that expire on December 31 of the fourth year following the year in which the election was held.

(i) The board shall hold the general election for commissioner every two years on an authorized uniform election date as provided by Chapter 41, Election Code. The board may change the election date from one authorized election date to another

authorized election date and shall adjust the terms of office to conform to the new election date.

(j) Subchapter C, Chapter 146, Election Code, applies to a write-in candidate for emergency services commissioner under this section in the same manner it applies to a write-in candidate for a city office under that subchapter.

Added by Acts 2007, 80th Leg., R.S., Ch. 900, Sec. 2, eff. September 1, 2007.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 454, Sec. 1, eff. January 1, 2010.

Sec. 775.035. ELECTION OF BOARD IN DISTRICT LOCATED IN MORE THAN ONE COUNTY. (a) The governing body of a district located in more than one county consists of a five-person board of emergency services commissioners elected as prescribed by this section. Except as provided by Subsection (g), emergency services commissioners serve four-year terms.

(b) After a district located in more than one county is created, the county judges of each county in the district shall mutually establish a convenient day provided by Section 41.001, Election Code, to conduct an election to elect the initial emergency services commissioners.

(c) To be eligible to be a candidate for emergency services commissioner of a district located in more than one county, a person must be at least 18 years of age and a resident of the district.

(d) A candidate for emergency services commissioner must give the county clerk of each county in the district a sworn notice of the candidate's intention to run for office. The notice must state the person's name, age, and address and state that the person is serving notice of intent to run for emergency services

Added by Acts 2011, 82nd Leg., R.S., Ch. 1097, Sec. 1, eff. September 1, 2011.

Sec. 775.040. FEES FOR PROVIDING SERVICES. A district, or a person authorized by contract on the district's behalf, may charge a reasonable fee for emergency services performed for or on behalf of a person or entity, including a fee for responding to a false alarm or for a fire code inspection.

Added by Acts 1997, 75th Leg., ch. 392, Sec. 4, eff. Sept. 1, 1997. Amended by Acts 1999, 76th Leg., ch. 496, Sec. 9, eff. Sept. 1, 1999.

Sec. 775.041. FEE PAYMENT AND COLLECTION. (a) A fee imposed by a district under Section 775.040 must be paid within a reasonable amount of time as established by the district.

(b) If the fee has not been paid in the amount of time established by the district, the district may collect the fee by filing a complaint in the appropriate court of jurisdiction in the county in which the district's principal office or meeting place is located.

(c) If the district prevails in any suit to collect the fee, it may, in the same action, recover reasonable fees for attorneys, expert witnesses, and other costs incurred by the district in the suit. The court shall determine the amount of the attorney's fees.

Added by Acts 1999, 76th Leg., ch. 496, Sec. 10, eff. Sept. 1, 1999.

Sec. 775.042. REMOVAL OF BOARD MEMBER BY BOARD. (a) A board may remove a member if:

(1) the member is absent from more than half of the regularly scheduled board meetings that the member is eligible to attend during a calendar year without an excuse approved by a

majority vote of the board; and

(2) the other members of the board unanimously vote to remove that member.

(b) Not later than the 30th day after the date of a vote to remove a member under Subsection (a), that member may file a written appeal for reinstatement to the commissioners court of the county in which a single-county district is located or, if the district is located in more than one county, the commissioners court of the county where the member resides. The court may reinstate the member if it finds the removal unwarranted after considering:

(1) a reason for an absence;

(2) the time and place of a missed meeting;

(3) the business conducted at a missed meeting; and

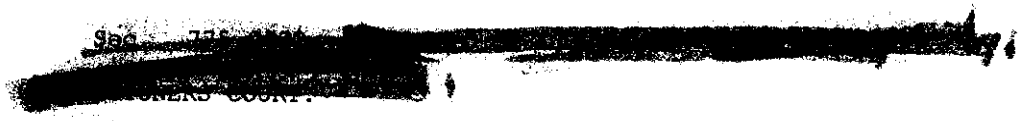
(4) any other factors or circumstances the court considers relevant.

(c) The validity of a board action is not affected because it is taken when a ground for removal of a board member exists.

Added by Acts 1999, 76th Leg., ch. 496, Sec. 10, eff. Sept. 1, 1999.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 308, Sec. 3, eff. June 19, 2009.



(a) This section does not apply to a district unless the commissioners court of the county in which the district is located adopts this section by resolution.

(a-1) This section applies only to an appointed board member. This section does not apply to a board member who:

(1) is elected; or

(2) is appointed to fill a vacancy in an elected board member position.

(b) The commissioners court of the county in which a district is located, by an order adopted by a majority vote after a hearing, may remove a board member for:

(1) incompetency, as defined by Section 87.011, Local Government Code;

(2) official misconduct, as defined by Section 87.011, Local Government Code; or

(3) misconduct, as defined by Section 178.001, Local Government Code.

(b-1) Section 551.0745, Government Code, applies to a deliberation regarding a removal of a board member in the same manner as that section applies to a deliberation regarding a dismissal of a member of an advisory body.

(c) Not later than the 30th day before the date on which the hearing is held, a commissioners court seeking removal under this section must:

(1) notify the board members that it is considering that action; and

(2) provide the board member with an opportunity to show cause why the board member should not be removed.

(d) The validity of a board action is not affected because it is taken when a ground for removal of a board member exists.

Added by Acts 2009, 81st Leg., R.S., Ch. 308, Sec. 2, eff. June 19, 2009.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 116, Sec. 1, eff. May 21, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 116, Sec. 2, eff. May 21, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 639, Sec. 7, eff. June 17,

2011.

Acts 2011, 82nd Leg., R.S., Ch. 639, Sec. 8, eff. June 17, 2011.

Sec. 775.0423. REMOVAL OF ELECTED BOARD MEMBER. (a) This section applies only to a board member who:

(1) is elected; or

(2) is appointed to fill a vacancy in an elected board member position.

(b) A board member may be removed using the procedures provided by Chapter 87, Local Government Code, for:

(1) incompetency, as defined by Section 87.011, Local Government Code;

(2) official misconduct, as defined by Section 87.011, Local Government Code;

(3) intoxication, as described by Section 87.013, Local Government Code; or

(4) misconduct, as defined by Section 178.001, Local Government Code.

(c) The validity of a board action is not affected because it is taken when a ground for removal of a board member exists.

Added by Acts 2011, 82nd Leg., R.S., Ch. 639, Sec. 9, eff. June 17, 2011.

Sec. 775.043. EXEMPTION FROM INVESTMENT TRAINING. (a) Section 2256.008, Government Code, does not apply to an officer or employee of a district created under this chapter.

(b) A district may invest funds only in the authorized investments set forth under Government Code Section 2256.009 (obligations of, or guaranteed by governmental entities), 2256.010 (certificates of deposit and share certificates), or 2256.016 (investment pools), unless the treasurer, chief financial officer

(if not the treasurer), and the investment officer of the district attend and successfully complete the training requirements under Section 2256.008, Government Code.

Added by Acts 1999, 76th Leg., ch. 914, Sec. 1, eff. June 18, 1999. Renumbered from Health & Safety Code Sec. 775.041 by Acts 2001, 77th Leg., ch. 1420, Sec. 21.001(80), eff. Sept. 1, 2001.

Sec. 775.044. VACANCY ON BOARD OF DISTRICT LOCATED IN MORE THAN ONE COUNTY. (a) Not later than the 90th day after a board vacancy for a district located in more than one county occurs, the remaining board members shall appoint a person to fill the unexpired term.

(b) If the board has not filled the vacancy before the 91st day after the date of the vacancy, the commissioners court of the county where the previous board member resided shall appoint a person to fill the vacancy.

(c) A person appointed under this section must be eligible to serve under Section 775.035.

Added by Acts 2005, 79th Leg., Ch. 384, Sec. 2, eff. September 1, 2005.

Sec. 775.0445. VACANCY ON BOARD OF DISTRICT LOCATED IN CERTAIN POPULOUS COUNTIES. (a) In this section, "vacancy" means a vacancy in the office of director that occurs for any reason, including an office that is vacant because:

(1) a director was disqualified under Section 775.0355; or

(2) no candidate filed for election to the office.

(b) This section applies only to a district located wholly in a county with a population of more than three million.

(c) Not later than the 90th day after a board vacancy occurs, the remaining board members shall appoint a person to fill the

AI-52820 Precinct #2 19. A.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted For: Eddie Cantu, COMM. PCT. #2 Submitted By: Esther Perez, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval of Economically Disadvantaged County (EDC) Program Application and Affidavit for Regional Hike & Bike Trail - CSJ: 0921-02-346 with authority for the County Judge to sign all required documentation.

BACKGROUND

Application will be attached Monday.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Fiscal Impact at this time - EDC Application Only.

Attachments

app

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/30/2015 02:16 PM
Manuel Chapa	Manuel Chapa	12/30/2015 02:56 PM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Esther Perez Started On: 12/30/2015 01:32 PM

Final Approval Date: 01/01/2016

ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY Hidalgo County APPLICANT **Hidalgo County**

District Contact Information

NAME: Maricela Salinas TELEPHONE: 956.702.6352

* If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?
(Circle as appropriate) YES or NO

* If the applicant is a **CITY** within an eligible county, please answer the two following questions:
# 1 Economic Development Sales Tax? (Circle as appropriate) YES or NO
# 2 Population (2010 Census)?

PROJECT INFORMATION

UTP PRIORITY STATUS:	CON
CSJ:	**0921-02-346**
ESTIMATED LETTING DATE	**July-17**

On-System? (Circle as appropriate) YES or NO

LOCATION AND LIMITS - Give highway number with limits to and from.

Hidalgo County Hike and Bike Trail from S. San Antonio St. (San Juan) to S. 2nd St. (McAllen)

PROJECT SCOPE- Give type of work.

Proposed Hike and Bike Trail Connectivity

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

The Hidalgo County has high unemployment and poverty rates and addressing the infrastructure demands places a heavy burden on the County's budget so we request a reduction in the required match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

TOTAL ADJUSTMENT- 95

1. Project Component	2. Est. Total Cost ($)	3. Local Participation (%)		4. Est. Required Local Match ($)	5. Local Participation After Adjustment ($)
Construction	$5,600,000.00	20%		$1,120,000.00	$56,000.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
TOTAL	**$5,600,000.00**			**$1,120,000**	**$56,000**

Approved by: Date:

AFFIDAVIT

The State of Texas,
County of _____

Before me, _____ , a notary public in and for the State of of Texas, on this day personally appeared _____ , who being by me duly sworn, upon oath says:

I, _____ , representing the city / county of _____ , having been duly elected on _____ and having served continuously since that time, certify in my official capacity that, to the best of my knowledge, the information contained in this application is true and correct.

_____ _____
Signature Date

Subscribed and sworn to before me, by the said _____ , this _____ day of _____ , _____ , to certify which witness my hand and seal of office.

My commission expires _____ , _____ .

_____
Official Signature

_____
Printed or stamped name of Notary

AI-52738 Precinct #2 19. B.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted For: Erika Zamora, COMM. PCT. #2

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COMM. PCT. #2

Information

CAPTION

Approval of closing documents and authority for the County Judge to execute documents for Lot 2, Blk 21, Floodway Levee, Pharr, Texas - McColl Road Project (Daniel Dillard and Sandra L. Dillard).

BACKGROUND

Request by Jaime Salinas, ROW agent (Pct 2)

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1315-431-00-122-028-0-710

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

BUDGETARY IMPACT:

Attachments

docs

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/22/2015 04:04 PM
Manuel Chapa	Manuel Chapa	12/29/2015 11:29 AM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Monica Badillo Started On: 12/22/2015 12:01 PM

Final Approval Date: 01/01/2016

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv Unins 4. ☐ VA 5. ☐ Conv Ins. 6. ☐ Seller Finance	6. File Number	7. Loan Number	8. Mortgage Ins Case Number
	131020		

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower	E. Name & Address of Seller	F. Name & Address of Lender
THE COUNTY OF HIDALGO, TEXAS **300 West Hall Acres Ste. G** **Pharr, TX 78577**	**Daniel Dillard and Sandra L. Dillard,** **P. O. Box 4213** **724 E. Patsy Drive** **Hidalgo, TX 78557**	,

G. Property Location	H. Settlement Agent Name	
Steele And Pershing, Lot 2, Block 21, N8.29 Ac An Irr Tr Lying North - Floodway Levee, 8.29 Ac Gr, 8.27 Ac Net, Hidalgo County **McColl Road** **Pharr, TX** **See Addendum**	**Valley Land Title Co.** **6013 N. 10th Street** **McAllen, TX 78504 Tax ID: 20-4064406** Place of Settlement **Valley Land Title Company** **217 W. Cano** **Edinburg, TX 78539**	I. Settlement Date **12/15/2015** Fund:

J. Summary of Borrower's Transaction		**K. Summary of Seller's Transaction**	
100. Gross Amount Due from Borrower		**400. Gross Amount Due to Seller**	
101. Contract Sales Price	**$3,000.00**	401. Contract Sales Price	**$3,000.00**
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	**$849.54**	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. City property taxes		406. City property taxes	
107. County property taxes		407. County property taxes	
108. Annual assessments		408. Annual assessments	
109. School property taxes		409. School property taxes	
110. Water District Taxes		410. Water District Taxes	
111. HOA Dues		411. HOA Dues	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	**$3,849.54**	**420. Gross Amount Due to Seller**	**$3,000.00**
200. Amounts Paid By Or in Behalf Of Borrower		**500. Reductions in Amount Due to Seller**	
201. Deposit or earnest money		501. Excess Deposit	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. Loan Amount 2nd Lien		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507. 2013 & 2015 county/school taxes due	**$157.55**
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. City property taxes		510. City property taxes	
211. County property taxes		511. County property taxes	
212. Annual assessments		512. Annual assessments	
213. School property taxes		513. School property taxes	
214. Water District Taxes		514. Water District Taxes	
215. HOA Dues		515. HOA Dues	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	**$0.00**	**520. Total Reduction Amount Due Seller**	**$157.55**
300. Cash At Settlement From/To Borrower		**600. Cash At Settlement To/From Seller**	
301. Gross Amount due from borrower (line 120)	**$3,849.54**	601. Gross Amount due to seller (line 420)	**$3,000.00**
302. Less amounts paid by/for borrower (line 220)	**$0.00**	602. Less reductions in amt. due seller (line 520)	**$157.55**
303. Cash From Borrower	**$3,849.54**	**603. Cash To Seller**	**$2,842.45**

L. Settlement Charges			
700. Total Sales/Broker's Commission based on price	**$3,000.00**	**@ % = $0.00**	Paid From Borrower's Funds at Settlement / Paid From Seller's Funds at Settlement
Division of Commission (line 700) as follows:			
701.	to		
702.	to		
703. Commission Paid at Settlement			**$0.00** / **$0.00**
704. The following persons, firms or	to		
705. corporation s received a portion	to		
706. of the real estate commission amount	to		
707. shown above:	to		
800. Items Payable in Connection with Loan			
801. Loan Origination Fee %	to		
802. Loan Discount %	to		
803. Appraisal Fee	to		
804. Credit Report	to		
805. Lender's Inspection Fee	to		
806. Mortgage Insurance Application	to		
807. Assumption Fee	to		
900. Items Required by Lender To Be Paid in Advance			
901. Interest from **12/15/2015** to **1/1/2016** @ **$0**/day			
902. Mortgage Insurance Premium for months	to		
903. Hazard Insurance Premium for years	to		
1000. Reserves Deposited With Lender			
1001. Hazard insurance	months @	per month	
1002. Mortgage insurance	months @	per month	
1003. City property taxes	months @	per month	
1004. County property taxes	months @	per month	
1005. Annual assessments	months @	per month	
1006. School property taxes	months @	per month	
1007. Water District taxes	months @	per month	
1008. HOA Dues	months @	per month	
1011. Aggregate Adjustment			
1100. Title Charges			
1101. Settlement or closing fee	to		
1102. Abstract or title search	to		
1103. Title examination	to		
1104. Title insurance binder	to		
1105. Document preparation	to **L.G. "Jerry" Canales**		**$200.00**
1106. Notary fees	to		
1107. Attorney's fees	to		
(includes above items numbers:)			
1108. Title insurance	to **Valley Land Title Company**		**$238.00**
(includes above items numbers:)			
1109. Lender's coverage	**$0.00/$0.00**		
1110. Owner's coverage	**$3,000.00/$238.00**		
1111. Escrow fee	to **Valley Land Title Company**		**$300.00**
1112.	to		
1113. Tax Service Fee	to **Hidalgo County Property Tax Service**		**$59.54**
1200. Government Recording and Transfer Charges			
1201. Recording Fees	Deed **$52.00** ; Mortgage ; Rel	to **Valley Land Title Company**	**$52.00**
1202. City/county tax/stamps	Deed ; Mortgage	to	
1203. State tax/stamps	Deed ; Mortgage	to	
1204.	to		
1300. Additional Settlement Charges			
1301. Survey	to		
1302. Pest Inspection	to		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			**$849.54**

SOLICITATION

You are required by law to provide VALLEY LAND TITLE CO. with your correct taxpayer identification number. If you do not provide VALLEY LAND TITLE CO. with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

SUBSTUTITE FORM 1099 SELLER STATMENT

The information contained in blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, on lines 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTIONS

If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040).

Seller understands the closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guaranty the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement. Seller understands that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others, or estimates for current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct. The undersigned herby authorizes VALLEY LAND TITLE CO. to make expenditures and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan funds, if applicable, in the amount shown above and receipt of a copy of this Statement.

*Note: Interest on existing liens is figured to the date indicated. If not paid by then, additional interest will have to be collected and your statement will be adjusted to have sufficient funds to secure release from the lien holder.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

The County of Hidalgo, Texas

By: Valde Guerra, Executive Officer

Daniel Dillard

Sandra L. Dillard

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Settlement Agent Date

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

File No. 131020

Addendum to HUD Settlement Statement

Section G – Additional Tracts of Land

Steele And Pershing, Lot 2, Block 21, 9.24 Ac, An Irr Tr Being N495'-S990' Lying S of Floodway Levee, 9.24 Ac Gr, 9.03 Ac Net, Hidalgo County
McColl Road
Pharr, TX

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

DATE: **December 15, 2015**

TO: **SELLER: DANIEL DILLARD AND WIFE, SANDRA DILLARD**

BUYER: THE COUNTY OF HIDALGO, TEXAS

FROM: **VALLEY LAND TITLE CO.**

PROPERTY: **A 0.45 of an acre of land out of a 7.46-acre tract out of Lot 2, Block 21, STEELE AND PERSHING SUBDIVISION, Hidalgo County, Texas, as recorded in Volume 8, Pages 114-115, Deed Records, Hidalgo County, Texas. Said 7.46-acre tract of land is vested to Daniel Dillard from Carl F. Schuster and wife, Wilma E. Schuster, by virtue of a Warranty Deed with Vendor's Lien dated May 1, 1998, and recorded in Document No.690590, Official Records of Hidalgo County, Texas. Save and Except: Two tracts of land conveyed to Francisco Castro, Juan Contreras, Pedro Huerta, Jr. and Moises Castro, by virtue of a Warranty Deed with Vendor's Lien recorded in Document No.706603, Official Records Hidalgo County, Texas, a tract of land containing 10.0-acres of land conveyed to Celedonio Luna, Jr. and wife, Martha Elva Luna by virtue of Warranty Deed with Vendor's Lien recorded in Document Number 679177, Official Records of Hidalgo County, Texas. a tract of land containing 5.00-acres of land conveyed to Miguel Angel Gonzalez, by virtue of Warranty Deed with Vendor's Lien recorded in Document Number 683982, Official Records, Hidalgo County, Texas. Said 0.45-acre tract of land being more particularly described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.**

This is to give you notice that VALLEY LAND TITLE CO. has a business relationship with HIDALGO COUNTY PROPERTY TAX SERVICE. The shareholders of VALLEY LAND TITLE CO. composes a majority of the shareholders of HIDALGO COUNTY PROPERTY TAX SERVICE. Because of this relationship, this referral may provide VALLEY LAND TITLE CO. a financial or other benefit. HIDALGO COUNTY PROPERTY TAX SERVICE is contracted to obtain tax information and guarantee taxes to VALLEY LAND TITLE CO. on all real estate related closings.

HIDALGO COUNTY PROPERTY TAX SERVICE will charge $55.00 for the first tax account and $20.00 for each additional tax account from the various taxing authorities, plus tax. **THERE MAY BE OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES OR YOU MAY SECURE TAX CERTIFICATES FROM THE VARIOUS TAXING AUTHORITIES ON YOUR OWN AND DELIVER THEM TO VALLEY LAND TITLE CO. THE NORMAL FEE PAID TO EACH TAXING AUTHORITY IS $10.00 FOR EACH TAX ACCOUNT AND THERE ARE USUALLY 2 TO 4 TAXING AUTHORITIES TAXING YOUR PROPERTY. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

I/WE HAVE READ THIS DISCLOSURE FORM, AND UNDERSTAND THAT VALLEY LAND TITLE CO. IS REFERRING ME/US TO HIDALGO COUNTY PROPERTY TAX SERVICE AND MAY RECEIVE A FINANCIAL OR OTHER BENEFIT AS THE RESULT OF THIS REFERRAL.

I __X__ prefer to use HIDALGO COUNTY PROPERTY TAX SERVICE ___ PREFER TO OBTAIN TAX CERTIFICATES ON MY OWN AND AGREE TO DELIVER THE SAME TO VALLEY LAND TITLE CO. PRIOR TO CLOSING.

SELLER:

Daniel Dillard

DANIEL DILLARD

Sandra Dillard

SANDRA DILLARD

BORROWER:

THE COUNTY OF HIDALGO, TEXAS

BY: _____

VALDE GUERRA, Executive Officer

Sign Here

COUNTY: HIDALGO

Eng03.024B
March 31, 2011

HIGHWAY: South McColl Road

Sheet 1 of 3

PROJECT LIMITS: Dicker Road to Orangewood Drive

RCSJ: 0921-02-288
CCSJ: 0921-02-171

EXHIBIT - A
FIELD NOTES FOR PARCEL – 8

Being a 0.45 of an acre of land out of a 7.46-acre tract out of of Lot 2, Block 21, Steele & Pershing Subdivision, Hidalgo County, Texas, as recorded in Volume 8, Pages 114~115, Deed Records, Hidalgo County of Texas. Said 7.46-acre tract of land is vested to Daniel Dillard from Carl F. Schuster and wife, Wilma E Schuster, by virtue of a Warranty Deed with Vendor's Lien dated May 11, 1998, and recorded in Document No. 690590, Official Records of Hidalgo County, Texas. Save and Except: Two tracts of land conveyed to Francisco Castro, Juan Contreras, Pedro Huerta Jr., and Moises Castro, by virtue of a Warranty Deed with Vendor's Lien recorded in Document No. 706603, Official Records Hidalgo County, Texas, a tract of land containing 10.0-ares of land conveyed to Celedonio Luna Jr and wife, Martha Elva Luna, by virtue of Warranty Deed with Vendor's Lien recorded in Document No. 679177, Official Records of Hidalgo County, Texas, A tract of land containing 5.00-acres of land conveyed to Miguel Angel Gonzalez, by virtue of Warranty Deed with Vendor's Lien recorded in Document No. 683982, Official Records Hidalgo County, Texas. Said 0.45-acre tract of land being more particularly described by metes and bounds as follows;

Commencing at a No. 4 rebar set at the Southwest corner of Lot 2, Block 21, Steele and Pershing Subdivision; **Thence**, South 81 degrees 20 minutes 13 seconds East, with the South line of Lot 2, Block 21, a distance of 1320.00 feet to a No. 4 rebar set (with a plastic cap stamped "RGEC"); **Thence** North 08 degrees 39 minutes 47 seconds East, with the East line of Lot 2, Block 21, a distance of 961.92 feet to a No. 4 rebar set (with a plastic cap stamped "RGEC"); **Thence**, North 81 degrees 20 minutes 13 seconds West, a distance of 20.00 feet to a No. 4 rebar set (with a plastic cap stamped "RGEC") at the existing West Right of Way line of South McColl Road for the Southeast corner of this tract of land and **POINT OF BEGINNING**; having surface coordinates of N: 16575909.05 and E: 1074997.01 All bearings and coordinates are based on the State Plane Coordinates System of Texas, South Zone, North American Datum 1983, (1993 adjustment), English units. All distances and coordinates are surface and may be converted to grid by multiplying by a combined scale factor of 0.999960;

1. **THENCE**, North 19 degrees 25 minutes 50 seconds West, with the Proposed West Right of Way line of said South McColl Road, a distance of 63.70 feet to a No. 4 rebar set for an interior corner of this tract of land;

2. **THENCE**, South 80 degrees 06 minutes 51 seconds West, with the Proposed South Right of Way line of said South McColl Road, a distance of 45.87 feet to a No. 4 rebar set (with a plastic cap stamped "RGEC") for the Southwest corner of this tract of land;

PARCEL 8
Sheet 2 of 3

3. **THENCE**, North 08 degrees 39 minutes 47 seconds East, continuing with the Proposed West Right of Way line of said South McColl Road, a distance of 251.43 feet to a No. 4 rebar set (with plastic cap stamped "RGEC") for the Northwest corner of this tract of land;

4. **THENCE**, North 78 degrees 24 minutes 38 seconds East, with the Proposed North Right of Way line of said South McColl Road, a distance of 78.33 feet to a No. 4 rebar set (with plastic cap stamped "RGEC") at the existing West Right of Way line of said South McColl Road for the Northeast corner of this tract of land;

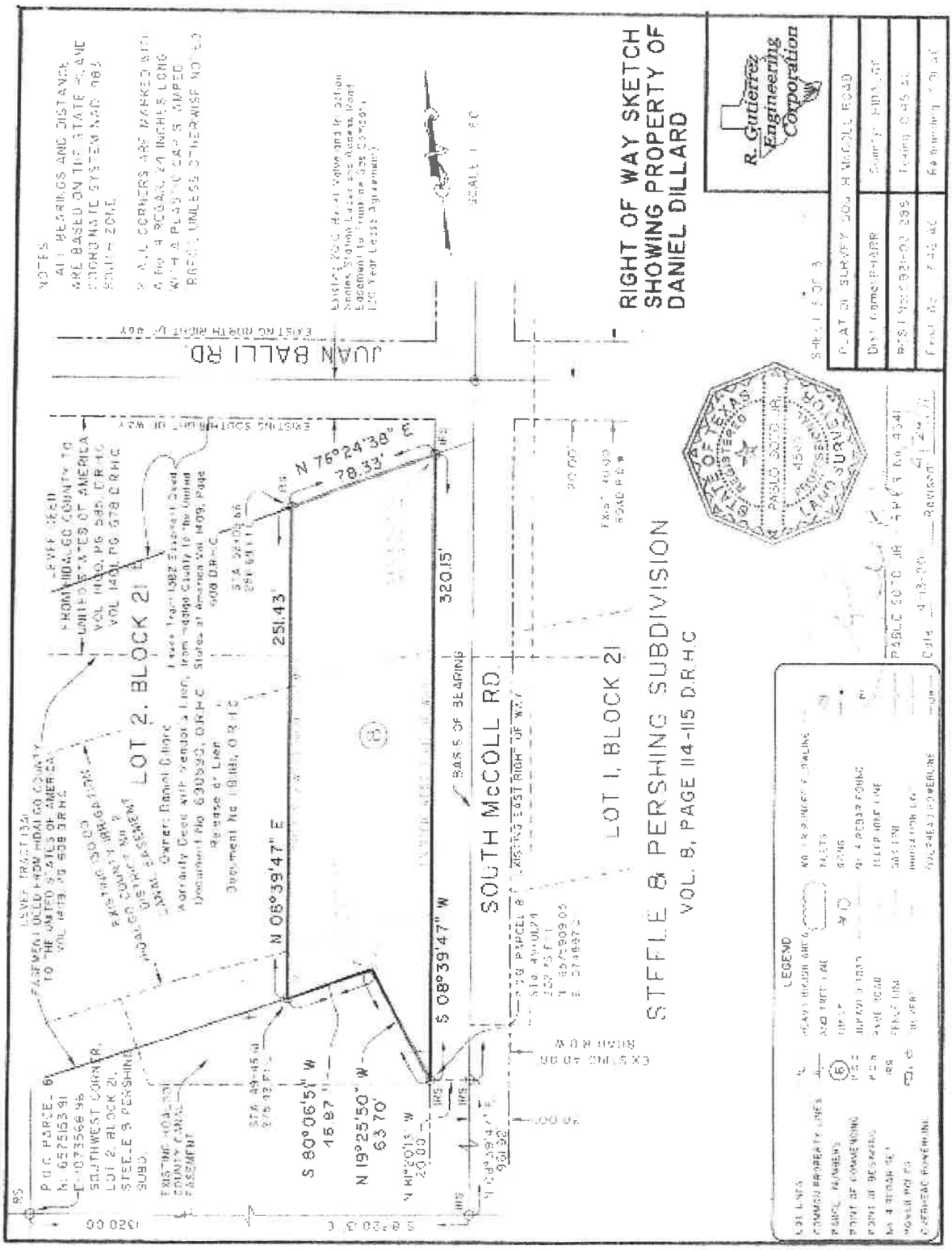
5. **THENCE**, South 08 degrees 39 minutes 47 seconds West, with the existing West Right of Way line of said South McColl Road, a distance of 320.15 feet to the POINT OF BEGINNING and containing 0.45 of an acre of land more or less.

A survey exhibit map accompanies this description. Bearings are based on the State Plane Coordinate System NAD 1983, South Zone.

PABLO SOTO, Jr. – R.P.L.S. No. 4541
Date: 04-13-2011

Revised: _____

SURV... OF PART TO BE ACQUIRED (Page 3 of 3)



L. G. "JERRY" CANALES

ATTORNEY AT LAW
6013 N. 10th Street, McAllen, Texas 78504
(956) 687-7763

ATTORNEY REPRESENTATION AND FEE LETTER

The legal documents needed for this closing have been prepared by the law office of L.G. 'JERRY' CANALES. The legal fees for preparation of the documents are based on the customary fees charged for document preparation in similar transactions. Mr. Canales has undertaken to prepare documents only, and has not in any way undertaken to assist or advise the seller or buyer about this transaction or the documents executed in connection with it.

All documents were prepared by Mr. Canales based on information provided to him by third parties (e.g. the earnest money contract, title commitment and loan closing instructions), and he has not made any independent effort to verify this information.

Mr. Canales may have prepared the legal documents for both seller and buyer and may also have given legal advice to Valley Land Title Company concerning this transaction. Under the strict rules which lawyers must follow to avoid conflicts of interest, he has determined that he would be able to prepare the documents in such a case.

We agree to pay the fees charged by Mr. Canales for document preparation as shown on the closing statement and acknowledge that we have been given the opportunity to have our own attorney review the documentation.

GRANTOR:

Daniel A. Dillard
DANIEL DILLARD

Sandra Dillard
SANDRA DILLARD

GRANTEE:

THE COUNTY OF HIDALGO, TEXAS

BY: _____
VALDE GUERRA, Executive Officer

Sign Here

Date: December 15, 2015
GF#131020

WAIVER OF INSPECTION

PLEASE SIGN & RETURN THIS WAIVER

GF NO: **131020**

TO: **VALLEY LAND TITLE CO.**

AGENT FOR: **ALLIANT NATIONAL TITLE INSURANCE CO.**

Gentlemen:

I/We, **THE COUNTY OF HIDALGO, TEXS**, has this day purchased from **DANIEL DILLARD AND WIFE, SANDRA DILLARD,** the following described property in Hidalgo County, Texas, to-wit:

A 0.45 of an acre of land out of a 7.46-acre tract out of Lot 2, Block 21, STEELE AND PERSHING SUBDIVISION, Hidalgo County, Texas, as recorded in Volume 8, Pages 114-115, Deed Records, Hidalgo County, Texas. Said 7.46-acre tract of land is vested to Daniel Dillard from Carl F. Schuster and wife, Wilma E. Schuster, by virtue of a Warranty Deed with Vendor's Lien dated May 1, 1998, and recorded in Document No.690590, Official Records of Hidalgo County, Texas. Save and Except: Two tracts of land conveyed to Francisco Castro, Juan Contreras, Pedro Huerta, Jr. and Moises Castro, by virtue of a Warranty Deed with Vendor's Lien recorded in Document No.706603, Official Records Hidalgo County, Texas, a tract of land containing 10.0-acres of land conveyed to Celedonio Luna, Jr. and wife, Martha Elva Luna by virtue of Warranty Deed with Vendor's Lien recorded in Document Number 679177, Official Records of Hidalgo County, Texas. a tract of land containing 5.00-acres of land conveyed to Miguel Angel Gonzalez, by virtue of Warranty Deed with Vendor's Lien recorded in Document Number 683982, Official Records, Hidalgo County, Texas. Said 0.45-acre tract of land being more particularly described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

I/We waive inspection and hereby accept a policy showing the exception "Right of Parties in Possession".

COMPLETE

EXECUTED on _____, 2015.

BUYER:

THE COUNTY OF HIDALGO, TEXAS

Sign Here

BY: _____

VALDE GUERRA, Executive Officer

COUNTY: HIDALGO

Eng03.024B
March 31, 2011

HIGHWAY: South McColl Road

Sheet 1 of 3

PROJECT LIMITS: Dicker Road to Orangewood Drive

RCSJ: 0921-02-288
CCSJ: 0921-02-171

EXHIBIT - A
FIELD NOTES FOR PARCEL – 8

Being a 0.45 of an acre of land out of a 7.46-acre tract out of of Lot 2, Block 21, Steele & Pershing Subdivision, Hidalgo County, Texas, as recorded in Volume 8, Pages 114~115, Deed Records, Hidalgo County of Texas. Said 7.46-acre tract of land is vested to Daniel Dillard from Carl F. Schuster and wife, Wilma E Schuster, by virtue of a Warranty Deed with Vendor's Lien dated May 11, 1998, and recorded in Document No. 690590, Official Records of Hidalgo County, Texas. Save and Except: Two tracts of land conveyed to Francisco Castro, Juan Contreras, Pedro Huerta Jr., and Moises Castro, by virtue of a Warranty Deed with Vendor's Lien recorded in Document No. 706603, Official Records Hidalgo County, Texas, a tract of land containing 10.0-ares of land conveyed to Celedonio Luna Jr and wife, Martha Elva Luna, by virtue of Warranty Deed with Vendor's Lien recorded in Document No. 679177, Official Records of Hidalgo County, Texas, A tract of land containing 5.00-acres of land conveyed to Miguel Angel Gonzalez, by virtue of Warranty Deed with Vendor's Lien recorded in Document No. 683982, Official Records Hidalgo County, Texas. Said 0.45-acre tract of land being more particularly described by metes and bounds as follows;

Commencing at a No. 4 rebar set at the Southwest corner of Lot 2, Block 21, Steele and Pershing Subdivision; **Thence**, South 81 degrees 20 minutes 13 seconds East, with the South line of Lot 2, Block 21, a distance of 1320.00 feet to a No. 4 rebar set (with a plastic cap stamped "RGEC"); **Thence** North 08 degrees 39 minutes 47 seconds East, with the East line of Lot 2, Block 21, a distance of 961.92 feet to a No. 4 rebar set (with a plastic cap stamped "RGEC"); **Thence**, North 81 degrees 20 minutes 13 seconds West, a distance of 20.00 feet to a No. 4 rebar set (with a plastic cap stamped "RGEC") at the existing West Right of Way line of South McColl Road for the Southeast corner of this tract of land and **POINT OF BEGINNING**; having surface coordinates of N: 16575909.05 and E: 1074997.01 All bearings and coordinates are based on the State Plane Coordinates System of Texas, South Zone, North American Datum 1983, (1993 adjustment), English units. All distances and coordinates are surface and may be converted to grid by multiplying by a combined scale factor of 0.999960;

1. **THENCE**, North 19 degrees 25 minutes 50 seconds West, with the Proposed West Right of Way line of said South McColl Road, a distance of 63.70 feet to a No. 4 rebar set for an interior corner of this tract of land;

2. **THENCE**, South 80 degrees 06 minutes 51 seconds West, with the Proposed South Right of Way line of said South McColl Road, a distance of 45.87 feet to a No. 4 rebar set (with a plastic cap stamped "RGEC") for the Southwest corner of this tract of land;

PARCEL 8
Sheet 2 of 3

3. **THENCE**, North 08 degrees 39 minutes 47 seconds East, continuing with the Proposed West Right of Way line of said South McColl Road, a distance of 251.43 feet to a No. 4 rebar set (with plastic cap stamped "RGEC") for the Northwest corner of this tract of land;

4. **THENCE**, North 78 degrees 24 minutes 38 seconds East, with the Proposed North Right of Way line of said South McColl Road, a distance of 78.33 feet to a No. 4 rebar set (with plastic cap stamped "RGEC") at the existing West Right of Way line of said South McColl Road for the Northeast corner of this tract of land;

5. **THENCE**, South 08 degrees 39 minutes 47 seconds West, with the existing West Right of Way line of said South McColl Road, a distance of 320.15 feet to the POINT OF BEGINNING and containing 0.45 of an acre of land more or less.

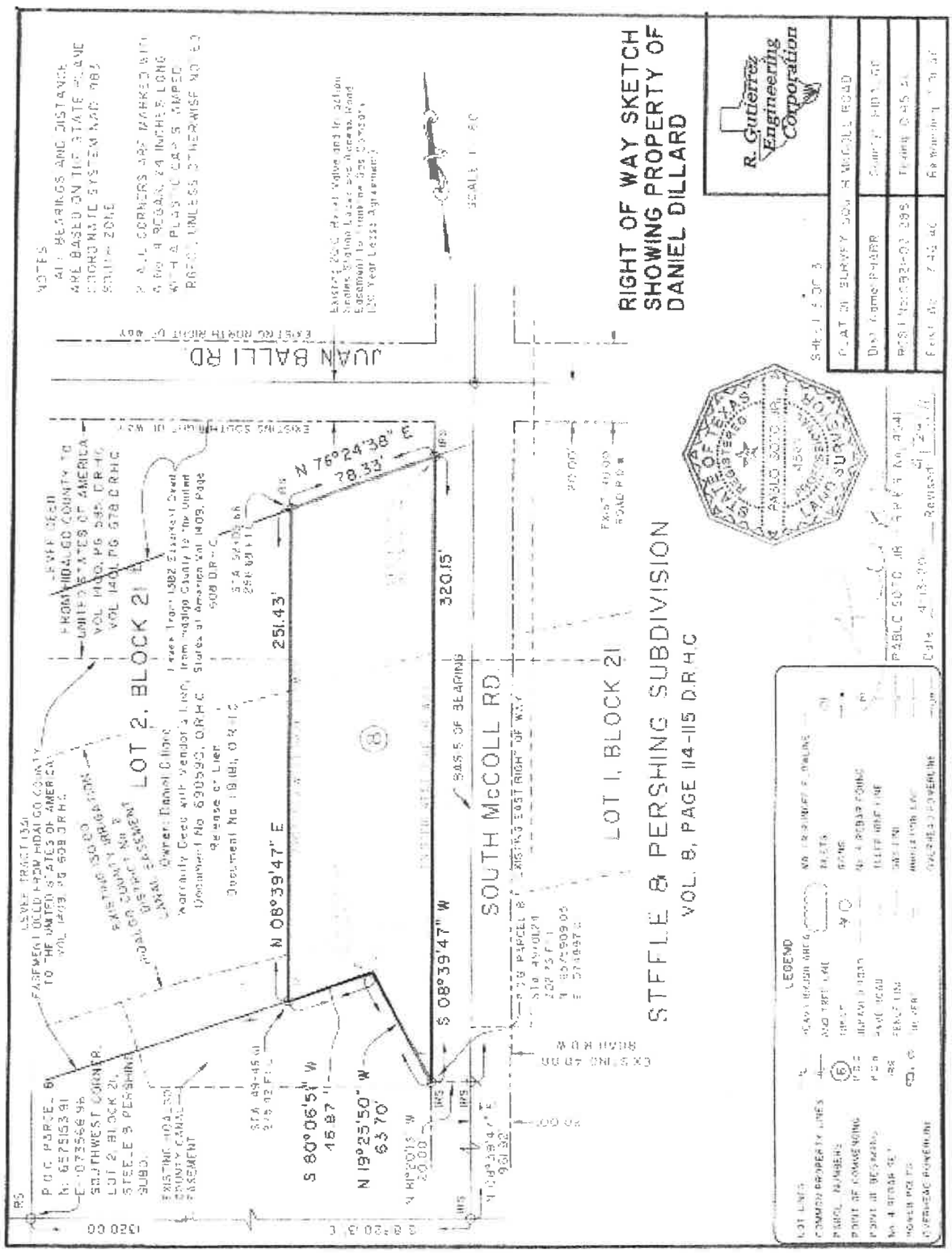
A survey exhibit map accompanies this description. Bearings are based on the State Plane Coordinate System NAD 1983, South Zone.

STATE OF TEXAS
REGISTERED
PABLO SOTO JR.
4541
PROFESSIONAL
LAND SURVEYOR

PABLO SOTO, Jr. – R.P.L.S. No. 4541
Date: 04-13-2011

Revised: 4/29/11

SURV... OF PART TO BE ACQUIRED (Page 3 of 3)



NOTIFICATION OF TAXING AUTHORITIES

GF#131020

RE: A 0.45 of an acre of land out of a 7.46-acre tract out of Lot 2, Block 21, STEELE AND PERSHING SUBDIVISION, Hidalgo County, Texas, as recorded in Volume 8, Pages 114-115, Deed Records, Hidalgo County, Texas. Said 7.46-acre tract of land is vested to Daniel Dillard from Carl F. Schuster and wife, Wilma E. Schuster, by virtue of a Warranty Deed with Vendor's Lien dated May 1, 1998, and recorded in Document No.690590, Official Records of Hidalgo County, Texas. Save and Except: Two tracts of land conveyed to Francisco Castro, Juan Contreras, Pedro Huerta, Jr. and Moises Castro, by virtue of a Warranty Deed with Vendor's Lien recorded in Document No.706603, Official Records Hidalgo County, Texas, a tract of land containing 10.0-acres of land conveyed to Celedonio Luna, Jr. and wife, Martha Elva Luna by virtue of Warranty Deed with Vendor's Lien recorded in Document Number 679177, Official Records of Hidalgo County, Texas. a tract of land containing 5.00-acres of land conveyed to Miguel Angel Gonzalez, by virtue of Warranty Deed with Vendor's Lien recorded in Document Number 683982, Official Records, Hidalgo County, Texas. Said 0.45-acre tract of land being more particularly described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

Please be advised that tax statements will continue to be sent to the previous owner. In order for tax statements to be sent to you, upon receipt of the recorded Warranty Deed which is mailed to you directly from the Hidalgo County Clerk's office, you need to take it to the following office so that they can change their records accordingly:

Hidalgo County Appraisal District
4405 S. Professional Drive
Edinburg, Texas 78539
www.HIDALGOAD.ORG

This information will also need to be given to any Water District which affects the property.

PLEASE NOTE THAT IT IS THE NEW OWNERS RESPONSIBILITY TO NOTIFY THE APPRAISAL DISTRICT AND WATER DISTRICT OF THE CHANGE OF OWNERSHIP. FAILURE TO DO SO MAY RESULT IN PENALTY AND INTEREST CHARGES BEING ADD R TAX STATEMENTS FOR LATE PAYMENT.

COMPLETE

The undersigned hereby acknowledges receipt of this notice on _____, 2015.

BUYER:

THE COUNTY OF HIDALGO, TEXAS

BY: _____ Sign Here
VALDE GUERRA, Executive Officer

Dated: December 15, 2015

COUNTY: HIDALGO

Eng03.024B
March 31, 2011

HIGHWAY: South McColl Road

PROJECT LIMITS: Dicker Road to Orangewood Drive

RCSJ: 0921-02-288
CCSJ: 0921-02-171

EXHIBIT - A
FIELD NOTES FOR PARCEL – 8

Being a 0.45 of an acre of land out of a 7.46-acre tract out of of Lot 2, Block 21, Steele & Pershing Subdivision, Hidalgo County, Texas, as recorded in Volume 8, Pages 114~115, Deed Records, Hidalgo County of Texas. Said 7.46-acre tract of land is vested to Daniel Dillard from Carl F. Schuster and wife, Wilma E Schuster, by virtue of a Warranty Deed with Vendor's Lien dated May 11, 1998, and recorded in Document No. 690590, Official Records of Hidalgo County, Texas. Save and Except: Two tracts of land conveyed to Francisco Castro, Juan Contreras, Pedro Huerta Jr., and Moises Castro, by virtue of a Warranty Deed with Vendor's Lien recorded in Document No. 706603, Official Records Hidalgo County, Texas, a tract of land containing 10.0-ares of land conveyed to Celedonio Luna Jr and wife, Martha Elva Luna, by virtue of Warranty Deed with Vendor's Lien recorded in Document No. 679177, Official Records of Hidalgo County, Texas, A tract of land containing 5.00-acres of land conveyed to Miguel Angel Gonzalez, by virtue of Warranty Deed with Vendor's Lien recorded in Document No. 683982, Official Records Hidalgo County, Texas. Said 0.45-acre tract of land being more particularly described by metes and bounds as follows;

Commencing at a No. 4 rebar set at the Southwest corner of Lot 2, Block 21, Steele and Pershing Subdivision; **Thence**, South 81 degrees 20 minutes 13 seconds East, with the South line of Lot 2, Block 21, a distance of 1320.00 feet to a No. 4 rebar set (with a plastic cap stamped "RGEC"); **Thence** North 08 degrees 39 minutes 47 seconds East, with the East line of Lot 2, Block 21, a distance of 961.92 feet to a No. 4 rebar set (with a plastic cap stamped "RGEC"); **Thence**, North 81 degrees 20 minutes 13 seconds West, a distance of 20.00 feet to a No. 4 rebar set (with a plastic cap stamped "RGEC") at the existing West Right of Way line of South McColl Road for the Southeast corner of this tract of land and **POINT OF BEGINNING**; having surface coordinates of N: 16575909.05 and E: 1074997.01 All bearings and coordinates are based on the State Plane Coordinates System of Texas, South Zone, North American Datum 1983, (1993 adjustment), English units. All distances and coordinates are surface and may be converted to grid by multiplying by a combined scale factor of 0.999960;

1. **THENCE**, North 19 degrees 25 minutes 50 seconds West, with the Proposed West Right of Way line of said South McColl Road, a distance of 63.70 feet to a No. 4 rebar set for an interior corner of this tract of land;

2. **THENCE**, South 80 degrees 06 minutes 51 seconds West, with the Proposed South Right of Way line of said South McColl Road, a distance of 45.87 feet to a No. 4 rebar set (with a plastic cap stamped "RGEC") for the Southwest corner of this tract of land;

PARCEL 8
Sheet 2 of 3

3. **THENCE**, North 08 degrees 39 minutes 47 seconds East, continuing with the Proposed West Right of Way line of said South McColl Road, a distance of 251.43 feet to a No. 4 rebar set (with plastic cap stamped "RGEC") for the Northwest corner of this tract of land;

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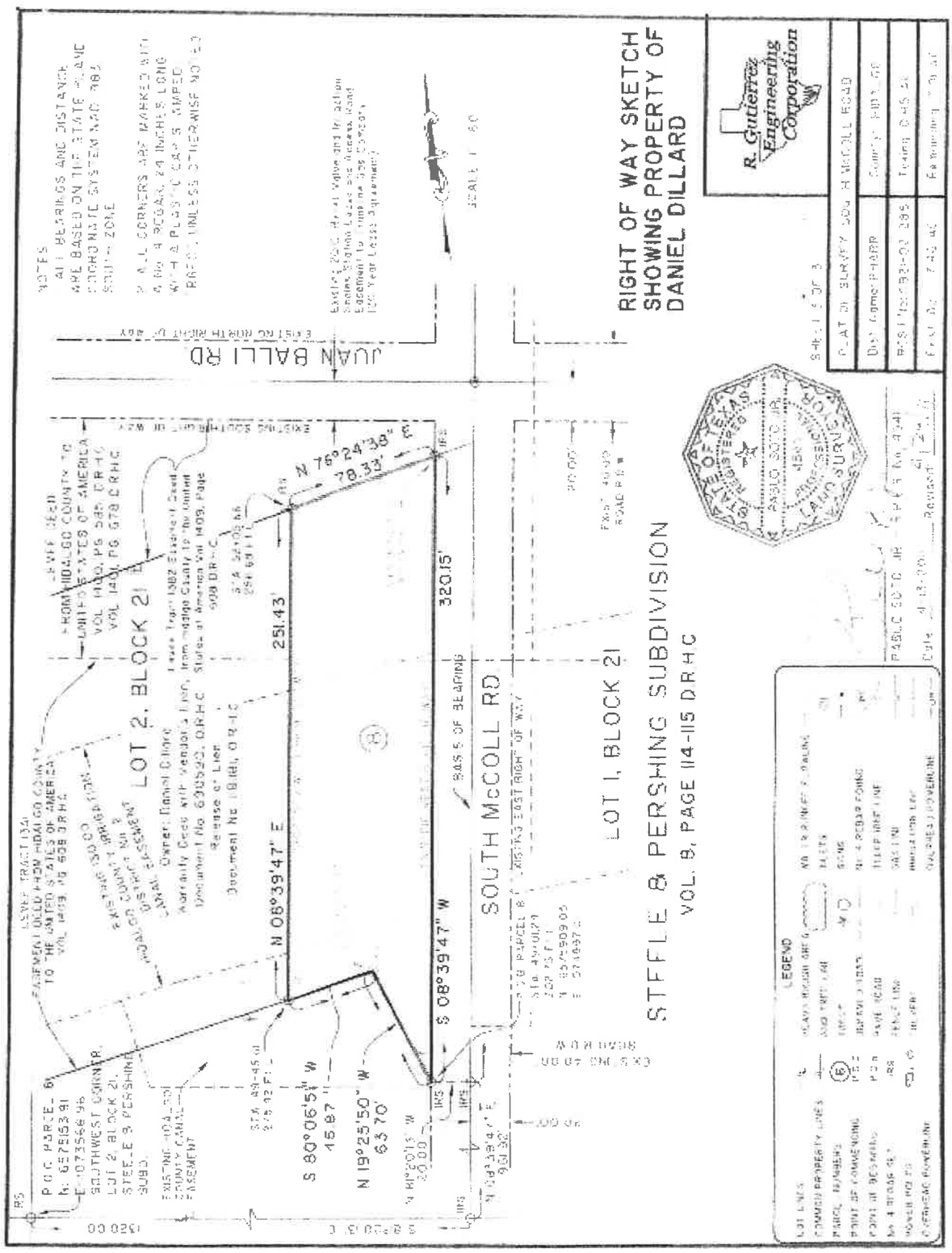
A survey exhibit map accompanies this description. Bearings are based on the State Plane Coordinate System NAD 1983, South Zone.

PABLO SOTO, Jr. – R.P.L.S. No. 4541
Date: 04-13-2011

Revised: _____

SURV... OF PART TO BE ACQUIRED (Page 3 of 3)



Charge to VLTC
GF: 131020/SV

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER 'S LICENSE NUMBER.

Parcel: #8
RIGHT OF WAY DEED

COPY

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO §

That, DANIEL DILLARD AND WIFE, SANDRA DILLARD, P.O. Box 4213, Hidalgo, Hidalgo County, the State of Texas 78557, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of THREE THOUSAND AND NO/100 DOLLARS ($3,000.00) and other good and valuable consideration to Grantors in hand paid by the County of Hidalgo, Texas, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Sell and Convey unto THE COUNTY OF HIDALGO, TEXAS, all that certain tract or parcel of land in Hidalgo County, Texas, being 0.45 of an acre of land out of a 7.46-acre tract out of Lot 2, Block 21, STEELE AND PERSHING SUBDIVISION, Hidalgo County, Texas, as recorded in Volume 8, Pages 114-115, Deed Records, Hidalgo County, Texas. Said 7.46-acre tract of land is vested to Daniel Dillard from Carl F. Schuster and wife, Wilma E. Schuster, by virtue of a Warranty Deed with Vendor's Lien dated May 1, 1998, and recorded in Document No.690590, Official Records of Hidalgo County, Texas. Save and Except: Two tracts of land conveyed to Francisco Castro, Juan Contreras, Pedro Huerta, Jr. and Moises Castro, by virtue of a Warranty Deed with Vendor's Lien recorded in Document No.706603, Official Records Hidalgo County, Texas, a tract of land containing 10.0-acres of land conveyed to Celedonio Luna, Jr. and wife, Martha Elva Luna by virtue of Warranty Deed with Vendor's Lien recorded in Document Number 679177, Official Records of Hidalgo County, Texas. a tract of land containing 5.00-acres of land conveyed to Miguel Angel Gonzalez, by virtue of Warranty Deed with Vendor's Lien recorded in Document Number 683982, Official Records, Hidalgo County, Texas. Said 0.45-acre tract of land being more particularly described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

SUBJECT TO THE FOLLOWING:

1. **Visible and apparent easements not appearing of record;**
2. **Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and**
3. **Easements, rights of way, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments (other than liens and conveyances) presently of record in the Official Public Records of Hidalgo County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.**

SAVE AND EXCEPT:
Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the Grantee to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the County of Hidalgo and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hidalgo and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 15th day of December, 2015.

DANIEL DILLARD

SANDRA DILLARD

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on Dec. 17, 2015 by **DANIEL DILLARD.**

SONIA VILLARREAL
Notary Public
STATE OF TEXAS
Notary ID# 11128424
My Comm. Exp. 07/11/2019

NOTARY PUBLIC - STATE OF TEXAS

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on Dec. 17, 2015 by **SANDRA DILLARD.**

SONIA VILLARREAL
Notary Public
STATE OF TEXAS
Notary ID# 11128424
My Comm. Exp. 07/11/2019

NOTARY PUBLIC - STATE OF TEXAS

AFTER RECORDING RETURN TO :
THE COUNTY OF HIDALGO, TEXAS
300 W. Hall Acres, Ste. G
Pharr, Texas 78577

PREPARED IN THE LAW OFFICE OF:
L.G. "JERRY" CANALES
6013 N. 10th Street
McAllen, Texas 78594
File No.: 131020

COUNTY: HIDALGO

Eng03.024B
March 31, 2011

HIGHWAY: South McColl Road

Sheet 1 of 3

PROJECT LIMITS: Dicker Road to Orangewood Drive

RCSJ: 0921-02-288
CCSJ: 0921-02-171

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FIELD NOTES FOR PARCEL – 8

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PARCEL 8
Sheet 2 of 3

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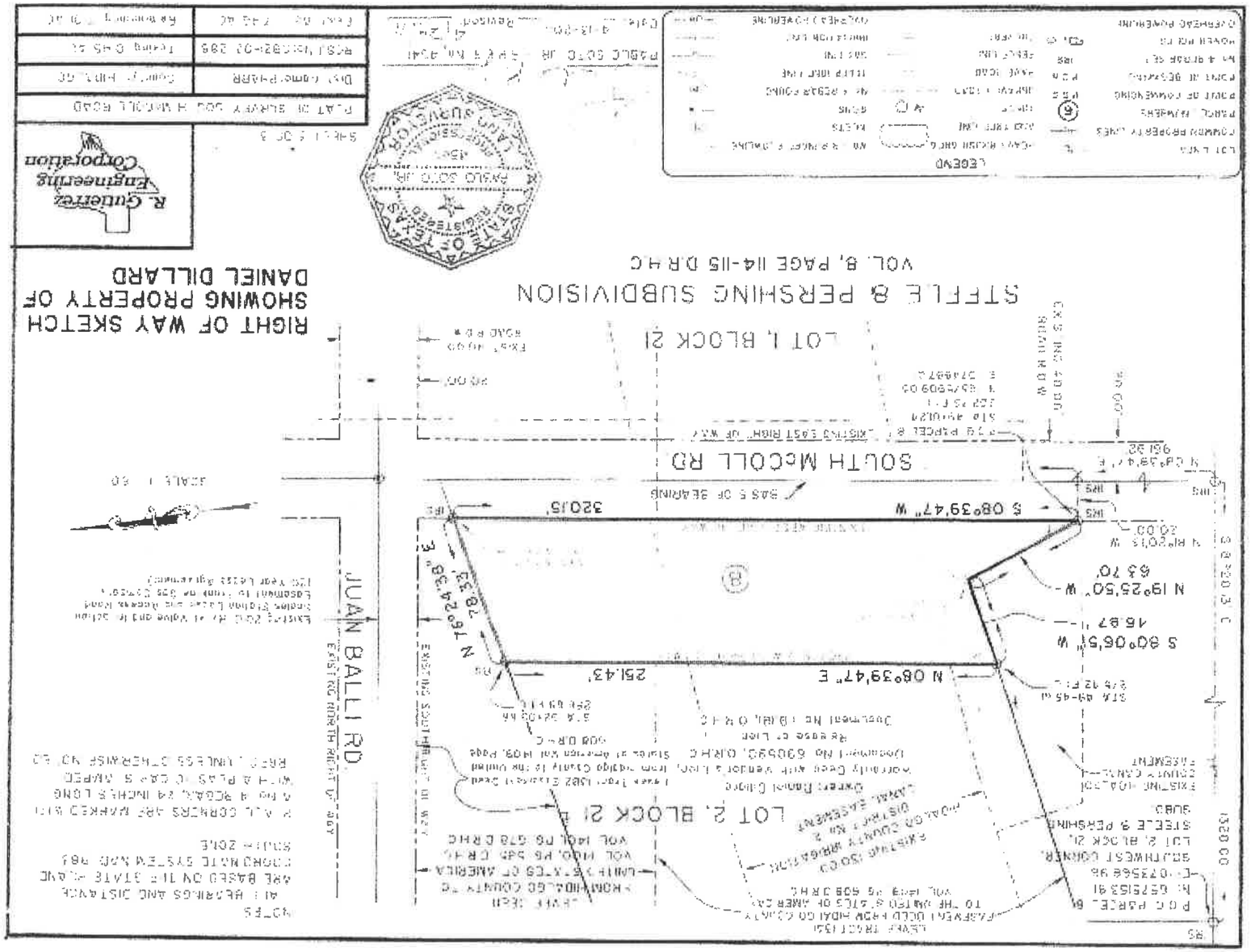
PABLO SOTO, Jr. – R.P.L.S. No. 4541
Date: 04-13-2011

Revised: _____


RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
DANIEL DILLARD
STEELE & PERSHING SUBDIVISION
VOL. 8, PAGE 114-115 D.R.H.C
LOT 1, BLOCK 21
LOT 2, BLOCK 21
SOUTH McCOLL RD
JUAN BALLI RD
S 08°39'47" W
320.15'
N 08°39'47" E
251.43'
N 19°25'50" W
63.70'
S 80°06'53" W
46.87'
N 78°24'38" E
78.32'
R. Gutierrez Engineering Corporation

AI-52814 Precinct #3 20. A.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

Precinct #3 - Road Maintenance (1200)
1. Approval to create one (1) full time temporary position not to exceed six (6) months.

Slot#	Dept./Program	PositionTitle	Proposed Budgeted Salary
T 0100	123-005	Office Clerk	$30,000.00

2. Approval of intradepartmental transfer.
3. Approval to revise the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1200-431-00-123-005-0-113

FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Funds available as of 1/4/16.

Attachments

Job Description

Fiscal Note

Transfer

PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/30/2015 02:14 PM
Budget & Management	Veronica Ortiz	12/30/2015 02:30 PM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Norma Ceballos Started On: 12/30/2015 10:44 AM
Final Approval Date: 01/01/2016

HIDALGO COUNTY PRECINCTS

OFFICE CLERK

GENERAL DESCRIPTION

Answers telephone, performs light clerical duties, greets and routes walk-ins clients.

EXAMPLES OF WORK PERFORMED

Answers telephones and directs phone calls to appropriate staff member; takes messages as required

Greets visitors and directs them to proper locations

Maintains daily activity log sheets

Performs light clerical work such as typing, filing and envelope stuffing

May be required to attend meetings from time to time and work extra work hours as deemed necessary

May maintain an inventory of supplies and equipment and orders replacements as needed to insure adequate stock

Regular attendance is a must

Ability to work well with others

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

Should have experience as a receptionist, strong telephone skills and log-keeping

Certificates, Licenses and Registration

Must have a current valid Texas motor vehicle operator's license

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

Knowledge, Skills, and Abilities

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County

Ability to use office equipment, such as computer terminal, copier, calculator, fax machine and multi-extension telephone

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

Knowledge of personal computer and software

May be required to utilize personal automobile on office related business

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

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, January 05, 2016 Agenda Item: 52814

Summary of request/proposal:
Pct 3 Rd Maintenance (1200): Approval of the following personnel action:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1200	Office Clerk	T100	121	0.00	15,000.00	15,000.00
				0.00	15,000.00	15,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1200-431-00-123-005-0-	121	PCT 3 RD MAINT-	TEMP F/T EMPLOYEES	$15,000.00
6-1200-431-00-123-005-0-	211	PCT 3 RD MAINT-	HEALTH INSURANCE	$0.00
6-1200-431-00-123-005-0-	212	PCT 3 RD MAINT-	LIFE INSURANCE	$0.00
6-1200-431-00-123-005-0-	220	PCT 3 RD MAINT-	FICA	$1,147.50
6-1200-431-00-123-005-0-	230	PCT 3 RD MAINT-	RETIREMENT	$0.00
6-1200-431-00-123-005-0-	250	PCT 3 RD MAINT-	UNEMPLOYMENT COMP	$90.00
6-1200-431-00-123-005-0-	260	PCT 3 RD MAINT-	WORKER'S COMP	$31.50
			2016 Budgetary Impact	$16,269.00

2017 Budgetary Impact: $16,269.00

Possible Funding Sources: Intradepartmental Transfer; lapsed salaries

Comments:

Hidalgo Co. Budget Office
2/3/2005

DATE: January 1, 2016

2016
Transfer

AI-52814

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management
for Pct 3 Rd Maintenance

ACCOUNT NUMBER: 6-1200-431-00-123-005-0-XX1

Contact Person: Debbie Tamez **Ph#:** (956) 292-7025 Ext. 5427

SUBJECT: **Intradepartmental transfer(s)** (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 Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
113	REG F/T EMPLOYEES	121	TEMP F/T EMPLOYEES	15,000.00
			TOTAL	$ 15,000.00

REASON:
Transfer needed to fund the creation of a Temporary position, not to exceed six months

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Precinct #3 - Rd. Maintenance (123-005) DATE: 12/30/2015

CURRENT POSITION TITLE: N/A CURRENT SLOT #: T-~~005-0~~100

REQUESTED POSITION TITLE: Office Clerk

REQUEST FOR:

[ ] New Position [X] Temporary Position [ ] Position Reclassification* [ ] Other _____

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ 15,000.00	$ 15,000.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [ ] Part Time Employee Object 114 [ ] $ 14.42 P/hr. — Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [X] Part Time Temporary Object 122 [ ] $ ~~14~~.42 X 1040 = 15,000 P/year dm.

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

TEMPORARY POSITIONS:

Jan-16	Jul-16	Mon. - Fri	40	6 Months
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	[X]		

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

Position is needed to assist in several office duties due to department's high demand of workload. Also office employee out on FMLA.

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

Copy attached.

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

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	Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	1/04/2016 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/6/2016 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

AI-52809 Precinct #4 21. A.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted By: Janie Alejos, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Resolution in honor of Hidalgo County Precinct #4 employees of the year.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #:

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Jorge Guzman

Leonardo Espinoza

Miguel Cabrera

Joel Beltran

Miguel Cabrera

Lizbeth Gonzalez

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/30/2015 08:57 AM
Manuel Chapa	Manuel Chapa	12/30/2015 09:33 AM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Janie Alejos Started On: 12/30/2015 08:38 AM

Final Approval Date: 01/01/2016

RESOLUTION IN HONOR OF
HIDALGO COUNTY PRECINCT 4 EMPLOYEE OF THE YEAR

WHEREAS, nominated by Sanitation Director, Regino Salinas and supported by each department supervisor, Jorge Guzman was awarded 2015 Employee of the Year for Hidalgo County Precinct 4.

WHEREAS, throughout the year of 2015, Guzman has served Hidalgo County Precinct 4 in an outstanding manner by demonstrating exemplary service through his work and exhibiting a positive and encouraging attitude. Guzman has been a devoted employee since 2000.

WHEREAS, criteria and work ethics were closely examined, but not limited to the following: dependability, punctuality, initiative, leadership, accountability, teamwork and adaptability.

WHEREAS, Jorge Guzman's dedication and service has helped Precinct 4 move forward. "Mr. Guzman's selflessness is visible during Precinct 4's most critical events, he takes on any workload without hesitation; he's punctual and dedicated," says Regino Salinas, Sanitation Director.

WHEREAS, Precinct 4 has witnessed his growth and shared his successes and commitment to Hidalgo County, Guzman is a good role model to his peers by demonstrating integrity, selflessness and professionalism to the people of the county he serves.

Now, therefore, be it RESOLVED that the Hidalgo County Commissioners' Court hereby recognizes and honors Jorge Guzman, for his dedication, outstanding service and commitment to serving residents of Precinct 4.

Approved this 5th day of January, 2016.

_____

RAMON GARCIA
County Judge

_____

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

_____

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

_____

JOE M. FLORES
County Commissioner, Pct. 3

_____

JOSEPH PALACIOS
County Commissioner, Pct. 4

_____

Attest: ARTURO GUAJARDO, JR.
Hidalgo County Clerk

RESOLUTION IN HONOR OF
HIDALGO COUNTY PRECINCT 4 EMPLOYEE OF THE YEAR

WHEREAS, nominated by "Road & Bridge Director, Roman Rodriguez" and supported by each department supervisor, Leonardo Espinoza was awarded 2015 Employee of the Year for Hidalgo County Precinct 4.

WHEREAS, throughout the year of 2015, Espinoza has served Hidalgo County Precinct 4 in an outstanding manner by demonstrating exemplary service through his work and exhibiting a positive and encouraging attitude. Espinoza has been a devoted employee since 2008.

WHEREAS, criteria and work ethics were closely examined, but not limited to the following: dependability, punctuality, initiative, leadership, accountability, teamwork and adaptability.

WHEREAS, Leonardo Espinoza's dedication and service has helped Precinct 4 move forward. "Mr. Espinoza takes on any workload without hesitation, with a positive attitude; he's a great employee to our team," says Roman Rodriguez, Road & Bridge Director.

WHEREAS, Precinct 4 has witnessed his growth and shared his successes and commitment to Hidalgo County, Espinoza is a good role model to his peers by demonstrating integrity, selflessness and professionalism to the people of the county he serves.

Now, therefore, be it RESOLVED that the Hidalgo County Commissioners' Court hereby recognizes and honors Leonardo Espinoza, for his dedication, outstanding service and commitment to serving residents of Precinct 4.

Approved this 5th day of January, 2016.

_____
RAMON GARCIA
County Judge

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

_____
EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct. 3

_____
JOSEPH PALACIOS
County Commissioner, Pct. 4

_____
Attest: ARTURO GUAJARDO, JR.
Hidalgo County Clerk

RESOLUTION IN HONOR OF
HIDALGO COUNTY PRECINCT 4 EMPLOYEE OF THE YEAR

WHEREAS, nominated by Drainage Director, Jorge Guerra and supported by each department supervisor, Miguel Cabrera was awarded 2015 Employee of the Year for Hidalgo County Precinct 4.

WHEREAS, throughout the year of 2015, Cabrera has served Hidalgo County Precinct 4 in an outstanding manner by demonstrating exemplary service through his work and exhibiting a positive and encouraging attitude. Cabrera has been a devoted employee since 2011.

WHEREAS, criteria and work ethics were closely examined, but not limited to the following: dependability, punctuality, initiative, leadership, accountability, teamwork and adaptability.

WHEREAS, Miguel Cabrera's dedication and service has helped Precinct 4 move forward. "Mr. Cabrera's greatest skill is his hunger for knowledge, he takes on any workload without hesitation; he's always willing to help," says Jorge Guerra, Drainage Director.

WHEREAS, Precinct 4 has witnessed his growth and shared his successes and commitment to Hidalgo County, Cabrera is a good role model to his peers by demonstrating integrity, selflessness and professionalism to the people of the county he serves.

Now, therefore, be it RESOLVED that the Hidalgo County Commissioners' Court hereby recognizes and honors Miguel Cabrera, for his dedication, outstanding service and commitment to serving residents of Precinct 4.

Approved this 5th day of January, 2016.

_____
RAMON GARCIA
County Judge

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

_____
EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct. 3

_____
JOSEPH PALACIOS
County Commissioner, Pct. 4

_____
Attest: ARTURO GUAJARDO, JR.
Hidalgo County Clerk

RESOLUTION IN HONOR OF
HIDALGO COUNTY PRECINCT 4 EMPLOYEE OF THE YEAR

WHEREAS, nominated by Parks Director, Jaime Guerra and supported by each department supervisor, Joel Beltran was awarded 2015 Employee of the Year for Hidalgo County Precinct 4.

WHEREAS, throughout the year of 2015, Beltran has served Hidalgo County Precinct 4 in an outstanding manner by demonstrating exemplary service through his work and exhibiting a positive and encouraging attitude. Beltran has been a devoted employee since 2012.

WHEREAS, criteria and work ethics were closely examined, but not limited to the following: dependability, punctuality, initiative, leadership, accountability, teamwork and adaptability.

WHEREAS, Joel Beltran's dedication and service has helped Precinct 4 move forward. "Mr. Beltran is very knowledgeable with the duties that pertain to the parks department and takes on any workload without hesitation; he's very dependable," says Jaime Guerra, Parks Director.

WHEREAS, Precinct 4 has witnessed his growth and shared his successes and commitment to Hidalgo County, Beltran is a good role model to his peers by demonstrating integrity, selflessness and professionalism to the people of the county he serves.

Now, therefore, be it RESOLVED that the Hidalgo County Commissioners' Court hereby recognizes and honors Joel Beltran, for his dedication, outstanding service and commitment to serving residents of Precinct 4.

Approved this 5th day of January, 2016.

_____
RAMON GARCIA
County Judge

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

_____
EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct. 3

_____
JOSEPH PALACIOS
County Commissioner, Pct. 4

_____
Attest: ARTURO GUAJARDO, JR.
Hidalgo County Clerk

RESOLUTION IN HONOR OF
HIDALGO COUNTY PRECINCT 4 EMPLOYEE OF THE YEAR

WHEREAS, nominated by Drainage Director, Jorge Guerra and supported by each department supervisor, Miguel Cabrera was awarded 2015 Employee of the Year for Hidalgo County Precinct 4.

WHEREAS, throughout the year of 2015, Cabrera has served Hidalgo County Precinct 4 in an outstanding manner by demonstrating exemplary service through his work and exhibiting a positive and encouraging attitude. Cabrera has been a devoted employee since 2011.

WHEREAS, criteria and work ethics were closely examined, but not limited to the following: dependability, punctuality, initiative, leadership, accountability, teamwork and adaptability.

WHEREAS, Miguel Cabrera's dedication and service has helped Precinct 4 move forward. "Mr. Cabrera's greatest skill is his hunger for knowledge, he takes on any workload without hesitation; he's always willing to help," says Jorge Guerra, Drainage Director.

WHEREAS, Precinct 4 has witnessed his growth and shared his successes and commitment to Hidalgo County, Cabrera is a good role model to his peers by demonstrating integrity, selflessness and professionalism to the people of the county he serves.

Now, therefore, be it RESOLVED that the Hidalgo County Commissioners' Court hereby recognizes and honors Miguel Cabrera, for his dedication, outstanding service and commitment to serving residents of Precinct 4.

Approved this 5th day of January, 2016.

_____
RAMON GARCIA
County Judge

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

_____
EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct. 3

_____
JOSEPH PALACIOS
County Commissioner, Pct. 4

_____
Attest: ARTURO GUAJARDO, JR.
Hidalgo County Clerk

RESOLUTION IN HONOR OF
HIDALGO COUNTY PRECINCT 4 EMPLOYEE OF THE YEAR

WHEREAS, nominated by General Operations Manager, Jesus Ozuna and supported by each department supervisor, Lizbeth Gonzalez was awarded 2015 Employee of the Year for Hidalgo County Precinct 4.

WHEREAS, throughout the year of 2015, Gonzalez has served Hidalgo County Precinct 4 in an outstanding manner by demonstrating exemplary service through her work and exhibiting a positive and encouraging attitude.

WHEREAS, criteria and work ethics were closely examined, but not limited to the following: dependability, punctuality, initiative, leadership, accountability, teamwork and adaptability.

WHEREAS, Lizbeth Gonzalez's dedication and service has helped Precinct 4 move forward. "Miss. Gonzalez became a great addition to our team when she started this year. She has been instrumental in shinning a light on what Precinct 4 does for our constituents on a daily basis," says General Operations Manager, Jesus Ozuna.

WHEREAS, Precinct 4 has witnessed her growth and shared her successes and commitment to Hidalgo County, Gonzalez is a good role model to her peers by demonstrating integrity, selflessness and professionalism to the people of the county she serves.

Now, therefore, be it RESOLVED that the Hidalgo County Commissioners' Court hereby recognizes and honors Lizbeth Gonzalez, for her dedication, outstanding service and commitment to serving residents of Precinct 4.

Approved this 5th day of January, 2016.

_____
RAMON GARCIA
County Judge

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

_____
EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct. 3

_____
JOSEPH PALACIOS
County Commissioner, Pct. 4

_____
Attest: ARTURO GUAJARDO, JR.
Hidalgo County Clerk

AI-52739 Precinct #4 21. B.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted For: Lulu Lucio, COMM. PCT. #4 Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COMM. PCT. #4

Information

CAPTION

1. Approval of Amendment and Restatement of that certain Interlocal Cooperation Agreement between the County of Hidalgo and City of Edinburg, Texas concerning certain improvements to FM 1925 (Monte Cristo) From McColl Rd to 1,500 ft West of 10th Street
2. In accordance with Texas Govt. Code Section 791.014, approval of proposed project regarding certain improvements to FM 1925 (Monte Cristo) From McColl Rd to 1,500 ft West of 10th Street

BACKGROUND

Fiscal Impact

FISCAL YEAR:	201X ACCT. #:	X-1315-431-00-124-154-0-721/841
FUNDS AVAILABLE Y/N?:	MATCHING FUNDS Y/N?:	

BUDGETARY IMPACT:

Whereas, the Hidalgo County Metropolitan Planning Organization (HCMPO) has identified this project as a high priority corridor and has assigned Federal funds toward its completion; and

Whereas, the total project cost is estimated to be $2,073,927 of which County will contribute an estimated amount of $1,073,927; and
Whereas, the City desires to cooperate by contributing a fixed lump sum amount of $1,000,000 to the County toward the project development activities on or before December 1, 2016; and

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Attachments

agreement

legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/22/2015 04:05 PM
Manuel Chapa	Manuel Chapa	12/29/2015 10:53 AM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Monica Badillo Started On: 12/22/2015 12:09 PM

Final Approval Date: 01/01/2016

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT AND RESTATEMENT OF THAT CERTAIN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND CITY OF EDINBURG, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO FM 1925 (MONTE CRISTO) FROM MCCOLL RD. TO 1,500 FEET WEST OF 10TH STREET

THIS agreement is made on this the _____ day of _____, 20__ by and between the CITY OF EDINBURG,TEXAS, hereinafter referred to as the "CITY" and the COUNTY OF HIDALGO, Texas hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the City is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, the County is a county in the State of Texas; and

WHEREAS, on or about February 17, 2015, the City of Edinburg ("City") and Hidalgo County (the "County") entered into an Interlocal Cooperation Agreement (the "Agreement") regarding certain road improvements to FM 1925 (Monte Cristo Road) from McColl Road to fifteen hundred feet west of 10th Street (the "Road"), a section which is in part within the city limits of City and in part within County jurisdiction; and

WHEREAS, the Hidalgo County Metropolitan Planning Organization (HCMPO) has identified this project as a high priority corridor and has assigned Federal funds toward its completion; and

WHEREAS, the County has been designated by TxDOT an eligible entity to receive reimbursements for work related to the Road within the county and city limits; and

WHEREAS, the County will be the fiduciary agent for this Project and assume the role of project development lead; and

WHEREAS, the County desires to fully implement the improvements required to complete the Road which will include engineering, environmental, Right-of-Way (ROW)) Map, and acquisition of certain ROW; and

WHEREAS, the total project cost is estimated to be $2,073,927 of which County will contribute an estimated amount of $1,073,927; and

WHEREAS, the City desires to cooperate by contributing a fixed lump sum amount of $1,000,000 to the County toward the project development activities on or before December 1, 2016; and

WHEREAS, the County and City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act; and

WHEREAS, the County and City agree it is essential to upgrade and add capacity to the portion of FM 1925 between McColl Rd. and 10th Street to a four lane urban roadway; and

WHEREAS, the City has requested the County provide all of the services required to negotiate the acquisition of ROW required for the expansion of FM 1925 in the name of the State; and

WHEREAS, the City agrees to support the proposition that the County assume the role as project sponsor to develop all aspects of the Road project within the city limits.

NOW, THEREFORE, County and City, in consideration of the mutual covenants expressed hereinafter, agree to amend and restate the Original Agreement in its entirety and the Original Agreement is superseded by the terms of the restated agreement as follows:

1. The County agrees to develop all aspects of project development activities, including engineering, environmental, public involvement and the acquisition of right-of-way for the Road within the city limits of the City, including but not limited to, compensable utilities and utility relocation required, title reports, title policies, appraisals, recording fees, closing costs, and cost of land and condemnation.

2. The Road at various points, passes through the jurisdiction of City and County and forms a connecting link or integral part of the County road system.

3. The City agrees to contribute a fixed lump sum amount of $1,000,000 to the County toward the completion of the project on or before December 1, 2016.

4. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

5. City, pursuant to Tex. Trans. Code 251.012, authorizes County to perform the work and services described herein within its corporate city limits.

6. Conflict of 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 their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

7. No Waiver: No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding of succeeding breach of the same or any other provision hereof.

8. 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 agreement or representative) and 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 the City and County, and not otherwise.

9. TEXAS LAW TO APPLY: THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to City: City of Edinburg
Attention: Richard H. Garcia, Mayor
415 W. University Dr.
Edinburg, Texas 78541

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, Hidalgo County Judge
P. O. Box 758
Edinburg, Texas 78540-0758

With copy to: Joseph Palacios, Commissioner, Precinct No. 4
1051 N. Doolittle Rd.
Edinburg, Texas 78542

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

12. Additional Documents: The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this agreement.

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

14. Assignment: This Agreement shall not be assignable.

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

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

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

18. Governmental Purpose. Each party hereto is entering into the agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

19. Commitment or Current Revenues Only. In the event that during any term hereof; the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any

party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF EDINBURG

By: _____
Ramiro Garza Jr., City Manager

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:
PALACIOS & ASSOCIATES, P.C.

By: _____
City Attorney

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
County Clerk

APPROVED AS TO FORM:
ATLAS & HALL, LLP

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project regarding certain road improvements to FM 1925 (Monte Cristo Rd.) from McColl Road to 1,500 feet West of 10th Street (the "Road"), a section which is in part within the city limits of City and in part within County jurisdiction through an Interlocal Cooperation Agreement to be entered into with the City of Edinburg, Texas, and Hidalgo County.

By vote on_____ 2016, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

Zimbra **juanita.alejos@co.hidalgo.tx.us**

Fwd: Fwd: Amendment and Restatement of ILA FM 1925 (Monte Cristo) From McColl Rd to 1,500 ft West of 10th Street

From : Monica Badillo <monica.badillo@co.hidalgo.tx.us> Wed, Dec 30, 2015 10:01 AM

Subject : Fwd: Fwd: Amendment and Restatement of ILA FM 1925 (Monte Cristo) From McColl Rd to 1,500 ft West of 10th Street

To : Janie Alejos, Executive Off. <juanita.alejos@co.hidalgo.tx.us>

Janie,
I cant save this as a pdf...can you save email and attach to AI #52739?- (name it legal)
Thanks,

Monica Salinas Badillo, Court Administrator
Hidalgo County Executive Office2818 S. Bus. Hwy. 281Edinburg, Texas 78539
(956) 292-7655 ext. 5602
(956) 292-7034 (fax)

----- Forwarded Message -----
From: Maria Lucio <maria.lucio@co.hidalgo.tx.us>
To: Monica Badillo <monica.badillo@co.hidalgo.tx.us>
Cc: Jesus Ozuna <jesus.ozuna@co.hidalgo.tx.us>, Manuel Chapa <manuel.chapa@co.hidalgo.tx.us>
Sent: Wed, 30 Dec 2015 08:37:33 -0600 (CST)
Subject: Fwd: Amendment and Restatement of ILA FM 1925 (Monte Cristo) From McColl Rd to 1,500 ft West of 10th Street

Good Morning Moni,

The following is Mr. Crain's approval for the Amended Interlocal Agreement, please attach as back up.
Should you need anything else please let me know, thank you!

Happy New Year!

Respectfully,

Lulu Lucio
Executive Assistant
Hidalgo County Precinct #4

Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

----- Forwarded Message -----
From: "Steve Crain" <scrain@atlashall.com>
To: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
Sent: Wednesday, December 30, 2015 7:49:23 AM
Subject: RE: Amendment and Restatement of ILA FM 1925 (Monte Cristo) From McColl Rd to 1,500 ft West of 10th Street

Yes.

-----Original Message-----
From: Maria Lucio [mailto:maria.lucio@co.hidalgo.tx.us]
Sent: Tuesday, December 29, 2015 4:38 PM
To: Steve Crain <scrain@atlashall.com>
Subject: Re: Amendment and Restatement of ILA FM 1925 (Monte Cristo) From McColl Rd to 1,500 ft West of 10th Street

It is approved as to form then?

Respectfully,

Lulu Lucio
Executive Assistant
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

----- Original Message -----
From: "Steve Crain" <scrain@atlashall.com>
To: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
Sent: Monday, December 28, 2015 10:53:30 AM
Subject: RE: Amendment and Restatement of ILA FM 1925 (Monte Cristo) From McColl Rd to 1,500 ft West of 10th Street

Was it approved by the City commission?

-----Original Message-----
From: Maria Lucio [mailto:maria.lucio@co.hidalgo.tx.us]
Sent: Monday, December 28, 2015 10:42 AM
To: Steve Crain <scrain@atlashall.com>
Subject: Fwd: Amendment and Restatement of ILA FM 1925 (Monte Cristo) From McColl Rd to 1,500 ft West of 10th Street
Importance: High

Good Morning Mr. Crain,

Attached for your approval to form is the Amendment and Restatement of ILA FM 1925(Monte Cristo)from McColl Rd to 1,500ft West of 10th Street.
The amendment was approved and signed by the City of Edinburg on September 15, 2015.

Should you have any questions or require additional information please let me know, thank you!

Respectfully,

Lulu Lucio
Executive Assistant
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

----- Forwarded Message -----
From: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
To: "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>
Cc: "Jesus Ozuna" <jesus.ozuna@co.hidalgo.tx.us>, "Jose Ochoa" <jose.ochoa@co.hidalgo.tx.us>, "Veronica Lopez" <veronica.lopez@co.hidalgo.tx.us>, "joseph palacios" <joseph.palacios@co.hidalgo.tx.us>
Sent: Friday, December 18, 2015 4:47:11 PM
Subject: Amendment and Restatement of ILA FM 1925 (Monte Cristo) From McColl Rd to 1,500 ft West of 10th Street

Good Afternoon Moni,

Can you please place the following Amendment and Restatement of ILA FM 1925 (Monte Cristo) From McColl Rd to 1,500 ft West of 10th Street on agenda for Tuesday, January 5th?
I am sending it to Mr. Crain for approval and will forward that once I receive it, thank you!

Merry Christmas to you and your family!!

Respectfully,

Lulu Lucio
Executive Assistant
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905

maria.lucio@co.hidalgo.tx.us

AI-52797

Budget and Management 22.
A.

CC - REGULAR
Meeting Date: 01/05/2016
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration and possible action on commencing the mid-year Salary Related Adjustments (approved during FY2016 Budget Adoption) on January 11, 2016.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/29/2015 01:18 PM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Sergio Cruz Started On: 12/29/2015 11:36 AM
Final Approval Date: 01/01/2016

AI-52801

Budget and Management 22. B.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted By: Debbie Tamez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Title IV-E Child Welfare Services (1100):
1. Approval of the revised Title IV-E Child Welfare Services Grant Budget (Contract #23941009) for October 1, 2015 - September 30, 2016.
2. Approval for County Judge to sign required documents.

BACKGROUND

As per the Texas Department of Family & Protective Services, budget form must be revised and resubmitted.

Fiscal Impact

FISCAL YEAR: SEE BELOW ACCT. #: SEE BELOW

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

BUDGETARY IMPACT:

STATE FY 2016
The County matches 100% of all costs related to Title IV-E County Child Welfare Services. However, the Texas Department of Family and Protective Services reimburses the county for part of the expenses when the County handles Title IV-E cases. Actual reimbursement is based on Eligible Population Rate (EPR) in effect for the county during the month in which the expenses are incurred. The reimbursement is then receipted in a General Fund revenue account number (6-1100-331-12-360-001-0-000).

Attachments

Budget - Revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/29/2015 04:16 PM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Debbie Tamez Started On: 12/29/2015 01:59 PM

Final Approval Date: 01/01/2016

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE

Summary

County:	Hidalgo County
Contract Number:	23941009
Budget Effective Date:	10/1/2015-9/30/2016

Cost Category	*Estimated Total Expenses Allocable to Title IV-E*	*Total Anticipated Federal Reimbursement*	*Total Anticipated County Match*
A. Administration			
A.1. Direct Personnel Salaries	$83,437.32	$18,280.28	$65,157.04
A.2. Direct Personnel Fringe Benefits	$34,010.27	$7,451.31	$26,558.96
A.3. Direct Personnel Travel	$0.00	$0.00	$0.00
A.4. Direct Materials and Supplies	$0.00	$0.00	$0.00
A.5. Direct Equipment	$0.00	$0.00	$0.00
A.6. Direct Other Costs	$2,500.00	$547.73	$1,952.28
Total Administration	*$119,947.59*	*$26,279.32*	*$93,668.27*
B. Training			
B.1. Title IV-E Training (75%)	$0.00	$0.00	$0.00
B.2. Title IV-E Fostering Connections Training (65%)	$0.00	$0.00	$0.00
B.3. Non-Title IV-E Training (50%)	$0.00	$0.00	$0.00
Total Training	*$0.00*	*$0.00*	*$0.00*
C. Supplemental Foster Care Maintenance (SFCM)			
Total SFCM	*$4,200.00*	*$2,399.46*	*$1,800.54*
D. Indirect Costs (if applicable)			
Indirect Cost Base	*$0.00*	*$0.00*	*$0.00*
Grand Total	**$124,147.59**	**$28,678.78**	**$95,468.81**

***Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 3rd quarter of the preceding fiscal year:**	**43.818%**
Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.	
*** Estimated Federal Reimbursement for Supplemental Foster Care Maintenance expenses based on Federal Medicaid Assistance Percentage (FMAP) rate in effect during preceding fiscal year:**	**57.13%**
Actual reimbursement will be based on FMAP rate in effect at the time reimbursement is made to contractor.	
Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs):	**0.000%**

Contractor Certification

Signature _____ *Date* _____

Printed Name & Title

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE

Administration
A.1. Direct Personnel Salaries

County: Hidalgo County

Contract Number: 23941009

Budget Effective Date: 10/1/2015-9/30/2016

Position or Title	A	B	C	D	E	F
	Monthly Salary	% of Time Spent on IV-E Activities	Number of Months of Service	Estimated Total Expense* (AxBxC)	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Human Services Technician	$2,328.47	100%	12	$27,941.64	$6,121.73	$21,819.91
Human Services Technician	$2,372.38	100%	12	$28,468.56	$6,237.18	$22,231.38
Human Services Technician	$2,252.26	100%	12	$27,027.12	$5,921.37	$21,105.75
				$0.00	$0.00	$0.00
				$0.00	$0.00	$0.00
				$0.00	$0.00	$0.00
			Total Direct Personnel Salaries	$83,437.32	$18,280.28	$65,157.04

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE

Administration A.2. Direct Personnel Fringe Benefits			
	County:	Hidalgo County	
	Contract Number:	23941009	
	Budget Effective Date:	10/1/2015-9/30/2016	
Type of Fringe Benefits	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated EPR x 50% FFP)**	**Anticipated County Match**
Health Insurance	$17,852.13	$3,911.22	$13,940.91
Life Insurance	$113.13	$24.79	$88.34
FICA	$6,382.95	$1,398.44	$4,984.51
Retirement	$8,869.40	$1,943.20	$6,926.20
Unemployment Compensation	$500.62	$109.68	$390.94
Workers' Compensation	$292.04	$63.98	$228.06
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
Total Direct Personnel Fringe Benefits	$34,010.27	$7,451.31	$26,558.96

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE

Administration A.3. Direct Personnel Travel			
	County:	Hidalgo County	
	Contract Number:	23941009	
	Budget Effective Date:	10/1/2015-9/30/2016	
Type of Travel Expense Note: only include travel NOT related to personnel training	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated EPR x 50% FFP)**	**Anticipated County Match**
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
Total Direct Personnel Travel	$0.00	$0.00	$0.00

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE

Administration A.4. Direct Materials and Supplies			
	County:	Hidalgo County	
	Contract Number:	23941009	
	Budget Effective Date:	10/1/2015-9/30/2016	
Materials and Supplies (description)	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated EPR x 50% FFP)**	**Anticipated County Match**
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
Total Direct Materials and Supplies	$0.00	$0.00	$0.00

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE

Administration
A.5. Direct Equipment

County: Hidalgo County

Contract Number: 23941009

Budget Effective Date: 10/1/2015-9/30/2016

Equipment (description)	Method Used (rent/lease/ purchase)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
Total Direct Equipment		$0.00	$0.00	$0.00

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE

Administration A.6. Direct Other Costs			
	County:	Hidalgo County	
	Contract Number:	23941009	
	Budget Effective Date:	10/1/2015-9/30/2016	
Other Costs (description)	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated EPR x 50% FFP)**	**Anticipated County Match**
Court Costs & Investigation	$2,500.00	$547.73	$1,952.28
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
Total Direct Other Costs	$2,500.00	$547.73	$1,952.28

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE

B. Training

B.1. Title IV-E Training (75%)

County: Hidalgo County

Contract Number: 23941009

Budget Effective Date: 10/1/2015-9/30/2016

Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transportation (amount allocable to Title IV-E)	Subtotal	Number of Employees Attending	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 75% FFP)	Anticipated County Match
NOTE: Form 9321 *Training Expense Documentation Form* must be submitted to DFPS for review/approval by Federal Funds prior to training.									
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
				Total Training			$0.00	$0.00	$0.00

* estimated amount allocable to Title IV-E

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE

B. Training

B.2. Title IV-E Fostering Connections Training (65%)

County: Hidalgo County

Contract Number: 23941009

Budget Effective Date: 10/1/2015-9/30/2016

Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transportation* (amount allocable to Title IV-E)	Subtotal	Number of Attendees	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 65% FFP)	Anticipated County Match
NOTE: Form 9321 *Training Expense Documentation Form* must be submitted to DFPS for review/approval by Federal Funds prior to training.									
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
				Total Training			$0.00	$0.00	$0.00

* estimated amount allocable to Title IV-E

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE

B. Training

B.3. Non-Title IV-E Training (50%)

County: Hidalgo County

Contract Number: 23941009

Budget Effective Date: 10/1/2015-9/30/2016

Training (Description and Title)	**Registration*** (amount allocable to Title IV-E)	**Lodging*** (amount allocable to Title IV-E)	**Meals*** (amount allocable to Title IV-E)	**Transportation*** (amount allocable to Title IV-E)	**Subtotal**	**Number of Employees Attending**	**Estimated Total Expense***	**Anticipated Federal Reimbursement** (estimated EPR x 50% FFP)	**Anticipated County Match**
NOTE: Form 9321 *Training Expense Documentation Form* must be submitted to DFPS for review/approval by Federal Funds prior to training.									
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
				Total Training			$0.00	$0.00	$0.00

* estimated amount allocable to Title IV-E

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE

C. Supplemental Foster Care Maintenance (SFCM)			
	County:	Hidalgo County	
	Contract Number:	23941009	
	Budget Effective Date:	10/1/2015-9/30/2016	
Other Costs (description)	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated FMAP)**	**Anticipated County Match**
Allowances		$0.00	$0.00
Clothing	$2,200.00	$1,256.86	$943.14
Gifts		$0.00	$0.00
Graduation Expenses		$0.00	$0.00
Personal Items		$0.00	$0.00
		$0.00	$0.00
Reasonable Child Specific Travel	$2,000.00	$1,142.60	$857.40
Total Direct Other Costs	$4,200.00	$2,399.46	$1,800.54

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE

Budget Narrative

County:	**Hidalgo County**
Contract Number:	**23941009**
Budget Effective Date:	**10/1/2015-9/30/2016**

Clearly describe each expense to be incurred and billed to this contract. Refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County

A. Administration

A.1. Direct Personnel Salaries

Salaries of employees that will be assigned tasks to help meet the work constraints facing Child Protective Services (CPS). These individuals function as assistants to agency staff and supervisors in providing human services to Child Protective Services (CPS) clients. The staff is assigned Title IV-E activities and cases that meet Title IV-E criteria to allow for potential reimbursement by the State. The salaries set forth for all employees cover full time work status. The total amount is $83,437.32 for the Human Services Technician salaries, including longevity pay.

A.2. Direct Personnel Fringe Benefits

Fringe benefits of employees performing Title IV-E activities as Human Services Technicians.

A.3. Direct Personnel Travel

A.4. Direct Materials and Supplies

A.5. Direct Equipment

A.6. Direct Other Costs

Costs associated with court costs & investigation.

B. Training

B.1. Title IV-E Training (75%)

B.2. Title IV-E Fostering Connections Training (65%)

B.3. Non-Title IV-E Training (50%)

C. Supplemental Foster Care Maintenance (SFCM)

Costs associated with providing the children with clothing/uniforms and for reasonable child specific travel.

D. Indirect Costs (if applicable)

AI-52746

Budget and Management 22.
C.

CC - REGULAR
Meeting Date: 01/05/2016
Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

Salary Schedule - Various Departments:
1. Approval to correct salary schedule discrepancies adopted during the budget process as listed in Exhibit A, effective first full pay period of 2016.
2. Approval of transfer(s).
3. Approval to revise the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

Attachments
corrections

Form Review

Inbox	Reviewed By	Date
Damaris San Miguel (Originator)	Damaris San Miguel	12/23/2015 01:03 PM
Budget & Management	Debbie Tamez	12/30/2015 04:57 PM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Damaris San Miguel Started On: 12/22/2015 05:23 PM
Final Approval Date: 01/01/2016

HIDALGO COUNTY

Department Of Budget & Management

Exhibit A

Correction to Adopted Salary Schedule

As of September 29, 2015

2016 - Adopted					2016 Actual/Correction				
Fund	Department Name	Slot	Position Title	2016 AdoptedSalary	Slot	Position Title	2016 Actual Salary [1]	Variance	Reason
1100	JP Pct. 1/1	0004	Asst Court Coordinator	34,605.00	0004	Clerk IV	35,010.00	405.00	Incorrect slot number
1100	JP Pct. 1/1	0006	Clerk IV	35,010.00	0006	Asst Court Coordinator	34,605.00	(405.00)	Incorrect slot number
1200	Precinct 4 BCAP	0002	Fix Asset Manager	3,919.00	0002	Accounts Payable Specialist III	3,919.00	-	Title Change not entered into SS
1200	Precinct 4 Rd Maintenance	0004	Accounts Payable Specialist III	-	0004	Accounts Payable Specialist III	4,000.00	4,000.00	Supplemental Pay - Not entered into SS

AI-52714

Purchasing Department 23.
A. 1.

CC - REGULAR
Meeting Date: 01/05/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Yolanda Velasquez, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

a. Presentation of scoring grid for the purpose of ranking by Commissioners' Court, the Statement of Qualification responses received in connection with the Request for Qualifications for: "Professional Auditing Services" - RFQ-2015-328-12-02;

COMPANY	AVERAGE SCORE	RANKED
Patillo, Brown & Hill	93.14	
Burton, McCumber & Cortex	96.57	
Long Chilton, LLP	93.86	
Belt Harris Pechacek, LLLP	91.43	

b. Authority for Purchasing Department to commence negotiations with the number one ranked participant/firm of in order to finalize an engagement/contract for the provision of professional independent audit services for Hidalgo County including all applicable agencies and/or programs.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Each applicable user under this engagement would need to secure and approporate sufficient funidntg.

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Attachments

Scoring Grid

Participation-Acceptance

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/30/2015 04:33 PM
Budget & Management	Veronica Ortiz	12/30/2015 04:49 PM
Manuel Chapa	Manuel Chapa	12/30/2015 04:57 PM
Auditor's Office	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Yolanda Velasquez Started On: 12/17/2015 03:53 PM

Final Approval Date: 01/01/2016

HIDALGO COUNTY-RFA № 2015-328-12-02-YZV
"PROFESSIONAL AUDITING SERVICES"
SCORING GRID

EVALUATION CRITERIA	PARTICIPANTS																								
	Patillo, Brown & Hill							Burton, McCumber & Cortez							Long Chilton, LLP							Belt Harris Pechacek, LLLP						
	GRADERS							GRADERS							GRADERS							GRADERS						
	1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7
EXPERTISE AND EXPERIENCE	70	60	63	70	60	70	68	70	70	68	65	68	70	70	70	68	62	65	68	70	68	70	57	64	64	64	70	67
AUDIT APPROACH	25	24	30	30	27	26	29	28	27	30	23	28	29	30	26	27	30	20	25	28	30	20	22	30	30	28	25	29
TOTAL	95	84	93	100	87	96	97	98	97	98	88	96	99	100	96	95	92	85	93	98	98	90	79	94	94	92	95	96
TOTAL SCORES	652							676							657							640						
TOTAL AVERAGES	93.14							96.57							93.86							91.43						
RANKING (Upon review and approval by Hidalgo County CC)																												

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ ACCEPTANCE DATE: ~~**December 02, 2015**~~ **changed as per Addendum 1 dated 11/24/2015 to DECEMBER 09, 2015**	**RFQ ACCEPTANCE TIME:** 9:30 A.M.
DESCRIPTION OF RFQ: HIDALGO COUNTY –"PROFESSIONAL AUDITING SERVICES"	
RFQ NO: 2015-328-12-02-YZV	**BUYER: Yolanda Velasquez**

RFQ	NAME OF COMPANY	ADDENDUM 1	ACKNOWLEDGED
#1	**Patillo, Brown & Hill**	√	√
#2	**Burton, McCumber & Cortez**	√	√
#3	**Long Chilton, LLP**	√	√
#4	**Belt Harris Pechacek, LLLP**	√	√
#5			
#6			
#7			
#8			

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ&P PACKETS

IBF-RFB-RFP-RFQ-RFQ&P-RFI

RFQ ACCEPTANCE DATE: December 02, 2015 **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DEPARTMENT/RFQ/P DESCRIPTION: "PROFESSIONAL AUDITING SERVICES".

RFQ NO: 2015-328-12-02-YZV

	NAME OF BIDDER: COMPANY/FIRM & REPRESENTATIVE'S NAME	RFQ REQUEST	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY, STATE, ZIP CODE PHONE & FAX NUMBERS
01	Burton McCumber & Cortez Adelita Felix	Email	Adelita.felix@bmctexas.com	11/16/15	205 Pecan Blvd. McAllen, Texas 78501 Tel: 956-618-2300
02	Prime Vendor, INC. Julie Mapes	Email	Work41@prime-vendor.com	11/18/15	4622 Cedar Ave. Ste 124 Wilmington, NC 28403 Tel: 800-746-9554
03	Internal Audit & SOX Consultant Vanessa M. Johnson	Email	Vanessa@vmjohnsoncpa.com	11/19/15	12335 Kingsride Lane #245 Houston, Texas 77024 Tel: 501-680-8429
04	Belt Harris Pechacek, LLLP Debra D. Fulcher	Email	dfulcher@txauditors.com	11/19/15	3210 Bingle Rd. Ste 300 Souston, Texas 77055 Tel: 713-263-1123
05	inTelesystems John R. Ray	Email	jrray@interlesystems.com	11/19/15	17400 Dallas Parkway Ste 100 Dallas, Texas 75287 Tel: 972-738-1215
06	Pattillo, Brown & Hill LLP Pablo Bazaldua III	Email	pbazaldua@pbhcpa.com	11/19/15	7650 East 7th Street Brownsville, Texas 78520 Tel: 956-544-7778
07	Garcia & Peña, CPA's Attn. Manuel B. Garcia	Email	gpcpa@rgv.rr.com	11/19/15	301 W. 4th Street Weslaco, Texas 78596 Tel: 956-969-4460
08	Long Chilton, LLP Ruben Moreno	Email	rmoreno@longchilton.com	11/19/15	4100 N.023rd St McAllen, Texas 78504 Tel: 956-686-3701
09	NGM INC. Nick Bernardo	Email	nick@netgain4results.com	11/30/15	Pending requested contact information
10					
11					

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

AI-52724

Purchasing Department 23.
A. 2.

CC - REGULAR
Meeting Date: 01/05/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Yolanda Velasquez, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262-024 (a)(7); an item that can only be obtained from only one source;

b. Approval of a **"Sole Source Declaration"** for **"R Communications"** for the Service of "**Broadcasting of Commissioners' Court Meetings"** with said service to remain in effect unless revoked by Hidalgo County Commissioner's Court or terminated as provided under page four (4) of contract section sixteeen (16).

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

This aspect of the project would need to be addressed by both the Executive & Budget Officers. Funding will be appropriated as needed.

Attachments

TLGCode-262.024
Sole Source-Declaration-Contract
Sole-Source-affidavit.pdf
Sole Source Letter
Sole Source Letter

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/30/2015 10:51 AM
Budget & Management	Veronica Ortiz	12/30/2015 11:11 AM
Glinda Pacheco	Glinda Pacheco	12/30/2015 03:39 PM

Auditor's Office	Monica Badillo	01/01/2016 01:08 PM
Form Started By: Yolanda Velasquez		Started On: 12/21/2015 09:05 AM
Final Approval Date: 01/01/2016		

Sec. 262.0235. PROCEDURES ADOPTED BY COUNTY PURCHASING AGENTS FOR ELECTRONIC BIDS OR PROPOSALS. The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(o) to ensure the identification, security, and confidentiality of electronic bids or proposals.

Added by Acts 2001, 77th Leg., ch. 1063, Sec. 3, eff. Sept. 1, 2001.

Sec. 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community and economic development made by a county under Section 381.004; or

(11) vehicle and equipment repairs.

(b) The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption and if:

(1) the lease or agreement has gone through the competitive bidding procedure within the preceding year;

(2) the renewal or extension does not exceed one year; and

(3) the renewal or extension is the first renewal or extension of the lease or agreement.

(c) If an item exempted under Subsection (a)(7) is purchased,

the commissioners court, after accepting a signed statement from the county official who makes purchases for the county as to the existence of only one source, must enter in its minutes a statement to that effect.

(d) The exemption granted under Subsection (a)(8) of this section shall apply only to the sealed competitive bidding requirements on food purchases. Counties shall solicit at least three bids for purchases of food items by telephone or written quotation at intervals specified by the commissioners court. Counties shall award food purchase contracts to the responsible bidder who submits the lowest and best bid or shall reject all bids and repeat the bidding process, as provided by this subsection. The purchasing officer taking telephone or written bids under this subsection shall maintain, on a form approved by the commissioners court, a record of all bids solicited and the vendors contacted. This record shall be kept in the purchasing office for a period of at least one year or until audited by the county auditor.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 59(c), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 962, Sec. 1, eff. Sept. 1, 1989; Acts 1989, 71st Leg., ch. 1001, Sec. 2, eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1060, Sec. 1, eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 16, Sec. 13.03, eff. Aug. 26, 1991; Acts 1997, 75th Leg., ch. 442, Sec. 2, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1065, Sec. 1, eff. June 15, 2001.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1272 (H.B. 3517), Sec. 3, eff. September 1, 2007.

Sec. 262.0241. MANDATORY EXEMPTIONS: CERTAIN RECREATIONAL SERVICES. (a) This section applies only to a county that:

(1) has a population of 20,000 or less; and

(2) owns not more than one golf course open for public use.

(b) The competitive bidding and competitive proposal procedures prescribed by this subchapter do not apply to the purchase of:

(1) management services for:

(A) a county-owned golf course; or

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-16-000-00-00

THIS CONTRACT is made and entered into this **05th D**ay of **January 2016** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **R Communications** ("Company").

WHEREAS, Company was sole sourced for the provision of **"Broadcasting Commissioners' Court Meetings,** as more particularly described in Exhibit "A" (the "Services"); and

WHEREAS, Company will provide services in accordance with the specifications and proposed fee being attached hereto as Exhibits "A" and "B" ("Vendor's Proposed Fee") respectively, and incorporated herein for all purposes (the "Sole Source"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Declaration, the Commissioners Court of County approved to Sole Source the 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 the services in accordance with the Specifications within **Hidalgo County** following a Sole Source by the **Commissioners' Court** or their 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 Sole Source Declaration will remain in effect until such time as revoked by Hidalgo County Commissioners Court.

4. As a condition of this Contract, Company shall hold and maintain throughout the duration of the Sole Source Declaration 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 Service 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** **100 E. CANO ST. 2ND FLOOR** **EDINBURG, TEXAS 78539**
If to Company:	**R COMMUNICATIONS** **ATTN: DIRECTOR OF SALES** **1201 NORTH JACKSON RD. STE. 9000** **MCALLEN, TEXAS 78501**

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 will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause with thirty (30) days written notice by either party.

16. 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.

17. 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.

18. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer 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 Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

19. **Entire Agreement**. This Agreement contains the entire contract between the parties hereto, and each party acknowledge 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 the parties hereto, and not otherwise.

20. **Immunities:** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claims or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this_____ day of _____, 2016.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

R COMMUNICATIONS

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONES COURT:_____

EXHIBIT A
"BROADCASTING OF COMMISSIONERS' COURT MEETINGS"
SPECIFICATIONS

EXHIBIT “B”
VENDOR’S FEE SCHEDULE

EXHIBIT “C”
INSURANCE REQUIREMENTS

HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared Maria Alvarez a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Maria Alvarez I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: RCommunications
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s): KMBH TV
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature [signature]

SWORN AND SUBSCRIBED TO under oath before me on 23 day of December, 201

[signature]
NOTARY PUBLIC

ANGELA PINA
Notary Public
STATE OF TEXAS
My Comm. Exp. 01-31-2019

Angela Pina
PRINTED NAME

01/31/2019
MY COMMISSION EXPIRES

COMPANY NAME: MBTV Texas Valley LLC
ADDRESS, CITY, STATE & ZIP CODE: 1201 N Jackson, Suite 900
PHONE: (956) 992-8895 NUMBER:
CONTACT NAME AND TITLE: Maria Alvarez Director of Sales
WEB ADDRESS: EMAIL: malvarez@rcommunications
FEDERAL TAX ID NUMBER: 90-1035295 TEXAS SALES TAX NUMBER:

Purchasing Department

County Of Hidalgo

M E M O R A N D U M

“SOLE SOURCE DECLARATION”

TO: Hidalgo County Commissioners’ Court

FROM: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

DATE: December 28, 2015

RE: Sole Source Declaration- “Broadcasting Commissioners’ Court Meetings”

Hidalgo County has historically (since1999) Recorded & Re-Broadcast its Commissioners’ Court meetings in order to inform the residents of issues, projects, initiatives and business transactions related to County Government.

The procurement of these services has historically been through “Competitive Sealed Bids” All said procurements have resulted in one “Sole Qualifying Vendor” (i.e., RGV Educational Broadcasting Services d/b/a KMBH-PBS and/or R. Communications, a/k/a/ formerly RGV Educational Broadcasting Services, KMBH-PBS).

The latest procurement attempt has resulted in the same “Sole Qualifying Vendor” with the ability to reach the entire County.

Therefore, for all the facts contained herein, R Communications , is the Sole Source for the provision of Broadcasting of Commissioners’ Court Meetings and Hidalgo County requires the purchase of said services will remain in effect unless revoked by Hidalgo County Commissioner’s Court or terminated as provided under provision

Purchasing Department

County Of Hidalgo

M E M O R A N D U M

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AI-52751

Purchasing Department 23.
A. 3.

CC - REGULAR
Meeting Date: 01/05/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Yolanda Velasquez, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Presentation of "sealed quotes" received for the purpose of award and approval of contract document to the responsible vendor submitting the lowest and best quote [while meeting all specifications and/or requirements as attached hereto] for: Hidalgo County: "Healthcare Reform Employee Tracking Consultant" for RFSQ #2016-026-12-30-YZV.

BACKGROUND

RECOMMENDATION: Eligibility Tracking Calculators, (ETC)

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-2201-415-00-115-009-0-310
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funds available, refer to 2016 Adopted Budget

Attachments

PARTICIPATION-LOG
ACCEPTANCE-LOG
CONTRACT
LEGALS OK
INSURANCE

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/30/2015 03:32 PM
Budget & Management	Veronica Ortiz	12/30/2015 03:43 PM
Auditor's Office	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Yolanda Velasquez Started On: 12/23/2015 09:42 AM
Final Approval Date: 01/01/2016

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ&P PACKETS

IBF-RFB-RFP-RFQ-RFQ&P-RFI

RFSQ ACCEPTANCE DATE: December 30, 2015 **RFQ ACCEPTANCE TIME: 2:00 P.M.**

DESCRIPTION: Hidalgo County-DBM-Employee Benefit Division-"Healthcare Reform Employee Tracking Consultant". **RFSQ NO: 2016-026-12-30-YZV**

	NAME OF BIDDER: COMPANY/FIRM & REPRESENTATIVE'S NAME	RFQ REQUEST	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY, STATE, ZIP CODE PHONE & FAX NUMBERS
01	Eligibility Tracking Calculators, Alicia Haff	BLM	Alicia@eligibilitytrackingcalculators.com	12/28/15	55 Vienna San Antonio, Texas 78258 Tel: 210-323-7846
02	Worxtime | Teresa McAllister	BLM	teresa@worxtime.com	12/28/15	7500 S. Memorial Parkway, Ste 211 Huntsville, Alabama 35802 Tel: 800-374-8787
03	Empyrean Benefits Solutions Jaron Dabney		jdabney@empyreanbenefits.com	12/28/15	
04					
05					
06					
07					
08					
09					
10					
11					

***VIA:**

IN PERSON (IP) **EMAIL REQUEST (Email)**

TELEPHONE REQUEST (TR) **BIDDER LIST MAIL OUT (BLM)**

HIDALGO COUNTY PURCHASING DEPARTMENT
ACKNOWLEDGEMENT SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFSQ OPENING DATE: DECEMBER 30, 2015 | BID OPENING TIME: 2:00 p.m.

DESCRIPTION OF BID: "Healthcare Reform Employee Tracking Consultant"

RFSQ NO: 2016-026-12-30-YZ | BUYER: YOLANDA Z. VELASQUEZ

	NAME OF COMPANY	Pricing
1)	Eligibility Tracking Calculator, Inc.	
2)		
3)		
4)		
5)		
6)		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR SERVICES
C-16-026-01-05

THIS CONTRACT is made and entered into this **05th** day of **January, 2016** by and between **HIDALGO COUNTY, TEXAS,** and **ELIGIBILITY TRACKING CALCULATORS, LLC** a Texas Company (hereinafter" Consultant") to serve at the pleasure of the Hidalgo County.

WHEREAS, Consultant responded to notices of Request for Sealed Quotes (RFSQ) for "Healthcare Reform Employee Tracking Consultant" (the "Services"); and

WHEREAS, Consultant(s) submitted a bid to provide the services in accordance with Exhibit "A" Request for Sealed Quotes (RFSQ) Procurement packet attached hereto respectively, and incorporated herein for all purposes of (the "RFSQ"); and;

WHEREAS, in recognition of and in consideration of Consultant's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Sealed Quotes (RFSQ) Procurement Packet, attached hereto and incorporated herein the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Consultant(s) agree as follows:

1. Consultant agrees to provide the County the consulting services required by Hidalgo County in connection with **"Healthcare Reform Employee Tracking Consultant"**

Consultant shall perform interpretation, guidance identification/tracking service to assist, County in its required reporting to the Internal Revenue Service and provisions of information to applicable persons in accordance with e Forms 1094-C/1095-C pursuant to

healthcare reform laws under the Affordable Care Act.

2. Consultant 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 Specifications within **Hidalgo County** following a request for Services by **County** or its designated agent. Consultant 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. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year**, commencing on **January 05, 2016**, and expiring on **December 31, 2016,** but in no event to exceed the $50,000.00 statutory bid limit per calendar year, with the County's sole option to renew/extend for two (2) additional one (1) year term, under the same rates, terms and conditions. County also reserves the right to continue this Request for Sealed Quotes (RFSQ) for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Consultant 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 vehicles operated by the Consultant to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employment of Company who operate such 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 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 and incorporated herein 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 Service 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:

to County:	The County of Hidalgo Attn: County Judge 302 West University Drive Edinburg, Texas 78539
If to Company	Eligibility Tracking Calculators, LLC Attn. Alicia J. Haff, Partner 55 Vienna San Antonio, Texas 78258

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. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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 meet 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. Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

19. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this ____ day of _____, **2016.**

APPROVED BY COMMISSIONER'S COURT:

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:
Eligibility Tracking Calculators, LLC

By:_____

Printed Name:_____

Title:_____

EXHIBIT "A"

REQUEST FOR SEALED QUOTES (RFSQ) PROCUREMENT PACKET

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

May 12, 2015

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
REQUEST FOR SEALED QUOTES
"Healthcare Reform Employee Tracking Consultant"

RFSQ: 2015-174-05-22-YZV

Dear Participants:

Enclosed please find a Request for Sealed Quotes (RFSQ) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFSQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Department

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR SEALED QUOTE (RFSQ) CHECKLIST

HIDALGO COUNTY
RFSQ NO: 2015-174-05-22-YZV

1. Request for Bid Letter.
2. Request for Bid, Legal Notice, consisting of 7 pages.
3. Specifications (Exhibit "A"), consisting of 3 pages.
4. Bid Page (Exhibit "B"), consisting of 2 pages.
5. Exhibit "C" Insurance Requirements & Insurance Requirements Acknowledgment Sheet, consisting of 4 pages.
6. Exhibit "D" Conflict of Interest Questionnaire (CIQ) consisting of 1 page.
7. Bidder/Vendor Letter, HUB Certification and W-9, consisting of 6 pages.
8. Certificate regarding Debarment, consisting of 1 page.
9. Draft Contract, consisting 6 pages.

The above mentioned items shall be found in the Request for Bid (RFSQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Yolanda Z. Velasquez, Buyer III
Hidalgo County Purchasing Department

05/22/2015
Date

LEGAL NOTICE **RFSQ No: 2015-174-05-22-YZV**

1. Sealed quotes will be received for **"HIDALGO COUNTY-HEALTHCARE REFORM EMPLOYEE TRACKING CONSULTANT"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. All sealed bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFSQ NO. 2015-174-05-22-YZV - HIDALGO COUNTY –HEALTHCARE REFROM EMPLOYEE TRACKING CONSULTANT"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business, Administration Building, Edinburg, Texas 78539, **on or before 2:00 p.m., FRIDAY, MAY 22, 2015 . NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID.** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. **For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.**
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models

of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY HIDTA TASK FORCE JANITORIAL SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, CPA, County Auditor
2808 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2511

17. Schedule of Events

Quote Opening, 10:00 AM	**May 22, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

18. Bid or Performance Bond; Payment Under Contract (if applicable for public works projects):

- If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt.

Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

. Possess and submit a Certificate of Account Status indicating bidder is in "Good

Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coasintr.html . If the bidder is not incorporated in Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

26. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances,

stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

27. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"Healthcare Reform Employees Tracking Cconsultant"

To: Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

HIDALGO COUNTY

Request for Sealed Quotes for::
"Healthcare Reform Employee Tracking Consultant"
RFSQ: 2015-174-05-22-YZV
NIGP-918-69-Insurance Consultant (Internal use only)

Hidalgo County (hereinafter called "Hidalgo County") is seeking sealed quotes from interested firms and individuals, (hereinafter called "Participant") to provide **Healthcare Reform Employee Tracking Consulting Services.** The Consultant shall identify and track employee that are eligible for healthcare benefits in accordance with the Healthcare Reform Act by obtaining and processing the necessary payroll reports.

Sealed Quotes:
Hidalgo County will be requesting sealed quotes by no later than **2:00 p.m**. Friday, **May 22, 2015** hand delivered to the Hidalgo County Purchasing Office located at 2802 S. Business Highway 281 or via mail: Hidalgo County New Administration Building Attn. Purchasing Department, 2812 S. Business Hwy 281, Edinburg, Texas 78539.

Participants are invited to submit demonstrated competence, qualifications and experience of their firm for providing these services.

The information contained within this document is intended to provide interested firms with the requirements that will be used to make the selection.

Project Description:

a) Employee tracking software designed to utilize payroll data to provide eligibility for healthcare benefits in accordance to the healthcare Reform Act.

Hidalgo County employs approximately 3800 employees;

Hidalgo County	2800
Head Start Program	760
Appraisal District	94
Drainage District No 1	120
Community Service Agency	37
	3811

***NOTE* Entities may opt not to participate with County thus decreasing the amount of employees.**

IN ADDITION: Hidalgo County currently makes insurance available to approximately three (3) COBRA participants and thirty-four (34) retirees.

b) Interpretation of eligibility data and strategies on best use of Affordable Care Act (ACA) rules and regulations.

c) Affordable Care Act (ACA) requires reporting services

d) Use Client's direct input of objective payroll data (defined as payroll information used to run employees paychecks) provided by Hidalgo County to identify, based on the objective payroll data, which employees, if any are interpreted to be eligible for healthcare benefits in accordance with the Healthcare Reform a/k/a-Affordable Care Act as well as to provide consultation, interpretation and guidance of the objective data; and

e) Perform interpretation, guidance identification/tracking services and assist Hidalgo County in ensuring it offers all eligible employees health insurance coverage in compliance with healthcare reform laws under the Affordable Care Act;

f) Awarded Vendor will be required to provide Hidalgo County consultation, interpretation and guidance regarding which employees of Hidalgo County are eligible for health insurance benefits and when they will be eligible, based on Hidalgo County's employee designated category, in order to allow the Hidalgo County sufficient time to offer and enroll eligible employees in health insurance benefits and avoid potential fines and penalties. Awarded Vendor will be required to provide Hidalgo County consultation, interpretation and guidance in order to prepare data to be filed in accordance with 26 US Code §6056 and shall prepare the Form 1094/1095c filings on behalf of Hidalgo County as well as the related "employee statements" for no additional cost.

g) Awarded Vendor shall be responsible for its own tax obligations and understands that in accordance with this independent Awarded Vendor's Relationship with Hidalgo County, neither party is an employee of the other and that Hidalgo County assumes no responsibility or obligations in withholding any amounts to be paid to Contractor for work performed.

h) **FEE:** Fees will be provided by participant and accepted by Hidalgo County as stated in Exhibit "B" Bid Page.

i) Additional costs will be that of printing/postage depending on the method of delivery chosen by Hidalgo County. Awarded Vendor's consultation, interpretation and guidance shall be based on Hidalgo County submission of objective and accurate payroll data.

TERMS AND CONDITIONS:

1. All services will be done on an "**As Needed Basis".**

2. **CONTRACT TERM:** The contract term shall be for a period of one (1) year, with Hidalgo County's option to renew the an additional two (2) one (1) year terms, and contract may be extended at the sole discretion of the County for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract under same rates, terms and conditions.

3. Hidalgo County reserves the right to reject any/all quotes, to waive any/all formalities or technicalities, or to accept the quote considered the best and most advantageous to the County.

4. Any quote awarded to a successful awarded vendor(s) will be in effect until (a) the sealed quote expires (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with thirty (30) days written notice prior to cancellation.

5. The successful awarded vendor will submit and maintain General Liability, Auto Liability and Workers Compensation insurance and its limits through out the contract term, as described and listed in: Exhibit "C" Insurance Requirements.

6. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

RFSQ-SUBMITTAL FORMAT:

a) Quote should provide a straightforward, concise description of the Participant's capabilities to satisfy the requirements of the RFSQ. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the HIDALGO COUNTY.

i) Cover letter addressed to HIDALGO COUNTY that states the Participants understanding of the services to be provided. Include any additional information believed necessary that is not requested elsewhere in the RFSQ.

ii) A description of the methodology to be used to complete the project to include, but not be limited to, how recommendations will be formulated and commitment of adequate appropriate resources to the project.

iii) Participant's specific expertise in areas pertinent to the project to include a listing and brief description of similar projects completed (with the dates of completion) or in progress and a list of references by name, address, and telephone number for each project listed. This list of projects in progress shall include the phase of work that each project is currently in (i.e. design, bid, construction), and the estimated completion date.

iv) List of principal(s) of the Participant's and amount of time that the principal(s) will be involved in the project.

v) The organization structure of the employees who will be assigned to this project along with resumes of those individuals. If a joint venture is expected then provide the organizations structure of the sub-contractor and resumes of those persons who will be involved in the project.

ADDITIONAL INFORMATION:

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes be addressed to Martha L. Salazar, CPPB, Purchasing Agent, **ATTN: Yolanda Velasquez, 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE AT (956) 318-2629 or VIA-EMAIL: yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN, Monday, May 18, 2015 AT 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. Wednesday, May 20, 2015.

EXHIBIT "B"
RFSQ 2015-174-05-22-YZV
"Healthcare Reform Employee Tracking Consultant"
BID PAGE

1. Look-back Analysis/Set-up Implementation:
County desires to have Contractor perform a Look-back analysis to determine eligibility of part-time/variable hour employees. Contractor also needs to load payroll data commencing January 2015 forward.

2014 Look-back analysis: $ _____

2015 Set-up Fees: $ _____

2. Eligibility Tracking – Consulting Fee:

- Identify persons eligible for employee benefits and when
- Track and Report hours worked for 1095 year end reporting
- Retiree and COBRA 1095 year end reporting
- Assist with determining Affordability
- Notify client when Full-Time Employees need to be enrolled
- Track Full-Time Employees who declined coverage
- Consult on Measurement/Stability Periods chosen by employer
- ERISA language for using MP/SP
- ERISA wrap for client company
- Business Associate Agreement Created
- Cursory review of clients company handbook to make sure ACA language is accurate
- 6055 Extra reporting-Section III on 1095-Additional fee of $ _____ applies for each combined statement-Enrollment Health Information Submitted from COMPANY or TPA

Monthly Consulting Fee$_____

Or

Total combined fee (including look-back analysis & 2015 setup/implementation fee and eligibility tracking – consulting fees)

$_____

THIS PAGE MUST BE SUBMITTED WITH BID)

ACKNOWLEDGMENT BID FORM

BIDDER /COMPANY'S NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER: _____

CELLULAR NUMBER: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

EMAIL ADDRESS: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS -- COMP/OP AGG	$
B	**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)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

___ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

___ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $ _____ General Liability: $_____

___ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Companys' obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
☐ Distributor ☐ Service Organization ☐ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: **Disadvantaged Business (At Least 51% Ownership)**

☐ ess than 125,000 annual gross receipt
☐ ss than 250,000 annual gross receipt
☐ ss than 499,000 annual gross receipt
☐ ore than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee [1] The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

CONSULTATION, INTERPRETATION & GUIDANCE SERVICES AGREEMENT
C-15-147-00-00

THIS SERVICES AGREEMENT ("Agreement") is made and entered into this **00** day **MAY**, **2015** by and between **HIDALGO COUNTY** (hereinafter "County") and _____ _____(hereinafter "**CONTRACTOR**") to serve at the pleasure of the County.

WHEREAS, **CONTRACTOR** is a Direct client HR Input System and Consultative Company designed to use Client's direct input of objective payroll data (defined as payroll information used to run employee paychecks) provided by **COUNTY** to identify, based on the objective payroll data, which employees, if any, are interpreted to be eligible for healthcare benefits in accordance with the Healthcare Reform aka Affordable Care Act as well as to provide consultation, interpretation and guidance of the objective data; and

WHEREAS **CONTRACTOR** desires to become a consultant of **HIDALGO COUNTY** so that **CONTRACTOR** can perform interpretation, guidance identification/tracking services and assist **COUNTY** in ensuring it offers all eligible employees health insurance coverage in compliance with healthcare reform laws under the Affordable Care Act;

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **COUNTY** and **CONTRACTOR** agree as follows:

1. Relationship and Term

1.01 Term of this contractual relationship is_____, 2015 through _____, 2015 to begin upon execution by both Parties. Hidalgo County has the option to renew the contract for two (2) additional one (1) year terms under same rates, terms and conditions. Either party may terminate this Agreement upon 60 days written notice. If **COUNTY** terminates this Agreement prior to the termination date, **CONTRACTOR** is relieved of providing all data necessary for the 1094/1095c reporting for any date after the termination of this Agreement. Otherwise, Agreement may be renewed by written agreement of both parties and material terms of Agreement may be changed.

1.02 It is expressly understood that **CONTRACTOR** and **COUNTY** are independent entities and neither is employed by the other. **COUNTY** in no way controls the manner, method or means of **CONTRACTOR's** work and **CONTRACTOR** provides all the tools necessary for services to be rendered for **COUNTY. CONTRACTOR** has been retained by **COUNTY** for a specific term to perform services beyond **COUNTY'S** expertise. Both Parties are responsible for their own tax obligations and insurance obligations.

1.03 It is expressly understood that **CONTRACTOR**'s responsibilities are limited to advising **COUNTY** of eligibility for benefits and tracking hours worked as set forth in more detail herein. **COUNTY** is under **no obligation** to follow **CONTRACTOR**'s advice and should **COUNTY** decide not to offer benefits to eligible employees, **COUNTY** may do so but may be subject to regulatory fines or penalties. As well, with respect to **COUNTY'S** payments for health insurance, these issues are not controlled in any way under this Agreement but are governed in accordance with the **COUNTY'S** health insurance plan documents.

1.04 It is expressly understood that it is the **COUNTY'S** decision as to which employees are Full-Time, or Variable Hour (including part-time and seasonal) employees (herein referred to as "employee designated category"). **CONTRACTOR** shall provide data interpretation reports

regarding hours worked by employees when **CONTRACTOR** is provided the objective payroll data but **CONTRACTOR** assumes no liability for **COUNTY'S** determination and designation of full-time, part-time or variable hour status of employees and **CONTRACTOR** shall rely upon **COUNTY'S** employee designated category in making its determinations as to who is eligible for benefits when and reporting this information on behalf of the **COUNTY** as required by law.

1.05 It is expressly understood that, for the persons **COUNTY** designates as "Full-Time" or does not designate as "Variable Hour", **CONTRACTOR** is only responsible for tracking information necessary to prepare the 1094/1095c Forms for these persons for the **COUNTY**. **CONTRACTOR** is expressly **not liable** for timeliness of **COUNTY'S** offering of benefits and other ACA obligations as to Full-Time employees. **COUNTY** shall advise **CONTRACTOR** whether the default designation is "Full-Time" in which **COUNTYY** is responsible for advising **CONTRACTOR** of those persons it designates as "Variable Hour" or if **COUNTY'S** default designation is "Variable Hour" in which case it will advise **CONTRACTOR** of those persons **COUNTY** has designated as "Full-Time".

2 CONTRACTOR'S Responsibilities

2.01 **CONTRACTOR** shall provide **COUNTY** consultation, interpretation and guidance regarding which employees of **COUNTY** are eligible for health insurance benefits and when they will be eligible, based on **COUNTY'S** employee designated category, in order to allow the **COUNTY** sufficient time to offer and enroll eligible employees in health insurance benefits and avoid potential fines and penalties. **CONTRACTOR** shall also provide **COUNTY** consultation, interpretation and guidance in order to prepare data to be filed in accordance with *26 US Code §6056* and shall prepare the Form 1094/1095c filings on behalf of the **COUNTY** as well as the related "employee statements" for no additional cost. Note: Additional costs will be that of printing/postage depending on the method of delivery chosen by **COUNTY. CONTRACTOR's** consultation, interpretation and guidance shall be based on **COUNTY'S** submission of objective and accurate payroll data.

2.02 **Tax Obligations.** **CONTRACTOR** shall be responsible for its own tax obligations and understands that in accordance with this Independent **CONTRACTOR** Relationship with **COUNTY,** neither party is an employee of the other and that **COUNTY** assumes no responsibility or obligations in withholding any amounts to be paid to **CONTRACTOR** for work performed.

2.03 **Ownership of Proprietary and Confidential Material.** **CONTRACTOR** agrees and understands that **COUNTY'S** payroll data and other internal **COUNTY** information provided or made available to **CONTRACTOR** may be sensitive and confidential. Therefore, **CONTRACTOR** agrees to hold this information forever in confidence and only to share this information with **COUNTY** appointed representatives as instructed by **COUNTY.**

2.04 **CONTRACTOR** will invoice the **COUNTY** a pre-determined consulting fee on a monthly basis or lump sum. The fee for services is discussed in more detail in *Exhibit* ***B.***

2.05 For any negligence or gross negligence of **CONTRACTOR** as to the its consultation, interpretation of objective data and/or communication with **COUNTY** regarding eligibility for benefits which results in fines/penalties assessed against the **COUNTY** (as long as the information provided by **COUNTY** is accurate and is provided in a timely manner as defined in Section 3 below), **COUNTY** has the right by law to claim these damages against and recoup these damages from **CONTRACTOR**. However, **CONTRACTOR** shall be released from ALL LIABILITY if **COUNTY** chooses not to follow **CONTRACTOR'S** consultation or

fails to act on alerts/feedback provided by **CONTRACTOR** in a timely manner as set forth in the Regulations governing the Affordable Care Act. As well, **CONTRACTOR** is under no obligation and therefore has no liability with respect to **COUNTY'S** determination and offering of benefits (or lack thereof) to persons designated as "Full-Time" in accordance with section 1.05 herein.

2.06 **CONTRACTOR** shall begin tracking payroll for payroll periods on or after the effective date of this Agreement Section 1.01 and shall only be responsible for identifying persons eligible for benefits thereafter. As **COUNTY** has indicated that at least a portion of its workforce is considered Variable Hour, **COUNTY** shall provide **CONTRACTOR** with payroll for 12 months prior to the effective date of this Agreement and shall be charged an implementation fee for **CONTRACTOR's** loading of this payroll. However **CONTRACTOR** shall rely on **COUNTY'S** determination of eligibility, trending towards eligibility and culminated payroll hours for its employees prior to the effective date of this Agreement. Should **COUNTY** need **CONTRACTOR** to perform a LookBack analysis to identify those persons eligible on January 1, 2015 and moving forward, **CONTRACTOR** shall do so but has no liability for those persons not offered coverage in a timely manner prior to the month after **CONTRACTOR** provides first reports to **COUNTY** and additional charges will apply as set forth in *Exhibit* ***A.*** **CONTRACTOR** shall take 21 days from the date of signed implementation sheet and confirmed receipt of necessary payroll data from **COUNTY** to load data and begin providing **COUNTY** reports, unless the Parties have agreed to a shorter lead time to begin reporting which shall be listed in *Exhibit* ***A.***

2.07 **CONTRACTOR** shall provide consultation, interpretation and guidance alerts, reports and requests for additional information or advisories on need for **COUNTY** action in a timely manner and delivered by an agreed timing mechanism during implementation.

3. COUNTY'S Obligations

3.01 **Release of Information.** **COUNTY** agrees to provide **CONTRACTOR** with all accurate information, to the best of **COUNTY'S** knowledge and ability, relating to subject matter of the project as defined herein in a timely manner in order for **CONTRACTOR** to perform said Services. Specifically, in order to be considered a timely manner with respect to the release of payroll information, **COUNTY** will provide **CONTRACTOR** with accurate payroll data for all employees no later than **three (3) calendar days** after payroll is run by the **COUNTY.** If all of the objective payroll data cannot be provided or cannot be provided via Excel or CSV, additional charges may be applied but only after agreed to by **COUNTY.** **CONTRACTOR** shall rely on the information provided in making all determinations as to eligibility. Therefore, if **COUNTY** learns that any data submitted is inaccurate, **COUNTY** shall immediately advise **CONTRACTOR** and **CONTRACTOR** shall not be liable for any formulaic determinations based on inaccurate data.

If **CONTRACTOR** is to file the Authoritative Transmittal, **COUNTY** must give **CONTRACTOR** all control group information for all entities. Determination of control group is the sole responsibility of the **CONTRACTOR**. Data needed from all entities in order to provide year end reporting in addition to payroll and benefits elections throughout the year includes: 1) lowest cost employee only option 2) plan determination such as Minimum Value or MEC 3) all relevant information as to why a person wasn't offered coverage if applicable and 4) if self-insured, all enrolled participants names, SSN and/or date of birth. All final information must be submitted to **CONTRACTOR** no later than January 10, 2016 in order to complete the year end reporting requirements.

3.02 Responses Required: **COUNTY** will provide necessary data as requested by **CONTRACTOR** in a timely manner and shall respond to alerts generated by **CONTRACTOR** in a timely manner. Timely manner is defined for these purposes as in compliance with ACA regulations meaning that **COUNTY** shall offer coverage to those persons **CONTRACTOR** identifies as eligible for coverage prior to the deadline as set forth in the ACA regulations (and identified for **COUNTY** by **CONTRACTOR)** and shall advise **CONTRACTOR** of the offer of coverage prior to the ACA deadline as identified by **CONTRACTOR** for **COUNTY. COUNTY** shall also advise **CONTRACTOR** of the eligible person's decisions with respect to acceptance or waiver of coverage within fourteen (14) days from offer of coverage. Timely manner with respect to all other requests for information from **CONTRACTOR** (including missing start dates, missing person responses, rehire dates, errors with respect to Social Security Numbers, and any other missing information identified by **CONTRACTOR** to **COUNTY**, shall be considered within 30 days of notice from **CONTRACTOR** unless **CONTRACTOR** advises **COUNTY** in writing and by phone call that such information is needed more quickly to ensure ACA compliance. **COUNTY'S** failure to respond in a timely manner, if this lack of timely response, results in fines/penalties relating to ACA compliance, relieves **CONTRACTOR** of all responsibilities and obligations with respect to any and all fines, penalties, and/or damages **COUNTY** incurs as a result. These timeline definitions hold in all cases unless otherwise specified in other sections such as year-end reporting deadline.

3.03 If any employees of **COUNTY** are out on "special leave" defined as FMLA, USERRA or Jury Duty, **COUNTY** is responsible for advising **CONTRACTOR** of this and **CONTRACTOR** is responsible for tracking those persons in accordance with ACA regulations and procedures as to eligibility for benefits. The Parties shall agree upon implementation on the manner in which **COUNTY** shall provide **CONTRACTOR** with this information.

3.04 Should COUNTY choose not to follow **CONTRACTOR'S** consultation, interpretation and guidance of offering eligible Variable Hour employees and their dependents health insurance coverage in accordance with the mandates of the Affordable Care Act in a timely manner, as defined in 3.01 and 3.02 herein, that is **COUNTY'S** choice and **CONTRACTOR** shall be relieved of any and all responsibilities for fines and penalties should there be any assessed. Further, any and all decisions with respect to Plan design, plan coverages, persons eligible for coverages and costs associated with coverage, should it be offered, are outside of the scope of this Agreement in all respects.

3.05 Ownership of Proprietary and Confidential Material. During the term of this Agreement, **CONTRACTOR** may disclose to **COUNTY** confidential information and trade secrets proprietary to **CONTRACTOR**, including, but not limited to, systems, methods of operation, marketing and advertising procedures, internal procedures, programs and forms. **COUNTY** acknowledges and agrees that all such information is confidential and is the exclusive property of **CONTRACTOR**. **COUNTY** covenants and agrees that it shall not disclose to anyone directly or indirectly during the term of this Agreement or at any time thereafter, any such confidential information, nor shall it use any such confidential information nor cause such confidential information to be used for any purpose other than in the course of **COUNTY'S** work with **CONTRACTOR**. However, upon request by **COUNTY** at any time during the term of this Agreement or thereafter, **CONTRACTOR** shall provide all data collected and determinations made to **COUNTY** either in Excel or CSV unless the Parties agree to the provision of data in another format.

3.06 **COUNTY** shall pay **CONTRACTOR** a pre-determined consulting fee on a monthly basis or lump sum. The fee for services is discussed in more detail in *Exhibit **B***

3.07 Payment upon Termination of Relationship. Upon termination of this Agreement, **COUNTY** agrees to pay **CONTRACTOR** amounts earned prior to termination of this Agreement.

3.08 Notices. Should **COUNTY** be notified by any federal regulator or employee of potential non-compliance with ACA, **COUNTY** agrees to immediately (within 48 hours of receipt of notice) notify **CONTRACTOR** and provide **CONTRACTOR** with notice via first class mail return receipt requested as well as via email to _____ **COUNTY shall also call _____ at _____ to advise of Notice and confirm receipt of notice by CONTRACTOR.** Upon receipt of notice, **CONTRACTOR** agrees to assist in responding to said notice and to consult with **COUNTY** on appropriate method by which response to notice should be handled.

4. Miscellaneous

4.01 Amendments. This Agreement may only be amended by written agreement by either party and only enforceable after countersigned by other party.

4.02 Severability. In the event any provision of this Agreement becomes unenforceable or void, such shall not invalidate any other provision of this Agreement.

4.03 Assignability. No assignment of this Agreement of the rights and obligations hereunder will be valid without the written consent of the non-assigning party.

4.04 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes any prior understandings or oral or written agreements between **COUNTY** and **CONTRACTOR** on the matter contained herein.

4.05 Governing Law. This Agreement is being executed and delivered and is intended to be performed in the State of Texas, and the laws of Texas shall govern the validity, construction, enforcement and interpretation of this Agreement.

4.06 Captions. The captions contained herein are for reference purposes only and do not affect the meaning of this Agreement.

COUNTY and **CONTRACTOR** have acknowledged their understanding of and agreement to the mutual promise written above by executing this Agreement.

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
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

EXHIBIT "B"

VENDOR'S SEALED QUOTES

EXHIBIT "B"

RFSQ 2016-026-12-30-YZV

"Healthcare Reform Employee Tracking Consultant" BID PAGE

1. **Eligibility Tracking – Consulting Fee:**
   - Identify persons eligible for employee benefits and when
   - Track and Report hours worked for *1095* year end reporting
   - Retiree and COBRA *1095* year end reporting
   - Assist with determining Affordability
   - Notify client when Full-Time Employees need to be enrolled
   - Track Full-Time Employees who declined coverage
   - Consult on Measurement/Stability Periods chosen by employer
   - ERISA language for using MP/SP
   - ~~ERISA wrap for client company~~ Not Applicable to Governmental Entities
   - Business Associate Agreement Created
   - Cursory review of clients company handbook to make sure ACA language is accurate
   - As the County is self-insured, ETC will handle the 6055 extra reporting on *Section III* of the *1095-C Form*. The below annual fee includes all preparation and filing of combined statement-Enrollment Health Information Submitted from COMPANY or TPA.

Total Yearly Fee: $ 43,000

THIS PAGE MUST BE SUBMITTED WITH BID

ACKNOWLEDGMENT BID FORM

BIDDER /COMPANY'S NAME:	Eligibility Tracking Calculators, LLC
ADDRESS:	55 Vienna
CITY/STATE/ZIP CODE:	San Antonio, TX 78258
TELEPHONE NUMBER:	(210) 323-7846
CELLULAR NUMBER:	(210) 325-2641
FAX NUMBER:	(866) 412-5028
AUTHORIZED SIGNATURE:	
EMAIL ADDRESS:	Alicia@eligibilitytrackingcalculators.com
PRINTED NAME:	Alicia J. Haff
TITLE:	Partner
DATE:	5-20-15

THIS PAGE MUST BE SUBMITTED WITH BID

EXHIBIT "C"

INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE 05/10/2015

PRODUCER
David Ison Insurance, Inc.
1383 East Bitters #1
San Antonio TX 78216-2987

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
ELIGIBILITY TRACKING CALCULATORS, LLC ETC
55 VIENNA
SAN ANTONIO TX 78258

INSURER A: MARKEL
INSURER B: MARKEL
INSURER C: TEXAS MUTUAL
INSURER D: MARKEL
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY	IT806639	06/01/2015	06/01/2016	EACH OCCURRENCE	$ 2000000
	X COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$ 100000
	CLAIMS MADE OCCUR				MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 2000000
	POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$ 2000000
	AUTOMOBILE LIABILITY	TX3343	06/01/2015	06/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 300000
	X ANY AUTO				BODILY INJURY (Per person)	$
	ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS					
	NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	OCCUR CLAIMS MADE				AGGREGATE	$
						$
	DEDUCTIBLE					$
	RETENTION $					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TX6628	06/01/2015	06/01/2016	WC STATU-TORY LIMITS OTH-ER	
					E.L. EACH ACCIDENT	$ 100000
					E.L. DISEASE - EA EMPLOYEE	$ 500000
					E.L. DISEASE - POLICY LIMIT	$ 100000
	OTHER PROF LIABILITY	IT806639	06/01/2015	06/01/2016		2,000,000/2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

FORT WORTH ISD IS NAMED AS A ADDL INSURED ON THE GENERAL LIABILITY AND AUTO POLICY

CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: | CANCELLATION

FORT WORTH ISD
100 N UNIVERSITY DR 140F
FORT WORTH TX 76107

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE STEPHEN ISON

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Zimbra **yolanda.velasquez@co.hidalgo.tx.us**

RE: C-15- Healthcare Reform Employee Tracking Consultant

From : Steve Crain <scrain@atlashall.com> Wed, Jun 17, 2015 12:13 PM
Subject : RE: C-15- Healthcare Reform Employee Tracking Consultant
To : 'Yolanda Velasquez' <yolanda.velasquez@co.hidalgo.tx.us>

The agreement is fine.

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Wednesday, June 17, 2015 10:56 AM
To: Stephen L. Crain
Subject: C-15- Healthcare Reform Employee Tracking Consultant
Importance: High

Good morning Mr. Crain,

Please review as to form Service Contract.

Thank you
Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

From: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
To: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Tuesday, June 16, 2015 4:32:20 PM
Subject: Fwd: Read: RFSQ- Healthcare Reform Employee Tracking Consultant

Yoli

See below, Mr. Crain recommends a County generated contract

Respectfully,

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/22/2015

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 David Ison Insurance & Sons 1383 E Bitters Rd Ste 1 San Antonio TX 78216	**CONTACT NAME:** Jake Perales **PHONE (A/C, No, Ext):** 210-490-1494 **FAX (A/C, No):** 210-490-1569 **E-MAIL ADDRESS:** jake@davidisoninsurance.com
INSURED ELIGIBILITY TRACKING CALCULATORS, LLC ETC. 55 VIENNA SAN ANTONIO TX 78258	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Evanston Insurance Company **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	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		IT807901	05/09/2015	05/09/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Fire Legal Liability	$ 2,000,000 $ 100,000 $ $ $ 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 DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	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					PER STATUTE OTH-ER E.L. EACH ACCIDENT 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
2812 S. Business Highway 281
New Administration Building
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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AI-52621

Purchasing Department 23.
A. 4.

CC - REGULAR
Meeting Date: 01/05/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Heidi Ortiz, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Presentation of sole responsible vendor submitting the lowest and best bid meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bids titled: Hidalgo County - "Turnkey Burial Services (Including Cemetery Plots) for Unidentified Pauper Remains" through project No.: 2016-009-12-02-HGO.

BACKGROUND

1. Nine (9) packets requested and distributed
2. A sole bid was received meeting all Specifications/Requirements
3. Contract to commence January 23, 2016; Contract to expire January 24, 2018

Fiscal Impact

FISCAL YEAR:	2016 ACCT. #:	6-1100-444-00-240-002-0-340

FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Attachments

Final Contract
Approval by Legal
Dept. Approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	12/16/2015 08:43 AM
Budget & Management	Veronica Ortiz	12/21/2015 03:42 PM
Glinda Pacheco	Glinda Pacheco	12/23/2015 10:18 AM
Auditor's Office	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Heidi Ortiz Started On: 12/10/2015 10:10 AM
Final Approval Date: 01/01/2016

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-16-009-01-05

THIS CONTRACT is made and entered into this 5th day of **January 2016** by and between the **County of Hidalgo, Texas** ("County"), and **Mid Valley Cemetery, Inc dba/Val Verde Memorial Gardens** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Turnkey Burial Services (Including Cemetery Plots) for Unidentified Pauper Remains"** (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" ("The RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the RFB, 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 agrees that this Contract is entered into in order to provide the Services to **Hidalgo County** for **"Turnkey Burial Services (Including Cemetery Plots) for Unidentified Pauper Remains"**. 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 the **Health and Human Services Department Officer** 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 **January 23, 2016** and ending on **January 24, 2018** and may be extended a the sole discretion of the County for an additional one (1) year term, 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 sixty (60) 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. Company shall use no motor driven vehicles in performing 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 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 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 Service 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:

to County:	The County of Hidalgo Attn: County Judge 100 E. Cano Edinburg, Texas 78539
If to Company	Mid Valley Cemetery, Inc. dba/Val Verde Memorial Gardens Attn. Danny R. Mills, President P.O. Box 671

Donna, TX 78537

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) the 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 Contract 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 Contract.

16. This Contract 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 meet the obligations of County under this Contract, County may terminate this Contract 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 Contract. The parties intend this provision to be a continuing right to terminate this Contract 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. **Entire Agreement**. This Contract contains the entire agreement 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 Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

19. **Immunities**. Nothing in this Contract is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this_____ day of_____, 2016.

COUNTY OF HIDALGO

By:_____

Ramon Garcia, County Judge

ATTEST:

By:_____

Arturo Guajardo, Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM

ATLAS, HALL & RODRIGUEZ, LLP

By: _____

Stephen L. Crain, Attorney

EXHIBIT "A"

REQUEST FOR BIDS

PROCUREMENT PACKET

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS

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HIDALGO COUNTY

"Turnkey Burial Services (Including Cemetery Plot) for Unidentified Pauper Remains"

RFB 2016-009-12-02-HGO

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The above mentioned items shall be found in the Request for Bids (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB, Purchasing Agent

November 16, 2015
Date

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 16, 2015

_____
Bidder's name

_____
Address

_____
City

_____
State, Zip Code

Re: **HIDALGO COUNTY**
Request for Bids-*"Turnkey Burial Services (Including Cemetery Plots) for Unidentified Pauper Remains"*
Bid No: 2016-009-12-02-HGO

Dear Prospective Bidders:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/hgo
Enclosures

Bid No: 2016-009-12-02-HGO	Buyer: Heidi Garcia Ortiz	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY

"TURNKEY BURIAL SERVICES (INCLUDING CEMETERY PLOTS) FOR UNIDENTIFIED PAUPER REMAINS"

BID OPENING DATE

DECEMBER 2, 2015

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **Hidalgo County – TURNKEY BURIAL SERVICES (INCLUDING CEMETERY PLOTS) FOR UNIDENTIFIED PAUPER REMAINS** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2016-009-12-02-HGO "TURNKEY BURIAL SERVICES (INCLUDING CEMETERY PLOTS) FOR UNIDENTIFIED PAUPER REMAINS"** and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, DECEMBER 2, 2015. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2016-009-12-02-HGO - RFB-"TURNKEY BURIAL SERVICES (INCLUDING CEMETERY PLOTS) FOR UNIDENTIFIED PAUPER REMAIN-HIDALGO COUNTY".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item/items to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. DO NOT include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (If any)
  d) Notation - **"TURNKEY BURIAL SERVICES (INCLUDING CEMETERY PLOTS) FOR UNIDENTIFIED PAUPER REMAINS"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract Number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Health and Human Services
Attn: Dairen Sarmiento
1304 South 25th
Edinburg, Texas 78539
TEL: (956) 383-6221

17. Schedule of Events

Bid Opening, 9:30 AM	**December 2, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

18. Bid or Performance Bond and Debarment Certification; Payment under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any

purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid

for

HIDALGO COUNTY

"TURNKEY BURIAL SERVICES (INCLUDING CEMETERY PLOTS) FOR UNIDENTIFIED PAUPER REMAINS"

BID NO.: 2016-009-12-02-HGO

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

HIDALGO COUNTY
"TURNKEY BURIAL SERVICES INCLUDING CEMETERY PLOTS FOR UNIDENTIFIED PAUPER REMAINS"
BID NO: 2016-009-12-02-HGO

SCOPE OF SERVICE:

Hidalgo County is seeking "Turnkey Burial Services Including Cemetery Plots for Unidentified (John-Jane Doe's) Pauper Remains" with strict responsible adherence with all specifications and/or requirements contained herein with the bidder submitting the lowest and complying bid. "ALL BURIAL SERVICES" WILL BE ON **"AN AS NEEDED BASIS ONLY".**

SPECIFICATIONS:

Hidalgo County currently has the immediate need to bury the unidentified bodies within a two (2) week turn around period. **Hidalgo County requests that bidders submit bid amounts on a per Turnkey Burial which should include: Cemetery Plot with Opening/Closing costs of Plot and Concrete Liner (if applicable).**

1. Hidalgo County seeks participation from vendors that are properly licensed, registered or otherwise authorized to conduct and render the services specified and detailed herein.

2. Bidders may be required to provide copies of licenses, registrations and certifications required by laws to conduct such services with the bid.

3. The selected bidder shall be required to comply with all rules and regulations set forth by the State of Texas pertaining to the governance of burials and cemeteries including, but not limited to, the location of the plot, depth of each grave (based on the type of container), keeping records of the interment, preparation of the decedent's body for burial, etc.

    a. Hidalgo County currently contracts with a provider to prepare the remains for burial with a contract commencement date of March 1, 2014 and expiration date of February 28, 2018;

    b. Bidders are required to submit a map showing the proposed plots contained within the cemetery boundaries with specific numbers assigned to each plot;

    c. A bidder may not adopt or enforce a rule that prohibits internment because of race, color or natural origin of decedent;

    d. Please provide a written description of the property location and condition. Vendor must be compliant in the maintenance of the cemetery.

4. Cemetery must be located within Hidalgo County, Texas.

5. Burial shall take place between Monday through Friday between 8:00 a.m. and 5:00 p.m.

a) Burial shall be in a grave provided by the cemetery. Contractor is required to open and close the grave as appropriate and the burial shall be conducted with the same dignity,

decorum and solemnity to the grave as is conventional at other funerals.

6. The entire burial procedure, from time the body is taken in charge by the contractor, until the grave is covered and completed, shall be subject to inspection at any or all times by the County.

7. Any religious services held (if any) shall be at no additional cost to the County.

8. No burial shall be performed unless the funeral director of the Contractor, caretaker of the cemetery or his designated representative is present at all times during the burial.

9. All adults, children and infants will be buried in single burial plots. If cemetery regulations allow, adults may be placed in multiple burial plots of three (3) to a plot. The top of the coffin shall be not less than eighteen (18) inches (or to conform to current Texas Law) below the natural surface of the ground after burial. The mound shall be properly and systematically smoothed off with the surface of the ground (no mounding).

10. Perpetual care is not required.

TERMS AND CONDITIONS:

1. The term of the contract is for a period of two (2) years with the County's option to renew for an additional year under the same rates, terms and conditions. Hidalgo County reserves the right to extend the bid award for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delays in the award of the new bid for next contract term.

2. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

3. Evaluation of bids: All bids shall be evaluated on all factors including but not limited to price, qualification of vendor and ability of vendor to render services, etc., and any other factors considered to be in the best interest of Hidalgo County.

4. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with thirty day's (30) written notice prior to cancellation.

5. Hidalgo County reserves the right to accept or reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most valuable to the County.

6. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

7. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

8. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits).

ADDITIONAL INFORMATION:

Further information regarding this project can be addressed to the Hidalgo County Purchasing Department. Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding this RFB be addressed to Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent, at 2812 S. Business 281 (Administration Bldg.)-Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via email: heidi.ortiz@co.hidalgo.tx.us or via facsimile (956) 318-2629 no later than, Wednesday **November 25, 2015** at 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, **November 27, 2015.**

EXHIBIT "B"
HIDALGO COUNTY
"TURNKEY BURIAL SERVICES (INCLUDING CEMETERY PLOTS) FOR UNIDENTIFIED PAUPER REMAINS"
BID No 2016-009-12-02-HGO
BID PAGE

All Burial Services will be on "as needed basis only"

Bidders must provide copies of licenses, and certifications required by law to conduct such services with the bid in order to be considered for award.

DESCRIPTION : TURNKEY BURIAL SERVICES PER BODY	UNIT PRICE
To include Cemetery Plot with Opening/Closing Cost of Plot and Concrete Liner (if applicable)	$

Are you currently registered with the Funeral Services Commission in the State of Texas? Yes ☐ No ☐

If Yes, state how many years? _____.

If No, briefly give an explanation: _____

_____

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE №: _____ FAX №: _____

CELLULAR №: _____ Email: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**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)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

☐ Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
In person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address: Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): ____ Individual ____ Partnership ____ Corporation ____ Non-Profit ____ LLC ____ Sole Proprietor ____ Other, Specify State Identification No.____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: ____ Date:____ Other:
Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker ____ Distributor ____ Service Organization ____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No Indicate Certification No.(s):____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:____ Entry Date: ____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT

C-16-209-00-00

THIS CONTRACT is made and entered into this ____day of _____, 2016 by and between the County of Hidalgo, Texas ("County"), and _____. ("Company").

WHEREAS, Company responded to advertised notices for bids for "Turnkey Burial Services (Including Cemetery Plots) for Unidentified Pauper Remains" (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" ("The RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the RFB, 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:

DRAFT

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to Hidalgo County for **"Turnkey Burial Services (Including Cemetery Plots) for Unidentified Pauper Remains"**. 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 the Health and Human Services Department Officer 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 **January 23, 2016 and** ending on **January 22, 2018** and may be extended at the sole discretion of the County for an additional one (1) year term, 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 sixty (60) day grace period, under the same rates terms and conditions due.

DRAFT

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 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 employment of Company who operate such 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 vehicles in providing the Services.

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

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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 Service 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

DRAFT

delivered personally or sent by certified mail, postage prepaid, as set forth below:

To County: The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company _____
_____
_____
_____

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) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) this contract may be terminated by County without cause upon thirty (30) days written notice prior to cancellation.

DRAFT

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 meet 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. **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

DRAFT

forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Company, and not otherwise.

19. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

DRAFT

WITNESS our hands in duplicate originals this_____ day of_____, 2015.

COUNTY OF HIDALGO

By:_____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:

ATLAS & HALL, LLP

By: _____

Stephen L. Crain, Attorney

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EXHIBIT "A"

REQUEST FOR BIDS

PROCUREMENT PACKET

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EXHIBIT "B"

BID PAGE

EXHIBIT "C"

INSURANCE REQUIREMENTS

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Hidalgo County Health and Human Services
"Turnkey Burial Services (Including Cemetery Plot) for Unidentified Pauper Remains"
Bid No: 2016-009-12-02-HGO

RFB SUBMITTAL CHECK LIST

All forms listed below shall be included in the RFB response, failure to submit any of these forms will be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 8 of Legal Notice

_____ **EXHIBIT "B"**- Bid Page

_____ **EXHIBIT "C"** -Acknowledgement forms (pages 3 and 4) and Insurance (Accord form) if applicable

_____ **EXHIBIT "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.**

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) original, three (3) copies of Bid Response.

_____ All Certificates, Licenses as required by law to conduct such services.

_____ _____
Signature Date

EXHIBIT "B"

BID PAGE

OPENED
9:30 12-2-15

EXHIBIT "B"
HIDALGO COUNTY
"TURNKEY BURIAL SERVICES (INCLUDING CEMETERY PLOTS) FOR UNIDENTIFIED PAUPER REMAINS"
BID No 2016-009-12-02-HGO
BID PAGE

Witnessed

All Burial Services will be on "as needed basis only"

Bidders must provide copies of licenses, and certifications required by law to conduct such services with the bid in order to be considered for award.

DESCRIPTION: TURNKEY BURIAL SERVICES PER BODY	UNIT PRICE
To Include Cemetery Plot with Opening/Closing Cost of Plot and Concrete Liner (If applicable)	$1,800.00

Are you currently registered with the Funeral Services Commission in the State of Texas? Yes [XX] No [ ]

If Yes, state how many years? 24.

If No, briefly give an explanation: N / A

BIDDER/COMPANY NAME: Mid Valley Cemetery, Inc. bda Val Verde Memorial Gardens

ADDRESS: 6200 N. Val Verde Road / P.O. Box 671

CITY/STATE/ZIP CODE: Donna, Texas 78537

PHONE №: 956-464-6060 FAX №: 956-464-6284

CELLULAR №: Email: valverdememgrdn@aol.com

AUTHORIZED SIGNATURE: Danny R Mills

PRINTED NAME: Danny R. Mills

TITLE: President

EXHIBIT "C"

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/3/2015

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 Higginbotham Insurance Agency, Inc. 1400 N. McColl Rd., Ste #105 McAllen TX 78501	CONTACT NAME: Lauro S. Diaz PHONE (A/C, No, Ext): 956-668-3527 FAX (A/C, No): 817-882-9284 E-MAIL ADDRESS: LDiaz@Higginbotham.net
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Texas Mutual Insurance Company — 22945
INSURED MIDVA Mid-Valley Cemeteries Inc DBA Val Verde Memorial Gardens P O Box 671 Donna TX 78537	INSURER B : Hartford Lloyds Insurance Co — 38253 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 709127296 **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	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			65SBATC6986	2/6/2015	2/6/2016	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 $1,000 $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	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			65SBATC6986	2/6/2015	2/6/2016	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
A	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		TSF0001136126	9/25/2015	9/25/2016	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $500,000 $500,000 $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

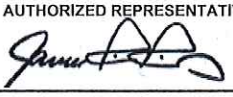
CERTIFICATE HOLDER

Hidalgo County
28112 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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Zimbra **heidi.ortiz@co.hidalgo.tx.us**

RE: RFB No. 2016-009-12-02-HGO - "Turnkey Burial Services (Including Cemetery Plot) for Unidentified Pauper Remains"

From : Steve Crain <scrain@atlashall.com> Thu, Dec 10, 2015 03:26 PM

Subject : RE: RFB No. 2016-009-12-02-HGO - "Turnkey Burial Services (Including Cemetery Plot) for Unidentified Pauper Remains"

To : 'Heidi Ortiz' <heidi.ortiz@co.hidalgo.tx.us>

The agreement is fine.

-----Original Message-----
From: Heidi Ortiz [mailto:heidi.ortiz@co.hidalgo.tx.us]
Sent: Thursday, December 10, 2015 2:33 PM
To: Steve Crain <scrain@atlashall.com>
Subject: RFB No. 2016-009-12-02-HGO - "Turnkey Burial Services (Including Cemetery Plot) for Unidentified Pauper Remains"

Good afternoon Mr. Crain:

Attached is the final contract on the above listed project with all changes and corrections you requested. Thank you very much for all your help.

Sincerely,

Heidi

--
Heidi Garcia Ortiz, Buyer III
Hidalgo County Purchasing Department
2802 S. Business Hwy 281
Edinburg, TX 78539
956-292-7000 Ext. 4877
956-292-7612 Fax
heidi.ortiz@co.hidalgo.tx.us

MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Dairen Sarmiento
H.C. HEALTH AND HUMAN SERVICES DEPT.

From: Heidi Garcia Ortiz hgo
Purchasing Dept., Buyer III

Date: December 3, 2015

Re: **REQUEST FOR RECOMMENDATION for: RFB-2016-009-12-02-HGO -"TURNKEY FUNERAL SERVICES INCLUDING CEMETERY PLOTS FOR UNIDENTIFIED PAUPER REMAINS"**

We received one (1) 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 on or before **Thursday, DECEMBER 3, 2015 @ 10:00 a.m.** Please indicate your recommendation/non-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: **heidi.ortiz@co.hidalgo.tx.us**

☑ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

BUDGET ACCOUNT#: 5-1100-444-00-240-002-0-340

Recommendations/Concerns: _____

If you should have any questions or need additional information please let me know.

Dairen Sarmiento Dairen Sarmiento 12/03/15

AUTHORIZED SIGNATURE PRINTED NAME DATE

AI-52799

Purchasing Department 23. B. 1.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted For: Katia Garcia, COMM. PCT. #1

Submitted By: Moises Salazar, PURCHASING DEPT.

Department: COMM. PCT. #1

Information

CAPTION

Authority to advertise with approval of RFB plans and specifications developed by project engineer, SAMES, Inc., for two Hidalgo County Precinct No. 1 Projects, including the re-advertising of projects in the event no Bid responses are received and/or are rejected and project is still required for:
1) "Paving & Drainage Improvements to: Mile 4W (10N - 12N)" RFB No. 2016-027-01-27-MSS.
2) "Paving & Drainage Improvements to: Mile 12N (FM1015 - 2W)" RFB No. 2016-028-01-27-MSS.

BACKGROUND

Proposed Schedule of Events:

No.	Event	Date
1	Bid Advertisements	01-09-16 & 01-16-16
2	Pre-Bid Conference	01-19-16 @ 3:00 PM
3	**Bid Openings**	01-27-16 @ 3:00 PM

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1347-431-00-121-206-0-721
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
M4W (10N-12N) 6-1347-431-00-121-206-0-721

FISCAL YEAR: 2016 ACCT. #: 6-1347-431-00-121-204-0-721
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
M12N (FM1015-2W) 6-1347-431-00-121-204-0-721

Attachments

Req to Advertise Pct 1 -Mile 4W and 12N

Pct. 1 Mile 4W Front end Documents

Pct. 1 Mile 12N Front End Documents

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/30/2015 11:33 AM
Budget & Management	Veronica Ortiz	12/30/2015 11:41 AM
Glinda Pacheco	Glinda Pacheco	12/30/2015 04:24 PM
Auditor's Office	Monica Badillo	01/01/2016 01:08 PM
Form Started By: Moises Salazar		Started On: 12/29/2015 01:54 PM
Final Approval Date: 01/01/2016		

INVITATION TO BIDDERS

The County of Hidalgo would like to invite you to submit a bid on the following projects:

Bid No.:	Bid Description:	Opening Date:
2016-027-01-27-MSS	**"Hidalgo County Precinct No. 1 – Paving & Drainage Improvements to: Mile 4W (10N - 12N)"**	**January 27, 2016**
2016-028-01-27-MSS	**"Hidalgo County Precinct No. 1 – Paving & Drainage Improvements to: Mile 12N (FM 1015 – 2W)"**	**January 27, 2016**

PROCUREMENT PACKETS. Interested contractors may obtain bid packets at project engineer's office: SAMES, Inc., at 200 South Cage Blvd., Pharr, Texas 78577 Phone No. **(956) 702-8880** for the amount of **$.** General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be **non-refundable**.

PRE-BID CONFERENCE is scheduled for **TUESDAY, January 19, 2016** at **3:00 P.M.** at **HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539**

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo.
A Payment Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the awarded contract exceeds $25,000, and a Performance Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the awarded contract exceeds $100,000.

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet (SEPARATELY FOR EACH PROJECT) as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and **Bid Number** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain **one (1) original and three (3) copies** of bid and must be clearly identified and addressed for delivery to:

HIDALGO COUNTY PURCHASING DEPARTMENT, Attn: Martha L. Salazar, CPPB, County Purchasing Agent.
US Postal Mail/Courier Address: Hidalgo County New Administration Building, 2812 S. Business Hwy 281, Edinburg, TX 78539
Physical Location: Hidalgo County New Administration Building, 2802 S. Business Hwy. 281 (Southeast of Canton Rd & Business Hwy 281) Edinburg, TX

BIDS ACCEPTANCE: Sealed bids will be accepted until **3:00 p.m. on Wednesday, January 27, 2016** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539**. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED

Attention is called to the fact that not less than, the federally determined prevailing (**Davis-Bacon and Related Acts**) wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to the County.

Typed-written Requests For Information (RFI) shall be sent to Engineer. Please follow with a call to confirm receipt of RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by January 22, 2016. Inquiries beyond this date will not be responded. Contact project engineer for copies of Addenda.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the 5th of January , 2016.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

HIDALGO COUNTY PRECINCT No. 1
"Paving & Drainage Improvements to: Mile 4W (10N - 12N)"

BID No. -2016-027-01-27-MSS

TABLE OF CONTENTS –**for COUNTY'S FRONT END DOCUMENTS**

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5.	Exhibit E, Proposer's Affidavit	1
6.	Certification Regarding Debarment	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Statement of Credentials	5
9.	County Forms Submittal Check List	1

The above mentioned items shall be found in this RFB packet. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

January 11, 2016

_____

_____

_____

_____

Re: **HIDALGO COUNTY PRECINCT No. 1**
Request for Bids –**"Paving & Drainage Improvements to: Mile 4W (10N - 12N)"**
Bid No: 2016-027-01-27-MSS

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/mss

Enclosures

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY PRECINCT NO. 1

-"Paving & Drainage Improvements to: Mile 4W (10N - 12N)"

RFB NO: 2016-027-01-27-MSS

Acceptance Date: **January 27th, 2016**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Moises Salazar, Buyer III
(956) 292-7000 Ext. 4863
moises.salazar@co.hidalgo.tx.us

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 1-PAVING & DRAINAGE IMPROVEMENTS TO: MILE 4W (10N - 12N)"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2016-027-01-27-MSS- HIDALGO COUNTY PRECINCT NO. 1-PAVING & DRAINAGE IMPROVEMENTS TO: MILE 4W (10N - 12N)"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 3:00 p.m., WEDNESDAY, JANUARY 27, 2016.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS -2016-027-01-27-MSS- HIDALGO COUNTY PRECINCT NO. 1 -PAVING & DRAINAGE IMPROVEMENTS TO: MILE 4W (10N - 12N)".

   WRITTEN QUESTIONS WILL BE ACCEPTED. Written RFI's shall be sent to the office of project engineer: SAMES, Inc., *at* *sam@samengineering-surveying.com* . Please call 956-702-8880 to confirm receipt RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by January 22, 2016. Inquiries beyond this date will not be responded. Contact project engineer for copies of Addenda. All bidders who paid a deposit will be required to return Addenda as part of the Construction Documents in order to receive full deposit refund.

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County

determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to

submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY OF PRODUCTS AND SERVICES INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **BID-2016-027-01-27-MSS- HIDALGO COUNTY PRECINCT NO. 1-"PAVING & DRAINAGE IMPROVEMENTS TO: MILE 4W (10N - 12N)"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Ray Eufracio, CPA, Hidalgo County Auditor
2802 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. Schedule

Pre-Bid Conference,	**3:00 PM**	**January 19, 2015**
Bid Opening,	**3:00 PM**	**January 27 , 2015**
Award of Contract		_____, 2015
Commence Work or Deliver Products		_____, 2015

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $100,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- NOTICE:
ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the Bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

BIDDERS ACKNOWLEDGEMENT
Bid
for

HIDALGO COUNTY PRECINCT NO. 1
"PAVING & DRAINAGE IMPROVEMENTS TO: MILE 4W (10N - 12N)"
BID-2016-027-01-27-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(This page must be submitted in response)

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) PERS & ADV INJURY AL AGGREGATE ODUCTS – COMP/OP GG	$ $ $ $ $ $
B	**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)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $ $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:_____Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt
Have you been certified as a HUB or an MBE/WBE source?: Yes No
Indicate Certification No.(s):_____ or are Certificate(s) attached?: Yes No
What type of product(s) is/are solicited by your company?:
Would you like to be provided with specifications for procurements of such products?: Yes No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):
Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
| | | | - | | | - | | | | |

or

Employer identification number
| | | - | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

STATEMENT OF CREDENTIALS

1. **GENERAL:** In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the following items. All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

Name of Bidder: _____

Address: _____

_____

Date Organized: _____ Date Incorporated: _____

Office Number: _____ Fax Number: _____

Number of years in business under present name: _____

Type of work performed by your company: _____

_____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a contract? _____

2. **EXPERIENCE:** The Bidder will give below a list of similar projects which he/she has completed within the last five (5) years.

1. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

2. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

3. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

4. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

5. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

_____

_____

_____

_____

_____

_____

_____

4. **SUBCONTRACTORS:** List any subcontractors you propose to use on the Hidalgo County's project that will comprise at least 20% of the total project cost. Use additional page if necessary. This information is considered preliminary and may be revised prior if bid is awarded and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from Hidalgo County.

   Failure to submit the information as required may result in a disqualification of your bid.

_____

_____

_____

_____

_____

6. **PERFORMANCE OF WORK BY BIDDER:** Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder herby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this _____ day of _____, 20_____.

_____

By_____

Title_____

Subscribed and sworn to me this _____ day of _____, 20___.

By:_____

Notary Public in and for _____County, Texas

My commission expires _____

HIDALGO COUNTY PRECINCT No. 1
"Paving & Drainage Improvements to: Mile 4W (10N - 12N)"

BID No. -2016-027-01-27-MSS

SUBMITTAL CHECK LIST

The following list of forms must be included in the RFB response, failure to submit any of these forms may be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form.

_____ Exhibit "E" –Proposers Affidavit

_____ Certification Regarding Debarment

_____ Vendor Bidder Application and IRS form W-9

_____ STATEMENT OF CREDENTIALS

_____ **One (1) original and three (3) copies of complete Response, including any other documentation requested in this RFB not herein listed (i.e. Bid Form, Bid Bond, Sub-Contractors List, references, etc).**

Name:_____

Signature: _____ Date: _____

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

HIDALGO COUNTY PRECINCT No. 1
"Paving & Drainage Improvements to: Mile 12N (FM1015 -2W)"

BID No. -2016-028-01-27-MSS

TABLE OF CONTENTS –**for COUNTY'S FRONT END DOCUMENTS**

Item	Description	No. of Pages
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2.	Legal Notice	9
3.	Exhibit C, Insurance Requirements	4
4.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
5.	Exhibit E, Proposer's Affidavit	1
6.	Certification Regarding Debarment	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Statement of Credentials	5
9.	County Forms Submittal Check List	1

The above mentioned items shall be found in this RFB packet. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

January 11, 2016

_____

_____

_____

_____

Re: **HIDALGO COUNTY PRECINCT No. 1**
Request for Bids –**"Paving & Drainage Improvements to: Mile 12N (FM1015 -2W)"**
Bid No: 2016-028-01-27-MSS

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/mss

Enclosures

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY PRECINCT NO. 1

-"Paving & Drainage Improvements to: Mile 12N (FM1015 -2W)"

RFB NO: 2016-028-01-27-MSS

Acceptance Date: **January 27th, 2016**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Moises Salazar, Buyer III
(956) 292-7000 Ext. 4863
moises.salazar@co.hidalgo.tx.us

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 1-PAVING & DRAINAGE IMPROVEMENTS TO: MILE 12N (FM1015 -2W)"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2016-028-01-27-MSS- HIDALGO COUNTY PRECINCT NO. 1-PAVING & DRAINAGE IMPROVEMENTS TO: MILE 12N (FM1015 -2W)"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 3:00 p.m., WEDNESDAY, JANUARY 27, 2016.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS -2016-028-01-27-MSS- HIDALGO COUNTY PRECINCT NO. 1 -PAVING & DRAINAGE IMPROVEMENTS TO: MILE 12N (FM1015 -2W)".

   WRITTEN QUESTIONS WILL BE ACCEPTED. Written RFI's shall be sent to the office of project engineer: SAMES, Inc., *at* *sam@samengineering-surveying.com* . Please call 956-702-8880 to confirm receipt RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by January 22, 2016. Inquiries beyond this date will not be responded. Contact project engineer for copies of Addenda. All bidders who paid a deposit will be required to return Addenda as part of the Construction Documents in order to receive full deposit refund.

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County

determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to

submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY OF PRODUCTS AND SERVICES INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **BID-2016-028-01-27-MSS- HIDALGO COUNTY PRECINCT NO. 1-"PAVING & DRAINAGE IMPROVEMENTS TO: MILE 12N (FM1015 -2W)"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Ray Eufracio, CPA, Hidalgo County Auditor
2802 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. Schedule

Pre-Bid Conference,	**3:00 PM**	**January 19, 2015**
Bid Opening,	**3:00 PM**	**January 27 , 2015**
Award of Contract		_____, 2015
Commence Work or Deliver Products		_____, 2015

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $100,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- NOTICE:
ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the Bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

BIDDERS ACKNOWLEDGEMENT
Bid
for

HIDALGO COUNTY PRECINCT NO. 1
"PAVING & DRAINAGE IMPROVEMENTS TO: MILE 12N (FM1015 -2W)"
BID-2016-028-01-27-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(This page must be submitted in response)

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**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)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIM DE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:_____Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** Yes No **Indicate Certification No.(s):_____ or are Certificate(s) attached?:** Yes No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** Yes No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): **Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
			–			–		

or

Employer identification number
			–					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

STATEMENT OF CREDENTIALS

1. **GENERAL:** In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the following items. All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

Name of Bidder: _____

Address: _____

_____

Date Organized: _____ Date Incorporated: _____

Office Number: _____ Fax Number: _____

Number of years in business under present name: _____

Type of work performed by your company: _____

_____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a contract? _____

2. **EXPERIENCE:** The Bidder will give below a list of similar projects which he/she has completed within the last five (5) years.

1. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

2. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

3. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

4. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

5. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

_____

4. **SUBCONTRACTORS:** List any subcontractors you propose to use on the Hidalgo County's project that will comprise at least 20% of the total project cost. Use additional page if necessary. This information is considered preliminary and may be revised prior if bid is awarded and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from Hidalgo County.

   Failure to submit the information as required may result in a disqualification of your bid.

6. **PERFORMANCE OF WORK BY BIDDER:** Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder herby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this _____ day of _____, 20_____.

_____

By_____

Title_____

Subscribed and sworn to me this _____ day of _____, 20___.

By:_____

Notary Public in and for _____County, Texas

My commission expires _____

HIDALGO COUNTY PRECINCT No. 1
"Paving & Drainage Improvements to: Mile 12N (FM1015 -2W)"

BID No. -2016-028-01-27-MSS

SUBMITTAL CHECK LIST

The following list of forms must be included in the RFB response, failure to submit any of these forms may be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form.

_____ Exhibit "E" –Proposers Affidavit

_____ Certification Regarding Debarment

_____ Vendor Bidder Application and IRS form W-9

_____ STATEMENT OF CREDENTIALS

_____ **One (1) original and three (3) copies of complete Response, including any other documentation requested in this RFB not herein listed (i.e. Bid Form, Bid Bond, Sub-Contractors List, references, etc).**

Name:_____

Signature: _____ Date: _____

AI-52794

Purchasing Department 23.
C. 1.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted For: Eddie Cantu, COMM. PCT. #2 Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pursuant to current contract with L&G Engineering (Article 14), a request for approval by engineer to permit the subcontracting of R.O.W. Surveying Services, LLC. in connection with Work Authorization No. 3 for the Pct 2 Regional Linear Park Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Subcontracting Notice

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/30/2015 11:33 AM
Budget & Management	Veronica Ortiz	12/30/2015 11:40 AM
Auditor's Office	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Erika Zamora Started On: 12/28/2015 06:25 PM

Final Approval Date: 01/01/2016

L&G Engineering
Transportation Consultants

July 15, 2015

Hon. Eddie Cantu
Hidalgo County Precinct No. 2
300 West Hall Acres
Pharr, Texas 78589

RE: Subcontracting Notice for Regional Hike & Bike Project
Contract No. 15-046-03-03

Dear Commissioner Cantu:

We would like to inform you of the subcontractor that we will be using on the Regional Hike & Bike Project Work Authorization #3. Please coordinate with your Purchasing Department for Commissioner's Court approval of this notification. This sub-contractor will be providing Surveying Services for the above referenced project.

Subcontractor:
Field Surveyor:
Mr. Julio Cerda, P.E.
R.O.W. Surveying Services, LLC.
900 S. Stewart Road, Ste. 13
Mission, Texas 78572
Phone (956)-424-3335

Should you have any questions, please feel free to give me a call at 956-585-1909.

Sincerely,

David Saenz, P.E., C.F.M.
Project Manager

cc: Hidalgo County Auditor's Office

AI-52708

Purchasing Department 23.
C. 2.

CC - REGULAR
Meeting Date: 01/05/2016
Submitted For: Erika Zamora, COMM. PCT. #2
Submitted By: Vangie Garcia, PURCHASING DEPT.
Department: COMM. PCT. #2

Information

CAPTION

Acceptance and approval of request to purchase a **"subsite with the annual hosting and support for the subsite"** and a **"custom mobile app with setup and annual fee"** including any future hardware, software, maintenance, technical support, updates, upgrades, licenses, automatic renewals and any other pertinent related services with **CivicPlus** [**County's sole source vendor** for the **County's Official Website** amid **sole source declaration**] for said purchase thru assigned **requistion #288959** as follow with authority for County Judge or Designee to execute said agreements:

Subsite setup Fee: $6,425.00
Subsite annual fee for hosting and support: $1,575.00

Custom Mobile App setup fee: $5,500.00
Custom Mobile App annual fee: $1,950.00

TOTAL AMOUNT: **$15,450.00**

BACKGROUND

Previous CC approval of CivicPlus sole source declaration-AI#35478-12/11/12.

Fiscal Impact

FISCAL YEAR: 201X ACCT. #: X-1100-415-00-200-002-0-336
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Requisition# 288959

Funding available in the following accounts as of 12-28-15:
5-1100-415-00-200-002-0-336 $ 6,380
6-1100-415-00-200-002-0-336 $681,423 (from 2016 Adopted budget)

Attachments

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	12/21/2015 08:57 AM
Budget & Management	Veronica Ortiz	12/21/2015 04:01 PM
Manuel Chapa	Manuel Chapa	12/28/2015 09:53 AM
Auditor's Office	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Vangie Garcia Started On: 12/17/2015 10:39 AM

Final Approval Date: 01/01/2016

CIVICPLUS
HELPING COMMUNITIES ENGAGE & INTERACT

Remit to:
302 S 4th St. Suite 500
Manhattan, KS 66502
P 888-228-2233
F 785-587-8951

QUOTE

Estimate # 8490
Date 11/30/2015
Expires 12/30/2015

Bill To
Hidalgo County
PO Box 207
Edinburg TX 78540

This quote does not initiate action by CivicPlus until the appropriate approvals have been received.

Quantity	Description	Amount
1	Subsite Setup Fee	6,425.00
1	Subsite Annual Fee for Hosting and Support	1,575.00

Total $8,000.00

Subsite for **Hidalgo County, TX Precinct 2** **Parent Site – Hidalgo County, TX**

CivicPlus Subsite Sales Form

Organization	Hidalgo County, TX Precinct 2	URL	
Street Address	300 W Hall Acres, Suite G		
Address 2			
City	Pharr	State Texas	Postal Code 78577

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone	Pepe Cabeza De Vaca - (956)207-1929
Emergency Contact & Mobile Phone	Robert Garcia (956)460-7285
Emergency Contact & Mobile Phone	Armando Garza (956)451-7868

Project Contact	Pepe Cabeza De Vaca	Email	jose.cabezadevaca@co.hidalgo.tx.us
Phone	(956)787-1891 Ext 2016	Fax	(956)787-4683

Billing Contact	Erika Zamora	E-Mail	erika.zamora@co.hidalgo.tx.us
Phone	(956)787-1891 Ext. 2015	Fax	(956)787-4683
Billing Address	300 W Hall Acres, Suite G		
Address 2			
City	Pharr	ST Texas	Postal Code 78577
Tax ID #	74-6000-717	Sales Tax Exempt #	
Billing Terms	Annual	Account Rep	Kayla Maldonado

Info Required on Invoice (PO or Job #)

CivicPlus • 302 South 4th St., Suite 500 • Manhattan, KS 66502 • www.CivicPlus.com
Toll Free 888-228-2233 • Accounting Ext 291 • Support Ext. 307 • Fax 785-587-8951

CivicPlus Project Development Services & Scope of Services for Subsite All Quotes are in US Dollars and Valid until 12/31/2015		
Project Details	**Optional**	**One Time Fee**
Design & Project Overview		
• Administration separate from parent site • Separate template from parent site • Separate design elements and color scheme from parent site, including template, banner, colors, style, and graphic elements. • Unique graphic buttons • Unique URL • Unique global navigation NOTE: Simple navigation is developed as part of the design. CivicPlus will develop recommended navigation for an additional fee. • Existing and future modules separate from parent site • Shared site search (returns results from both sites) • Up to 20 pages of content will be developed. Additional development may be purchased • Training not included		**$8000**
ADVANCED Subsite Add-Ons		
Additional content development	*Optional $1,450/50 pages*	
Develop recommended navigation	*Optional $1,750*	
Content review and quality assurance	*Optional $1,500*	
Full system interactive webinar training – 12 hours *Quote includes free use of up to 6 webcams*	*Optional $1,800*	
Full system on-site training – 16 hours	*Optional $4,400*	
Refresher interactive webinar training – 4 hours *Quote includes free use of up to 6 webcams*	*Optional $600*	
Total Project Development Fee		**$8000**
First Year Annual Services Fee Server storage not to exceed 10 GB		**Included**
	Total Fees Year 1	**$8000**

Hosting fees for your subsite are subject to the renewal terms of the original contract between CivicPlus and Hidalgo County TX. The Total Fees for Year 1 will be invoiced upon agreement signing. Invoicing for Year 2 Annual Services begins one (1) year from agreement signed. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a $5.00 convenience fee.

2nd Year and Beyond Annual Services Fee *Subject to annual increase of 5% year 3 and beyond*	**$1575**

Annual Services Include the Following:

Support	**Maintenance of CivicPlus Application & Modules**	**Hosting**
7-7 (CST) Mon-Fri (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response during Normal Hours Usability Improvements Integration New & Upgraded Services Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Phone Consulting CivicPlus Connection	Install Service Patches for OS Upgrades Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Natural Gas Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware

CivicPlus • 302 South 4th St., Suite 500 • Manhattan, KS 66502 • www.CivicPlus.com
Toll Free 888-228-2233 • Accounting Ext. 291 • Support Ext. 307 • Fax 785-587-8951

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Hidalgo County	Date
CivicPlus	Date

Sign and e-mail or Fax this Copy	**And – Mail Two (2) Signed Originals**
Attn: Contract Manager Email: SalesCoordinators@CivicPlus.com Fax: 785-587-8951	CivicPlus Contract Manager 302 South 4th St., Suite 500 Manhattan, KS 66502

We will e-mail or fax a counter-signed copy of the contract back to you so we can begin your project. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.

CIVICPLUS
HELPING COMMUNITIES ENGAGE & INTERACT

Remit to:
302 S 4th St. Suite 500
Manhattan, KS 66502
P 888-228-2233
F 785-587-8951

QUOTE

Estimate #	8491
Date	11/30/2015
Expires	12/30/2015

Bill To
Hidalgo County
PO Box 207
Edinburg TX 78540

This quote does not initiate action by CivicPlus until the appropriate approvals have been received.

Quantity	Description	Amount
1	Custom Mobile App Setup Fee	5,500.00
1	Custom Mobile App Annual Fee	1,950.00

Total $7,450.00

Custom Mobile App for **Hidalgo County, TX Precinct 2**

Organization	Hidalgo County, TX Precinct 2	URL	To be included w/ subsite in production
Street Address	300 W Hall Acres, Suite G		
Address 2			
City	Pharr	State Texas	Postal Code 78577
Billing Contact	Erika Zamora	Email	erika.zamora@co.hidalgo.tx.us
Phone	(956)787-1891	Ext. 2015	Fax
Billing Address	300 W Hall Acres, Suite G		
Address 2			
City	Pharr	State Texas	Postal Code 78577
Tax ID #	74-6000-717	Sales Tax Exempt #	
Billing Terms	Annual	Account Rep	Kayla Maldonado
Info Required on Invoice (PO or Job #)			
Project Contact	Pepe Cabeza De Vaca	Email	jose.cabezadevaca@co.hidalgo.tx.us
Phone	(956)787-1891	Ext. 2016	Fax (956)787-4683

CivicPlus Project Development Services & Scope of Services for Custom Mobile Application

All Quotes are in US Dollars and Valid until 12/31/2015

Project Details	**One Time Fee**
Design & Project Overview	

• Unique app name (name of app for on iTunes & Android Market)
• Unique design elements and color scheme
  ○ Image design for icon screen
  ○ Splash page that will appear when launching the app
  ○ Banner that will appear across the top of app (including text and background)
  ○ Background (image & color)
  ○ Color of text under icons
• Unique module appearance
  ○ App navigation (which modules appear and in what order they appear)
  ○ Name of modules
  ○ Icons associated with the modules
	$5,500

50% Discount until December 31st, 2015	-$2,750
Total Project Development Fee	**$2,750**

CivicPlus • 302 South 4th St., Suite 500 • Manhattan KS 66502 • www.CivicPlus.com
Toll Free 888-228-233 • Accounting Ext. 291 • Support Ext. 307 • Fax 785-587-8951

Annual Support, Maintenance & Hosting Service Include the Following:	
• **Support** o 7-7 (CST) Mon-Fri (excluding holidays) o 24/7 Emergency Support o Dedicated Support Personnel o 2-hour Response during Normal Hours o Usability Improvements o Integration New & Upgraded Services o Proactive Support for Updates & Fixes o Online Training Manuals o Monthly Newsletters o Phone Consulting o CivicPlus Connection • **Maintenance of CivicPlus Application & Modules** o Install Service Patches for OS o Upgrades o Fixes o Improvements o Integration o Testing o Development o Usage License • **Hosting** o Shared Web/SQL Server o DNS Consulting & Maintenance o Monitor Bandwidth-Router Traffic o Redundant ISP o Redundant Cooling o Natural Gas Powered Generator o Daily Tape Backup o Intrusion Detection & Prevention o Antivirus Protection o Upgrade Hardware	**$1,950**
• **Annual Placement on Apple's iTunes Store and Android's Market**	**Included**
Total Annual Fee Increase	**$1,950**

Client agrees to allow CivicPlus to display CivicPlus insignia within the custom developed app and available splash screen.

Client will be invoiced for the Total Project Development Fee and the Total 1st Year Annual Fee upon submission of the Sales Form and P.O.

The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a $5.00 convenience fee.

Annual fees for your Custom Mobile Application are subject to the renewal terms of the original contract between CivicPlus and Hidalgo, TX Precinct 2.

CivicPlus • 302 South 4th St., Suite 500 • Manhattan, KS 66502 • www.CivicPlus.com
Toll Free 888-228-233 • Accounting Ext. 291 • Support Ext. 307 • Fax 785-587-8951

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Hidalgo County	Date
CivicPlus	Date

Sign and e-mail or Fax this Copy	**And – Mail Two (2) Signed Originals**
Attn: Contract Manager	CivicPlus Contract Manager
Email: SalesCoordinators@CivicPlus.com	302 South 4th St., Suite 500
Fax: 785-587-8951	Manhattan, KS 66502

We will e-mail or fax a counter-signed copy of the agreement back to you so we can begin your project. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.

–Remainder of this page left intentionally blank–

RE: Civic Plus-Custom Mobile App/Annual Fee and Subsite Setup/Annual Fee for Hosting and Support

From : Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Thu, Dec 17, 2015 10:07 AM

Subject : RE: Civic Plus-Custom Mobile App/Annual Fee and Subsite Setup/Annual Fee for Hosting and Support

To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>, 'victor garza' <victor.garza@da.co.hidalgo.tx.us>

Cc : 'Martha L. Salazar' <martha.salazar@co.hidalgo.tx.us>, 'Darlene H. Betancourt' <darlene.betancourt@co.hidalgo.tx.us>, 'Rudy Salinas' <rudy.salinas1@co.hidalgo.tx.us>

Vangie,

We have reviewed the attached quote and agreement with Civic Plus and approve as to the form of the agreement.

Thank you,

Josephine Ramirez Solis
Assistant Criminal District Attorney
Chief - Civil Division
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 292-7609 ext. 8186
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

****
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR,**

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Re: Civic Plus

From : Erika Zamora <erika.zamora@co.hidalgo.tx.us> Thu, Dec 17, 2015 02:36 PM
Subject : Re: Civic Plus 1 attachment
To : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>
Cc : Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>, Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us>, Jose Cabeza de Vaca <jose.cabezadevaca@co.hidalgo.tx.us>, Armando Garza <armando.garzajr@co.hidalgo.tx.us>

External images are not displayed. Display images below

Vangie,

Attached please find the completed forms.

In addition, Requisition#288959 has been created for the reference on the agenda item.

Please let me know if you need anything else from our office.

Thank you,

Erika Zamora
Director of Administrative Operations
Hidalgo County Pct 2
300 W Hall Acres, Suite G
Pharr, TX 78577
(956)292-7000 Ext 2015 - Office

AI-52747

Purchasing Department 23.
D. 1.

CC - REGULAR
Meeting Date: 01/05/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Sandra Montalvo, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Discussion and applicable action in connection with the current contract between Hidalgo County and Pro-Medic, LLC including
but not limited to the following options:

A. Permit the current agreement with Pro-Medic to expire on 02-18-16 while due process in exercised by State of Texas Dept. of Health; OR,

B. Pursuant to notification to Precinct #3 from State of Texas Department of Health [see attachment herein] and Articles 6 & 16 of the current agreement between Hidalgo County and Pro-Medic EMS, LLC action to send notice of termination due to the circumstances described in attachments effective upon execution of new contract to be awarded herein;
C. Presentation of scoring grid [for the purposes of ranking and award of contract] of the proposals received for: Emergency Ambulance Services for those Unincorporated Areas in Pct 3 and as further described and detailed in the specifications in the approved HC RFP;

Evaluators	PROMEDIC EMS LLC	MED-CARE EMS	HIDALGO COUNTY EMS
Evaluator 1	90	66	91
Evaluator 2	93	82	96
Evaluator 3	93	80	94
Evaluator 4	93	82	98
TOTAL	369	310	379
AVERAGE	92.25	77.50	94.75
CC Ranking			

D. Authority to negotiate a final “Emergency Ambulance Services for Unincorporated Areas in Pct 3” Agreement with the number one ranked firm of _____.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #:

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

BUDGETARY IMPACT:

Current contract has $0 fiscal impact to County.
Funds will be appropriated accordingly if needed after selection is made.

Attachments

backup

Contract

order

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/30/2015 11:28 AM
Budget & Management	Veronica Ortiz	12/30/2015 11:38 AM
Auditor's Office	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Sandra Montalvo Started On: 12/23/2015 07:28 AM

Final Approval Date: 01/01/2016

HIDALGO COUNTY PURCHASING DEPARTMENT
RFP ACCEPTANCE SHEET

RFP ACCEPTANCE DATE: November 18, 2015	**RFP OPENING TIME:** 9:30 A.M.
DESCRIPTION RFP: Hidalgo County Precinct No. 3-"Emergency Ambulance Services for Unincorporated Areas in Pct 3 (Alton-Palmview-Granjeno)"	
RFP NO: 2015-260-11-18-SMA	**BUYER: Sandra Montalvo**

	NAME OF COMPANY	ACKNOWLEDGEMENT OF RECEIPT OF RFP RESPONSE
1.	PRO MEDIC, EMS LLC	1 Original 7 Copies
2.	MED CARE EMS	1 Original 7 Copies
3.	HIDALGO COUNTY EMS	1 Original 7 Copies
4.		_____Original _____Copies
5.		_____Original _____Copies
6.		_____Original _____Copies
7.		_____Original _____Copies
8.		_____Original _____Copies

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: ***November 18, 2015*** | **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: Hidalgo County Precinct No. 3-"Emergency Ambulance Services for Unincorporated Areas in Pct 3 (Alton-Palmview-Granjeno)"

RFP NO.: ***2015-260-11-18-SMA*** | **Buyer: Sandra Montalvo**

	NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (if applicable) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
1)	HIDALGO COUNTY EMS Attn: Kenny Ponce	E-mail	Sandra Montalvo	11/02/15	1100 West Albred Pharr, TX 78577 (956) 686-1224 o (361) 562-4484 c Joey Campos 956-227-1092-Kenny Ponce Kponce100@yahoo.com ddelossantos@hidalgocountyems.org
2)	ALLEGIANCE AMBULANCE Attn Daniel Gillespie	E-mail	Sandra Montalvo	11/02/15	(214) 808.2053 cell/text daniel.gillespie@allegiance-ambulance.com
3)	PRO-MEDIC EMS Attn: John Pena/Jesse Flores	E-mail	Sandra Montalvo	11/02/15	1000 E Expwy 83 San Juan, TX (956) 782-9886 o (956) 533-6677 c jjpena2005@gmail.com jovi_promedicems@yahoo.com
4)	PRO-MEDIC EMS Attn: Ignacio Hernandez	EMR	Sandra Montalvo/ Sandy Suarez	11/02/15	hernandez@promedicems.com
5)	HIDALGO COUNTY EMS Attn: Jose A. Gomez, Jr., EMT-P Marketing/Public Relations	EMR	Sandra Montalvo/ Sandy Suarez	11/03/15	1415 W. Owassa Edinburg, TX. 78502 O-956-686-5353 F-683-9136 C-956-784-2714 jagomez@hidalgocountyems.org
6)	MED CARE EMS Attn: M. Gilbert	IP	Sandra Montalvo/ Sandy Suarez	11/03/15	P.O. BOX 6767 McAllen, TX. 78502 956-369-0911 mgilbert@medcare.com
7)	41 PRIME VENDOR Attn: Prime Vendor, Inc.	EMR	Sandra Montalvo/ Sandy Suarez	11/03/15	4622 Cedar Ave. Suite 124 Wilmington, NC 28403 Phone: 800-746-9554 Fax: 800-746-8307 Contact Email: work41@prime-vendor.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PCT 3-
Emergency Ambulance Services for Unincorporated Areas in Pct #3

Scoring Grid

EVALUATORS	RESPONDENTS		
	Pro-Medic EMS LLC	**MED CARE EMS**	**HIDALGO COUNTY EMS**
Evaluator 1	90	66	91
Evaluator 2	93	82	96
Evaluator 3	93	80	94
Evaluator 4	93	82	98
TOTAL	369	310	379
Average	92.25	77.50	94.75
CC Ranking			

TEXAS
Department of
State Health Services

License Number: 300178	***Current Date: 12/23/2015 08:53 AM***
Name:	**PRO MED EMS LLC DBA**
Doing Business As:	**PRO MEDIC EMS**
License Type:	**Licensed EMS Provider**
License Status:	**Emergency Suspension**
Expiry Date:	**12/31/2015**
Effective Rank Date:	**12/31/2005**
Modifier(s):	**Ground Only**
	Mobile Intenstive Care Unit
	E911 & Transfer

Addresses

Billing Address	Address	**PRO MED EMS LLC DBA** **SAN ANTONIO , TX** **BEXAR** **78257** **US**
Primary Loc	Address	**1522 N TOWER RD** **ALAMO , TX** **HIDALGO** **78516** **US**
	Phone Number:	**9567027577**
Records Loc	Address	**PRO MED EMS LLC DBA** **ALAMO , TX** **HIDALGO** **78516** **US**
Dispatch Center	Address	**PRO MED EMS LLC DBA** **ALAMO , TX** **HIDALGO** **78516** **US**
Station Loc	Address	**Driscoll Sector** **210 W.Main St.** **DRISCOLL , TX** **NUECES** **78380**

E-14-391-10-28

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
956-318-2626 / Fax: 956-318-2629

October 07, 2014

Mr. Jesus Flores
100 North Tower Rd
Alamo, Texas 78516

Via email: eureste@promedicems.com

Re: "Emergency Ambulance Services for Unincorporated Areas in Pct #3"
current contract #: c-12-203-11-13

Dear Mr. Flores:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise the **one (1) year** renewal as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of October 28, 2014 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, Tuesday, October 14, 2014, via e-mail to: yvette.salinas@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: 10-7-14

Additionally, we are requesting your company provide updated certificates of insurance and license as required through Hidalgo County's Request for Bid, Quote, Proposal, and /or Statement of Qualifications.

Should you have any questions or require additional information, please do not hesitate to contact me at 956-318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Yvette Salinas

Yvette Salinas, Buyer III
Hidalgo County Purchasing Department

APPROVED

AI-35198 **Purchasing Department 19. C. 1.**
CC REGULAR
Meeting Date: 11/13/2012
Submitted For: Martha L. Salazar **Submitted By:** Yvette Islas, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Requesting acceptance and approval of the final negotiated contract/agreement (viewed and approved as to form by legal counsel) which includes best and final offer with Pro-Med EMS, LLC (ranked highest firm by cc on 10-23-12 for "Emergency Ambulance Services for Unincorporated Areas in Pct 3" (RFP No. 12-203-09-19-YSI.)

BACKGROUND

Subject to legal review on name issue only.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Zero cost to County, no fiscal impact to Hidalgo County.

Attachments

aprvd as to form
agreement

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	11/09/2012 03:46 PM

Form Started By: Yvette Islas Started On: 11/08/2012 11:44 AM

Final Approval Date: 11/09/2012

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

EMERGENCY AMBULANCE SERVICE CONTRACT
C-12-203-11-13

THIS CONTRACT is made and entered into this **13TH day of November, 2012** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **PRO-MED EMS, LLC** a limited liability Company ("Company").

WHEREAS, rural areas situated outside the corporate boundaries of any cities in Precinct3 Hidalgo County and not served by ambulance service of any fire district located in such Precinct 3, as well as the areas within the municipal boundaries of the cities of Alton, Palmview, Granjeno, La Joya, Sullivan City and Penitas (collectively, the "Service Area" or "Service Areas"), are not consistently served by ambulance service: and

WHEREAS, the provision of emergency ambulance services may, under Texas law, be provided to a Service Area by a county; however, counties are not required to provide services to a Service Area by a county; and

WHEREAS, County has, on **November 13, 2012** through its Commissioners Court, awarded a contract to Company to perform the services; and

WHEREAS, Company is duly licensed under the Emergency Medical Services Act, V.T.C.A., Health and Safety Code (the "Act"); and

WHEREAS, Company is willing to provide services in accordance with specifications attached hereto as Exhibit "A" and incorporated herein by reference (the "Specifications"); and

one (1) year term, (the "Termination Date") unless this Contract is earlier terminated pursuant to the provisions herein.

5. As a condition of this Contract, if a new provider is not in place at the end of the normal contract term, termination/cancellation date, Company will continue providing services for a period not to exceed 90 (ninety) days or until new contract is approved.

6. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

7. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract a valid emergency ambulance provider license for the highest level of care, issued by the Texas Board of Health (the "License"), subject to all terms and conditions of the Act, as may from time to time be amended.

8. All ambulances operated under the license shall contain all equipment required by the Act and the Specifications, and all person in the employ of Company who provided emergency medical care in such ambulances shall have the qualifications, skill and expertise to perform such emergency medical services, shall have all permits and/or certificates required by the Act, shall comply with all rules and regulations prescribed by the State Board of Health or any other agency or authority having jurisdiction with regard to the operation and/or provision of ambulance service, and with the terms of the specifications.

9. As consideration for rendering the Emergency Ambulance Service provided for in this Contract, the Company agrees not to charge the County for services rendered.

10. Company shall provide insurance in force on all its vehicles and all persons connected with provided services under this Contract naming County as an additional insured, with the

coverage's and in the amounts described in the Specifications, and shall furnish to County a certificate of such insurance coverage.

11. Company shall provide a sufficient number of ambulances, personal and equipment as further defined in the specifications, available to answer and service emergency call that it receives from any source within the Service Area, and insures that upon every response, Company shall have at least two state certified emergency service personnel responding to the call.

12. The fees charged by Company to the public shall be the Company's ordinary and customary fees as more particularly described on Exhibit "B" attached hereto.

13. 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 commented with this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

14. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

15. 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 emergency services provided by Company, and that Company is an independent contractor under this Contract.

16. In the event either party to this Contract defaults in the performance of any of its obligations hereunder, or in the event either party contends that the other party had so defaulted, the non-defaulting party will give written notice to the alleged defaulting party, setting forth such default, and the alleged defaulting party shall have thirty (30) days after receipt of such written

notice to cure such default if the alleged default is that of Company and such default creates, in the sole opinion of the County, life threatening conditions then this Contract may be terminated immediately. If either party hereto fails to cure a default, the non-defaulting party shall have the right to immediately cancel and terminate this Contract and seek whatever available remedy such non-defaulting breaching party may have in a court of competent jurisdiction. Any provision of this Contract to the contrary notwithstanding, if County is unable to find a suitable replacement upon the termination of this Contract, Company agrees to continue in the capacity herein described for a period not to exceed thirty (30) days at the same compensation stipulated in this Contract so the County may have an additional period of time to find a suitable replacement.

17. 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 stated forth below:

If to County:
The County of Hidalgo
Attn: County Judge
Hidalgo County Administration Building
100 E. Cano
Edinburg, Texas 78539

If to Company:
Pro-Med EMS, LLC
Attn: Jesus Flores
100 North Tower Road
Alamo, Texas 78516

18. 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.

19. 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.

may terminate this Agreement upon ninety (90) days written notice to Company. County 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 County pursuant 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 Suppl 1995).

WITNESS our hands in duplicate originals this _____, **2012**

ATTEST:

By: _____

COUNTY OF HIDALGO

By: _____

Approved by Commissioners' Court on 11/13/12

COMPANY:
Pro-Med EMS, LLC

By: _____

Approved on Commissioners' Court: November 13, 2012

APPROVED AS TO FORM
Atlas & Hall, L.L.P

By: _____

COMPLAINT NO. 1080160483

IN THE MATTER OF	§	**BEFORE THE TEXAS**
	§	
PRO MED EMS LLC	§	**DEPARTMENT OF**
DBA PRO MEDIC EMS	§	**STATE HEALTH SERVICES**
	§	
SAN JUAN, TEXAS	§	**AUSTIN, TEXAS**

EMERGENCY SUSPENSION ORDER

Pursuant to Chapter 773 of the Texas Health and Safety Code, Section 773.062 and Title 25 of the Texas Administrative Code, Section 157.16(a), Kathryn C. Perkins, RN, MBA, Assistant Commissioner, Division for Regulatory Services of the Department of State Health Services (Department), hereby issues this Emergency Suspension Order (Order), which suspends the Provider of Pro Med EMS LLC DBA Pro Medic EMS (License No. 300178) whose last known address, as shown by Department records is P.O. Box 2190, San Juan, Texas 78589. **Pro Med EMS LLC DBA Pro Medic EMS shall not practice in the State of Texas as an EMS Provider in any setting beginning from the date of issuance of this Emergency Suspension Order.**

I have recently received and reviewed reliable information, indicating that on or about October 20, 2015, the Department inspected several Pro Med EMS LLC DBA Pro Medic EMS Emergency Response vehicles and found deficiencies as described in the Department's EMS Vehicle/Aircraft Inspection Reports and accompanying Memorandums and/or Deficiency Overview Reports, Numbers 7329, 7336, 7327, 7337, 7334, 7340, 7330, 7332 (copies are attached) which are hereby adopted and incorporated by reference herein. Additionally, on or about October 21, 2015, the Department inspected an additional Pro Med EMS LLC DBA Pro Medic EMS Emergency Response vehicle and found deficiencies as described in the Department's EMS Vehicle/Aircraft Inspection Report and accompanying Memorandum, Number 7344, (a copy is attached) which is hereby adopted and incorporated by reference herein.

A plan of corrections was submitted by Pro Med EMS LLC DBA Pro Medic EMS on November 23, 2015, stating all deficiencies found in the above mentioned inspection reports had been corrected. On or about December 17, 2015, the Department inspected six ambulances, four of which had been inspected previously and were included in the plan of correction. The two additional ambulances were not a part of the November 23, 2015 plan of correction. The purpose of the December 17, 2015 inspection was to confirm that the submitted plan of corrections had actually been implemented. The Department found that most of the deficiencies as described in the Department's EMS Vehicle/Aircraft Inspection Reports, Numbers 7448, 7453, 7454, 7456, 7457, and 7458 (copies are attached) had not been corrected as stated on the plan of corrections and new

deficiencies were also noted. Examples of the types of deficiencies noted include: failure to stock medications such as morphine, epinephrine and glucagon; failure to stock intravenous equipment and supplies such as needles and catheters; failure to provide a functioning cardiac monitor with automated external defibrillator; and failure to stock a long spinal board used in transferring patients with potential spinal cord injuries.

This is the second time that Pro Med EMS LLC DBA Pro Medic EMS has falsely indicated correction of deficiencies to the Department. This pattern of practice of violating the statutes and rules relating to the proper operation of an ambulance places any Texas citizen to whom Pro Med responds in imminent danger. The pattern of falsifying documents presented to the Department shows a callous disregard for the law and the safety of Texas citizens.

Based upon this information, I have reasonable cause to believe that such conduct and/or deficiencies by Pro Med EMS LLC DBA Pro Medic EMS creates an imminent danger to public health or safety.

Pursuant to 25 TAC Section 157.16(a)(1), this order is effective immediately. I hereby certify that a true and correct copy of this order has been sent today by first class mail and by certified mail (return receipt requested No. 7011 2970 0004 0214 3724) to P.O. Box 2190, San Juan, Texas 78589.

You, Pro Med EMS LLC DBA Pro Medic EMS, have the right to request an administrative appeal hearing. If you exercise such request, **it must be in writing and submitted to the Department to:** Jon Huss, Environmental and Consumer Safety Section Director, Enforcement Unit – MC 7927, Department of State Health Services, P.O. Box 149347, Austin, Texas, 78714-9347. If you make such a request, a hearing will be set and conducted in Austin, Texas, not earlier than the 10th day, but no later than the 30th day after the date your written request is received, to determine whether or not this suspension is to be continued, modified or rescinded. The Department hearing rules and Chapter 2001 of the Texas Government Code will govern the hearing.

The emergency suspension will continue forward, whether you request an appeal hearing or not, and until such time that the Commissioner makes a determination to continue, modify or rescind the Order.

Signed and issued on this the 22nd day of December of 2015.

Kathryn C. Perkins

Kathryn C. Perkins, RN, MBA
Assistant Commissioner
Division for Regulatory Services

AI-52726

Purchasing Department 23.
E. 1.

CC - REGULAR
Meeting Date: 01/05/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Letty Saenz, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) for a professional service;

B. Presentation of the scoring grid (for the purposes of ranking by CC) the firms graded & evaluated through the County's approved "pool" of Engineering Firms for the provision of "professional engineering services" for **Project: FM 1925 (from 1,500 ft. West of FM 2220 (Ware Road) to 10th Street** located within **Hidalgo County Precinct 4;**

ENGINEERING FIRMS:

Totals	Building Transportation Infrastructure, Inc. d/b/a BTI	DBR Engineering Consultants, Inc.	L&G Engineering
Scores			
Ranking			

C. Authority for the Purchasing Department to negotiate a professional engineering services agreement for **Project: FM 1925 (from 10th Street to McColl Road)** located within **Hidalgo County Precinct 4**, commencing with the No.1 ranked firm _____ for Engineering Services.

D. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) for a professional service;

E. Presentation of the scoring grid (for the purposes of ranking by CC) the firms graded & evaluated through the County's approved "pool" of Engineering Firms for the provision of "professional engineering services" for **Project: Mile 5 from Taylor Road to FM 2220 (Ware Road)** located within **Hidalgo County Precinct 4;**

ENGINEERING FIRMS:

Totals	Building Transportation Infrastructure, Inc. d/b/a BTI	DBR Engineering Consultants, Inc.	L&G Engineering

Scores			
Ranking			

F. Authority for the Purchasing Department to negotiate a professional engineering services agreement for **Project: Mile 5 from Taylor Road to FM 2220 (Ware Road)** located within **Hidalgo County Precinct 4**, commencing with the No.1 ranked firm _____ for Engineering Services.

BACKGROUND
GRIDS

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1200-431-00-124-007-0-339
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funds available in 2016 budget.

Attachments

GRID-FM 1925 (1,500 ft W. of FM2220) Ware Road - 10th St.-Pct 4
GRID-Mile 5 (Taylor Rd-FM2220) Ware Rd -Pct 4

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	12/21/2015 02:49 PM
Budget & Management	Veronica Ortiz	12/21/2015 04:06 PM
Glinda Pacheco	Glinda Pacheco	12/23/2015 04:08 PM
Auditor's Office	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Letty Saenz Started On: 12/21/2015 11:00 AM
Final Approval Date: 01/01/2016

COUNTY of HIDALGO
JOSEPH PALACIOS
1051 N. DOOLITTLE RD.
EDINBURG, TEXAS 78542
OFFICE: (956) 383-3112
FAX: (956) 381-5905

COUNTY COMMISSIONER, PCT. NO. 4

December 18, 2015

Letty Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802S. Bus Hwy 281
Edinburg, Texas 78539

Re: Statements of Qualifications for Professional Engineering Services-Pct.4
Mile 5 from Taylor Road to FM 2220(Ware Road) and
FM 1925 from 1,500 ft. West of FM 2220 (Ware Road) to 10th Street

Dear Letty,

Attached you will find the three evaluations for the following professional engineering services:

Professional Engineering Services

1. Building Transportation Infrastructure, Inc. (BTI) Inc.
2. DBR Engineering Consultants, Inc.
3. L&G Engineering

As requested all have been evaluated once by the same evaluator. Please proceed with the submission to Commissioners Court for approval as soon as possible. The account we will reference for this agenda item will be 6-1200-431-00-124-007-0-339.

Should you require additional information feel free to contact me at (956)383-3112.

Sincerely,

Maria D. Lucio

Maria (Lulu) Lucio
Precinct #4 Executive Assistant

PROFESSIONAL ENGINEERING SERVICES
for
"FM 1925 from **1,500 Ft. WEST of FM 2220 (WARE ROAD)** to **10th STREET"**
HIDALGO COUNTY PRECINCT No. 4

Scoring & Evaluation GRID

Engineering Firms

Total Scores	DBR Engineering Consultants, Inc.	Building Transportation Infrastructure, Inc. d/b/a BTI	L&G Engineering
Evaluator 1	94	95	97
RANKING			

Scoring/Evaluation-completed by HC Precinct No. 4-Lulu Lucio

COUNTY of HIDALGO
JOSEPH PALACIOS
1051 N. DOOLITTLE RD.
EDINBURG, TEXAS 78542
OFFICE: (956) 383-3112
FAX: (956) 381-5905

COUNTY COMMISSIONER, PCT. NO. 4

December 18, 2015

Letty Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802S. Bus Hwy 281
Edinburg, Texas 78539

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Professional Engineering Services

1. Building Transportation Infrastructure, Inc. (BTI) Inc.
2. DBR Engineering Consultants, Inc.
3. L&G Engineering

As requested all have been evaluated once by the same evaluator. Please proceed with the submission to Commissioners Court for approval as soon as possible. The account we will reference for this agenda item will be 6-1200-431-00-124-007-0-339.

Should you require additional information feel free to contact me at (956)383-3112.

Sincerely,

Maria D. Lucio

Maria (Lulu) Lucio
Precinct #4 Executive Assistant

PROFESSIONAL ENGINEERING SERVICES
for
"MILE 5 from TAYLOR ROAD to FM 2220 (WARE ROAD)"
HIDALGO COUNTY PRECINCT No. 4

Scoring & Evaluation GRID

Engineering Firms

Total Scores	DBR Engineering Consultants, Inc.	Building Transportation Infrastructure, Inc. d/b/a BTI	L&G Engineering
Evaluator 1	94	95	97
RANKING			

Scoring/Evaluation-completed by HC Precinct No. 4-Lulu Lucio

AI-52698

Purchasing Department 23.
F. 1.

CC - REGULAR
Meeting Date: 01/05/2016
Submitted By: Yvette Islas, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Presentation for discussion, consideration, and action on a recommendation by project Javier Hinojosa Engineering to award to lowest bidder meeting all specifications: MJA Construction, LLC in the amount of $176,801.00 for Bid No. CAP-15-359-10-28-YSS “Road & Drainage Construction for Havana Lomas Subdivision No.4”

BACKGROUND

Fiscal Impact

FISCAL YEAR:	201X	ACCT. #:	5-1312-431-00-123-310-0-721/723
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	

BUDGETARY IMPACT:

Available balance as of 12-23-15 in the following object codes:
721 $87,531
723 $66,308

FISCAL YEAR:	201X	ACCT. #:	5-1200-431-00-123-310-0-721
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	

BUDGETARY IMPACT:

Available balance as of 12-23-15 $22,962

Attachments

52698 back up

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	12/17/2015 02:01 PM
Budget & Management	Veronica Ortiz	12/21/2015 03:52 PM
Manuel Chapa	Manuel Chapa	12/23/2015 10:48 AM

Auditor's Office	Monica Badillo	01/01/2016 01:08 PM
Form Started By: Yvette Islas		Started On: 12/16/2015 04:59 PM
Final Approval Date: 01/01/2016		

Havana Lomas #4 Subdivision
CSJ: 3C1080310
Cost Breakdown
Precinct 3

Item No.	Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
		ROADWAY				
1	100	Preparing ROW	16.49	STA	$500.00	$8,245.00
2	247	8" Flex Base (Compl In Place) (TY E GR 4)	5131	SY	$6.50	$33,351.50
3	251	Reworking BS Material (DC) (TY D 6")	5131	SY	$2.50	$12,827.50
4	310	SASPH Matrl (MC-30)	1027	GAL	$8.00	$8,216.00
5	340	Asph Conc ACP (TY "D") (1.5")	4397	SY	$9.00	$39,573.00
6	502	Barricades, Signs and Traffic Handling	3	MO	$1,500.00	$4,500.00
7	530	Turnouts (Asphalt, Concrete, Pavement) (PB-2)	90	SY	$42.00	$3,780.00
		SubTotal Base Bid →				**$110,493.00**
		DRAINAGE				
1	530	Driveways (ASPH- CON-PAV) (PB-1)	485	SY	$22.00	$10,670.00
2	530	Driveways (Concrete 3000 PSI)	527	SY	$54.00	$28,458.00
3	556	15" ADS Culvert Pipe	852	LF	$20.00	$17,040.00
4	556	18" RCP Culvert Pipe	140	LF	$30.00	$4,200.00
5	467	Safety End Treatments	4	EA	$900.00	$3,600.00
6	506	Temporary Sediment Control Fence	780	LF	$2.00	$1,560.00
7	506	Temporary Sediment Control Fence (Remove)	780	EA	$1.00	$780.00
		SubTotal Drainage →				**$66,308.00**
		GrandTotal Roadwork Base Bid and Drainage →				**$176,801.00**

Project Length: (LF)	1130	
Cost Per Linear Feet @ $500K/mile:	$ 94.70	
Tot. Proj. Allowable (Cost per LF @$500K/mi X Proj. Lngth):	**$ 107,011.00**	
Roadwork Allocation (Eng, Road Const and Contingency):	**$ 104,890.95**	
Allowed Increase:	**$ 2,120.05**	**Amt Inc.: $ 26,222.74**

Road Construction Allocation:	$ 78,600.00
Possible 25% Transfer In Other Projects:	$ -
Contingency Transfer In:	$ 8,931.00
Total Allocation, 25% Transfer and Contingency Transfer	$ 87,531.00
Low Base Bid Roadwork	$110,493.00
Overrun/Underrun	**($22,962.00)**

Pct.3 funding total amount $22,962.00

Drainage Allocation:	$ 28,710.00
Transfer In: Other Projects	
Total Allocation and Transfer	$28,710.00
Drainage Cost:	$66,308.00
Overrun/Underrun	-$37,598.00

LIT FROM LAS FUENTES DRAINAGE

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504
Tel: (956) 668-1588 • Fax: (956) 994-8102
javhin@rgv.rr.com
TBPE FIRM NO. F-1295

November 2, 2015

Commissioner Joe M. Flores
Hidalgo County Precinct 3
724 N. Breyfogle
Mission, Texas 78572

Re: Colonia Access Program Round III
Bid No. CAP-15-359-10-28-YSS
Havana Lomas Subdivision No. 4

Dear Commissioner Flores,

Bids were received and opened for the Colonia Access Program Bid No. CAP-15-359-10-28-YSS Havana Lomas Subdivision No. 4 on October 28, 2015. A total of five bids were received with MJA Construction, LLC being the low bidder with a total base bid of $176,801.00. Attached is a copy of the bid tabulation for your review. This project involves the reconstruction of Delia Street, Manuel Street and Graciela Street within Havana Lomas Subdivision No. 4. MJA Construction, LLC is located in Mission, Texas is a reputable firm who has constructed several projects within Hidalgo County. We recommend award of the contract to the low bidder, MJA Construction, LLC in the amount of $176,801.00.

If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

cc: Mr. John Paul Lugo, Executive Director, Border Colonia Access Program

C:\JHE OFFICE DOCUMENTS-CLAUDIA\OFFICE DOCUMENTS\JHE2015\LETTERS\BID RECOMMENDATION\Flores-Joe-M-11-02-15.doc

Texas Department of Transportation
600 W. INTERSATE 2 | PHARR, TEXAS 78557-1717 | (956) 702-6100 | WWW.TXDOT.GOV

December 14, 2015

John Paul Lugo
Executive Director
Border Colonia Access Program
1902 Joe Stephens Dr., Ste. 101
Weslaco, Texas 78599

Dear Mr. Lugo:

TxDOT concurs with Hidalgo County's decision to award a construction contract for its 3rd-call Border Colonia Access Program Competitive project in Havana Lomas Subdivision No. 4 (3C1080310) to the low bidder, MJA Construction, LLC for a total bid of $176,801.00.

My records indicate that the bid amounts for this allocation project exceed the roadway and drainage remaining fund amounts. As per BCAP program guidelines, TxDOT is only allowed to reimburse allowable expenditures up to the approved roadway cost per mile. In addition there is a 25% over-run cap on roadway expenditures. At this time, the remaining funds for this project are shown below:

Project	Amount Remaining 12/14/15			Bid Amount		
	Drainage	Roadway	Total	Drainage	Roadway	Total
Havana Lomas Subdivision No. 4	$28,710.00	$95,919.83	$124,629.83	$66,308.00	$110,493.00	$176,801.00

Please identify the assigned commercial laboratory for this construction. If it is not one of the laboratories already used for Hidalgo County 3rd-call BCAP projects, submit a letter from the assigned commercial laboratory certifying that equipment used for testing is calibrated and appropriate and that personnel using the equipment and performing roadway-related testing are qualified. Please let me know if you have any questions.

Sincerely,

Judy Borjas Sanchez

Judy Borjas Sanchez
Pharr District Colonia Program Manager

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 3 - BORDER COLONIA ACCESS PROGRAM

BID OPENING DATE: October 28, 2015	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "ROAD & DRAINAGE CONSTRUCTION FOR HAVANA LOMAS SUBDIVISION No.4"

BID NO: CAP-15-359-10-28-YSS

RFB NO.	NAME OF COMPANY	BID AMOUNTS	Bid Bond/ Cashier's Check
1.	2GS, LLC	$180,473.25	Bid Bond Included
2.	MJA Construction, LLC	$176,801.00	Bid Bond Included
3.	RDH Site and Concrete, LLC	$180,996.54	Bid Bond Included
4.	GNH Company, LLC	$197,015.60 amount as read $212,105.60 correct amount	Bid Bond Included
5.	Diamond 8 Industries, LLC	$278,768.80	Bid Bond Included
6.			
7.			
8.			

Zimbra **yvette.salinas@co.hidalgo.tx.us**

Request AI - Approval to award contract to sole low bidder - Havana Lomas Subdivision No.4

From : Marcie Jackson <marcie.jackson@co.hidalgo.tx.us> Wed, Dec 16, 2015 04:24 PM

3 attachments

Subject : Request AI - Approval to award contract to sole low bidder - Havana Lomas Subdivision No.4

To : Friend Yvette Salinas <yvette.salinas@co.hidalgo.tx.us>

Cc : John Paul Lugo <johnpaul.lugo@co.hidalgo.tx.us>, norma ceballos <norma.ceballos@co.hidalgo.tx.us>, Rossana Schettino <rossana.schettino@auditor.co.hidalgo.tx.us>

Yvette,

Pleas place the following item on CC agenda for Tuesday, 5th January 2016:

Approval to award contract to sole low bidder for 3rd Call Border Colonia Access Program Project
Project Name: Havana Lomas Subdivision No.4 (CSJ:1080310)
Project Location: Precinct No.3
Low Bidder: MJA Construction, Mission, Texas
Project Engineer; Javier Hinojosa Engineering
Account: 5-1312-431-00-123-310-0-721/723
5-1200-431-00-123-310-0-721

Thank you,

John Paul Lugo, Executive Director
Hidalgo County Border Colonia Access Program
1902 Joe Stephens Ave. Suite 101
Weslaco, Texas 78599
Phone# (956)968-8733
Fax# (956)973-7804

Recommendation Letter-Havana Lomas Subd No. 4-11-02-15 (1).pdf
453 KB

Ltr provides txdot concurrence low bid award Havana Lomas #4 Subdivision.pdf
44 KB

Cost Breakdown HAVANA LOMAS No 4.xls
27 KB

AI-52709

Purchasing Department 23.
F. 2.

CC - REGULAR
Meeting Date: 01/05/2016
Submitted By: Yvette Islas, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Presentation for discussion, consideration, and action on a recommendation by project Javier Hinojosa Engineering to award to lowest bidder meeting all specifications: 2GS, LLC in the amount of $78,125.50 for Bid No. CAP-15-360-10-28-YSS “Road & Drainage Construction for Havana Lomas Subdivision No.5”

BACKGROUND

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1312-431-00-123-311-0-721/723
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:
Funds available through 2016 budget.

FISCAL YEAR:	ACCT. #:
FUNDS AVAILABLE Y/N?:	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Pending LIT ai 52703 01/05/2016 (c) & LIT ai 52705 01/05/2016 (c)

Attachments

back up 52709

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	12/17/2015 02:03 PM
Budget & Management	Veronica Ortiz	12/21/2015 04:01 PM
Glinda Pacheco	Glinda Pacheco	12/23/2015 03:49 PM
Auditor's Office	Monica Badillo	01/01/2016 01:08 PM
Form Started By: Yvette Islas		Started On: 12/17/2015 11:27 AM

Final Approval Date: 01/01/2016

Havana Lomas #5 Subdivision
CSJ: 3C1080311
Cost Breakdown
Precinct 3

Item No.	Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
		ROADWAY				
1	100	Preparing ROW	5.3	STA	$1,500.00	$7,950.00
2	247	8" Flex Base (Compl In Place) (TY E GR 4)	1650	SY	$7.00	$11,550.00
3	251	Reworking BS Material (DC) (TY D 6")	1650	SY	$4.00	$6,600.00
4	310	ASPH Matrl (MC-30)	330	GAL	$5.00	$1,650.00
5	340	Asph Conc ACP (TY "D") (1.5")	1414	SY	$9.25	$13,079.50
6	502	Barricades, Signs and Traffic Handling	2	MO	$975.00	$1,950.00
			0	SY	$0.00	$0.00
			0	SY	$0.00	$0.00
			0	LF	$0.00	$0.00
			0	LF	$0.00	$0.00
			0	Lump Sum	$0.00	$0.00
		SubTotal Base Bid →				**$42,779.50**
		DRAINAGE				
1	530	Driveways (ASPH- CON-PAV) (PB-1)	288	SY	$7.00	$2,016.00
2	530	Driveways (Concrete 3000 PSI)	549	SY	$40.00	$21,960.00
3	556	15" ADS Culvert Pipe	596	LF	$15.00	$8,940.00
4	506	Temporary Sediment Control Fence	540	LF	$3.50	$1,890.00
5	506	Temporary Sediment Control Fence (Remove)	540	EA	$1.00	$540.00
			0	LF	$0.00	$0.00
			0	EA	$0.00	$0.00
		SubTotal Drainage →				**$35,346.00**
		GrandTotal Roadwork Base Bid and Drainage →				**$78,125.50**

Project Length: (LF)		700
Cost Per Linear Feet @ $500K/mile:	$	94.70
Tot. Proj. Allowable (Cost per LF @$500K/mi X Proj. Lngth):	**$**	**66,290.00**
Roadwork Allocation (Eng, Road Const and Contingency):	**$**	**65,000.00**
Allowed Increase:	**$**	**1,290.00**

Amt Inc.: **$ 16,250.00**

Road Construction Allocation:	$	33,898.25
Possible 25% Transfer In Other Projects:	$	-
Contingency Transfer In:	$	8,881.25
Total Allocation, 25% Transfer and Contingency Transfer	$	42,779.50
Low Base Bid Roadwork		$42,779.50
Overrun/Underrun		$0.00

Drainage Allocation:	$ 25,150.00
Transfer In: Other Projects	7,348.75
Total Allocation and Transfer	$32,498.75
Drainage Cost:	$35,346.00
Overrun/Underrun	-$2,847.25

LIT FROM LAS FUENTES DRAINAGE

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504
Tel: (956) 668-1588 • Fax: (956) 994-8102
javhin@rgv.rr.com
TBPE FIRM NO. F-1295

November 2, 2015

Commissioner Joe M. Flores
Hidalgo County Precinct 3
724 N. Breyfogle
Mission, Texas 78572

Re: Colonia Access Program Round III
Bid No. CAP-15-360-10-28-YSS
Havana Lomas Subdivision No. 5

Dear Commissioner Flores,

Bids were received and opened for the Colonia Access Program Bid No. CAP-15-360-10-28-YSS Havana Lomas Subdivision No. 5 on October 28, 2015. A total of four bids were received with 2GS, LLC dba Earth Works Enterprise being the low bidder with a total base bid of $78,125.50. Attached is a copy of the bid tabulation for your review. This project involves the reconstruction of Delia Street and Manuel Street within Havana Lomas Subdivision No. 5. 2GS, LLC dba Earth Works Enterprise is a reputable firm who has constructed several projects within Hidalgo County. We recommend award of the contract to the low bidder, 2GS, LLC dba Earth Works Enterprise in the amount of $78,125.50.

If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

cc: Mr. John Paul Lugo, Executive Director, Border Colonia Access Program

C:\JHE OFFICE DOCUMENTS-CLAUDIA\OFFICE DOCUMENTS\JHE2015\LETTERS\BID RECOMMENDATION\Flores-Joe-M-11-02-15-2.doc

Texas Department of Transportation
600 W. INTERSATE 2 | PHARR, TEXAS 78557-1717 | (956) 702-6100 | WWW.TXDOT.GOV

December 14, 2015

John Paul Lugo
Executive Director
Border Colonia Access Program
1902 Joe Stephens Dr., Ste. 101
Weslaco, Texas 78599

Dear Mr. Lugo:

TxDOT concurs with Hidalgo County's decision to award a construction contract for its 3rd-call Border Colonia Access Program Competitive project in Havana Lomas Subdivision No. 5 (3C1080311) to the low bidder, 2GS, LLC for a total bid of $78,125.50.

My records indicate that the bid amounts for this allocation project exceed drainage but not roadway or total amounts remaining, as shown below:

Project	Amount Remaining 12/14/15			Bid Amount		
	Drainage	Roadway	Total	Drainage	Roadway	Total
Havana Lomas Subdivision No. 5	$25,150.00	$57,463.46	$82,613.46	$35,346.00	$42,779.50	$78,125.50

Please identify the assigned commercial laboratory for this construction. If it is not one of the laboratories already used for Hidalgo County 3rd-call BCAP projects, submit a letter from the assigned commercial laboratory certifying that equipment used for testing is calibrated and appropriate and that personnel using the equipment and performing roadway-related testing are qualified. Please let me know if you have any questions.

Sincerely,

Judy Borjas Sanchez

Judy Borjas Sanchez
Pharr District Colonia Program Manager

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 3 - BORDER COLONIA ACCESS PROGRAM

BID OPENING DATE: October 28, 2015	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "ROAD & DRAINAGE CONSTRUCTION FOR HAVANA LOMAS SUBDIVISION No.5"

BID NO: CAP-15-360-10-28-YSS

RFB NO.	NAME OF COMPANY	BID AMOUNTS	Bid Bond/ Cashier's Check
1.	2GS, LLC	$78,125.50	Bid Bond Included
2.	MJA Construction, LLC	$84,744.00	Bid Bond Included
3.	RDH Site and Concrete, LLC	$79,995.85	Bid Bond Included
4.	Diamond 8 Industries, LLC	$120,531.08 amount as read $120,531.32 correct amount	Bid Bond Included
5.			
6.			
7.			
8.			

Zimbra **yvette.salinas@co.hidalgo.tx.us**

Request AI - Approval to award contract to sole low bidder - Havana Lomas Subdivision No.5

From : Marcie Jackson <marcie.jackson@co.hidalgo.tx.us>
Thu, Dec 17, 2015 10:17 AM
3 attachments

Subject : Request AI - Approval to award contract to sole low bidder - Havana Lomas Subdivision No.5

To : Friend Yvette Salinas <yvette.salinas@co.hidalgo.tx.us>

Cc : John Paul Lugo <johnpaul.lugo@co.hidalgo.tx.us>, Norma V. Castrellon <norma.castrellon@co.hidalgo.tx.us>, Rossana Schettino <rossana.schettino@auditor.co.hidalgo.tx.us>, Javier <javhin@rgv.rr.com>

Yvette,

Pleas place the following item on CC agenda for Tuesday, 5th January 2016:

Approval to award contract to sole low bidder for 3rd Call Border Colonia Access Program Project
Project Name: Havana Lomas Subdivision No.5 (CSJ:1080311)
Project Location: Precinct No.3
Low Bidder: 2GS, LLC; Penitas, Texas
Project Engineer; Javier Hinojosa Engineering
Account: 5-1312-431-00-123-311-0-721/723
Fiscal Tab: Pending LIT AI-52703 1/05/2016 C & LIT AI-52705 1/05/2016 C

Thank you,

John Paul Lugo, Executive Director
Hidalgo County Border Colonia Access Program
1902 Joe Stephens Ave. Suite 101
Weslaco, Texas 78599
Phone# (956)968-8733
Fax# (956)973-7804

Ltr provides Txdot concurrence low bid award Havana Lomas #5 Subdivision.pdf
38 KB

Recommendation Letter-Havana Lomas Subd No. 5 -11-02-15 (1).pdf
460 KB

Cost Breakdown HAVANA LOMAS No 5.xls
27 KB

AI-52736

Purchasing Department 23.
G. 1.

CC - REGULAR
Meeting Date: 01/05/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Sandra Montalvo, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

A. Acceptance and approval of termination notice submitted by current contracted vendor **[NTC Drug Testing Services, Inc.]** in connection to agreement# **E-15-240-06-23 (C-13-077-06-25**) for the purposes of: **Drug Testing Collection Services (on as needed basis)** for the **Hidalgo County Sheriff's Office;**

B. Ratification of publication [by Martha L. Salazar, HC Purchasing Agent] to advertise [due to time constraints in order to avoid lapse in services] a Request for Bid titled: **Hidalgo County Sheriff's Office-"Drug Testing Collection Services"** through project No.: **2016-024A-01-04-SMA.**

BACKGROUND

Current awarded vendor: NTC Drug Testing Services, Inc., has advised Hidalgo County of their intent to close down their business effective 30 days receipt of notice.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 1100-421-00-280-001-0-339
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available out of 2016 budget.

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/30/2015 10:54 AM
Budget & Management	Veronica Ortiz	12/30/2015 11:13 AM
Glinda Pacheco	Glinda Pacheco	12/30/2015 04:11 PM
Auditor's Office	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Sandra Montalvo Started On: 12/22/2015 10:50 AM
Final Approval Date: 01/01/2016

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Roy Quintanilha" <roy.quintanilha@co.hidalgo.tx.us>
Cc: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Esther Cortez" <esther.cortez@co.hidalgo.tx.us>, "Raul Silguero" <raul.silguero@co.hidalgo.tx.us>, "Rosie Luna" <rosie.luna@co.hidalgo.tx.us>, "Valde Guerra" <valde.guerra@co.hidalgo.tx.us>
Sent: Friday, December 18, 2015 10:15:43 AM
Subject: Re: Drug Testing

To All:
Spoke to NTC personally [Ms. Susan called into Purchasing] and was informed that they are formally sending written notice [of which I asked to be e-mailed plus postal delivery] of closure effective 01-07-16. I informed her that upon receiving their formal notice of termination due to closing, HC would acknowledge a thirty [30] day window in which to request/expect and receive services from NTC. However, I am taking the
following measures immediately so as to have no lapse in services:
1. Send a request to advertise project to the Monitor [with request to HCCC to ratify said action at the meeting of 01-05-16];
2. Speak to Hon. Josephine Ramirez, Section Chief, DA Civil Division [about the possibility of going to the second lowest bid received in Feb. of 2015 with a commitment by vendor to meet our 24 hr. notice of delivery]; Hon. Ramirez not available at the moment but have left word for her to call me asap;
3. Review the current drug testing provider contracted by Juvenile Probation to see if that could possibly help us. However, I believe their panel of tests differs from what HC requires.

We will issuing and using the previously approved procurement packet [specifications] for distribution to qualified and interested vendors. We are contacting the Monitor [due to their published Holiday schedule for ads] to see if we can get some consideration for the soonest publication so as to move this project along. Preliminary discussions with Elizabeth at Monitor appears to permit either

tomorrow or Sunday for publication. We will keep everyone posted.

Yours truly,
Marty Salazar

From: "Roy Quintanilha" <roy.quintanilha@co.hidalgo.tx.us>
To: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Cc: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "Esther Cortez" <esther.cortez@co.hidalgo.tx.us>, "Raul Silguero" <raul.silguero@co.hidalgo.tx.us>, "Rosie Luna" <rosie.luna@co.hidalgo.tx.us>, "Valde Guerra" <valde.guerra@co.hidalgo.tx.us>
Sent: Friday, December 18, 2015 9:23:58 AM
Subject: Drug Testing

Good morning Ms. Betancourt;

This email is regarding our discussion earlier today and to brief the persons on the cc list.

Today, we had occasion to take an employee to the NTC office in McAllen. The Safety Officer called me and informed me that NTC had posted a sign on their door that the business would be closed until further notice. S.O. Ortiz was told by an accountant that was at the business that the future of the company is in question.

With this said, I have no previous notice by the company that they are closing and I have nothing to substantiate S.O. Ortiz's claim other than his alerting me to this concern. I am requesting for your office to contact NTC so that we can get an official status from them as to their future.

If all is well, then there is no issue.

If and only if NTC will no longer be in business, then I am requesting that your office be prepared to have an item ready for the next Commissioners Court agenda to cancel the current contract with the authority to go out for bid for these services.

Thank you in advance for your attention to this matter.

Roy Quintanilha

Safety Director

County of Hidalgo, Texas

956-292-7030

956-318-2658 Fax

AI-52756

Purchasing Department 23.
G. 2.

CC - REGULAR
Meeting Date: 01/05/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Sandra Montalvo, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Presentation of bids received for the purpose of awarding to the responsible vendors submitting lowest/best bids and meeting all specifications and/or requirements including the approval of contracts (subject to legal review) for Request for Bid titled: Hidalgo County Sheriff's Office-Drug Testing Collection Services" through project No." 2016-024A-01-04-SMA.

BACKGROUND

Emailed 19 Bid Packets

Fiscal Impact

FISCAL YEAR:	2016 ACCT. #:	1100-421-00-280-001-0-339
FUNDS AVAILABLE Y/N?:	MATCHING FUNDS Y/N?:	
BUDGETARY IMPACT:		

Attachments

participation log
dept recommendations
acceptance sheets

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/30/2015 02:27 PM
Budget & Management	Veronica Ortiz	12/30/2015 02:28 PM
Auditor's Office	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Sandra Montalvo Started On: 12/23/2015 10:28 AM
Final Approval Date: 01/01/2016

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: January 04 , 2016 | **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: *Hidalgo County Sheriff's Office-Drug Testing Collection Services*

BID NO.: 2016-024A-01-04-SMA | **Buyer: Sandra Montalvo**

	NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
1.	LABSERVICES, INC. Attn: Richard Gaytan	EMR	Sandra Montalvo	12/21/15	2031 E Griffin Pkwy Mission, TX 78572 956.424.3000 labservicesinc@yahoo.com
2.	DTM AT CROSSPOINT MEDICAL CLINIC	EMR	Sandra Montalvo	12/21/15	2505 W. Trenton Road Edinburg, TX 78539 PH: (956) 205-0103 Office: (956) 205-0103 Cell: (956) 607-0765 **DTM@drugtestingandmore.com**
3.	QUEST DIAGNOSTICS Attn: Hayley Tremblay	EMR	Sandra Montalvo	12/22/15	Address: 1201 South Collegeville Road, Collegeville, PA 19426 Phone: 610-454-6410 Fax: 1-484-653-6112 Hayley.a.Tremblay@questdiagnostics.com
4.	American Court Services Attn: Adam Dedrick	EMR	Sandra Montalvo	12/22/15	200 S. Columbus St Lancaster, OH 43130 Office: 740-687-6156 ext. 191 Fax: 866-741-8523
5.	PRIME VENDOR INC. attn: Kimberly	EMR	Sandra Montalvo	12/22/15	4622 Cedar Avenue Bldg 5 Suite 124 Wilmington NC 28403 Phone: 800-746-9554 Fax: 800-746-8307 bids20@prime-vendor.com
6.	Noble Medical, Inc. Attn: Adam Alexander	EMR	Sandra Montalvo	12/23/15	19525 Janacek Court, Ste. 104 Brookfield, WI 53045 Direct: 262-317-3863 Cell: 619-402-6516 Fax: 262-784-1246
7.	Clarity Diagnostics Attn: Richard Davis	EMR	Sandra Montalvo	12/23/15	P: (561) 288-9028 X 103 F: (561) 288-3929 www.claritydiagnostics.com rdavis@claritydiagnostics.com
8.	ACT DNA DRUG & ALCOHOL TESTING	EMR	Sandra Montalvo	12/23/15	*The Palm Center Location* *5330 Griggs Road, Suite G-103* *Houston, TX 77021* *Phone: (713) 522-3930* *Fax: (713) 513-5952*
9.	AVERTEST Attn: Justin Manni	EMR	Sandra Montalvo	12/23/15	1700 Bayberry Court, Suite 105 Richmond, VA 23226 Mobile (848) 992-3650 Office (866) 680-3106 jmanni@avertest.com
10.	**eLab Solutions** Attn: Angela Sparks	EMR	Sandra Montalvo	12/23/15	610 Airport Road, Suite 200 Huntsville, AL 35802 **256-715-9896** *(Direct)* **256-971-6813** *(Fax)*
11.	LABORATORY CORPORATION OF Attn: America Holdings	EMR	Sandra Montalvo	12/23/15	500 Perimeter Park Drive, Suite C Morrisville, NC 27560 Contact: Kiah McIntyre Phone: 951-200-9114 Fax: 919-481-5404
12.	AVERTEST Attn: Heather Morales	EMR	Sandra Montalvo	12/23/15	2402 W. Business 77, Suite E San Benito, TX 78586 hmorales@avertest.com Office (956) 752-3186 Mobile (956) 536-5187
13.	FIRSTLAB Attn: Mary Lakes	EMR	Sandra Montalvo	12/23/15	**O**800.732.DRUG **D**215.396.5588 **F**215-396-5429

					mlakas@firstlab.com
14.	RECOVERY HEALTHCARE CORP **Attn:** Mark Gibson	EMR	Yolanda Velasquez	12/28/15	9090 North Stemmons Freeway, Suite A Dallas, TX 75247 **Main: 214-819-1400** **Direct: 214-819-1451** **Toll Free: 844-909-8555** **Fax: 214-889-8065** markg@recoveryhealthcare.com
15.	DRUGSCREEN.COM BY SECON Attn: Niki Cormier	EMR	Moises Salazar	12/28/15	825 Kaliste Saloom Road ,Suite 100 Brandywine I Lafayette, LA 70508 **800.256.3741 x 5621** **Direct Line: 337.262.9621** **Direct Fax: 337.235.9505** **Email: nichole.cormier@drugscreen.com**
16.	EMPLOYERS CHOICE Attn: Jesus Ariel Lopez	EMR	Moises Salazar	12/28/15	800.424.7011 Office 800.491.9323 Fax jlopez@ecoinc.us
17.	NATIONAL MEDTEST, INC. Attn: Robin Dollar	EMR	Moises Salazar	12/28/15	601 Southwest Drive Jonesboro, Ar. 72401 800-511-8378 or 870-931-1993 Office 870-931-1252 Fax rdollar@nationalmedtest.com
18.	TSHIMAKAIN CREEK LABS	EMR	Sandra Montalvo	12/29//15	5503 E. Broadway Ave Spokane Valley, WA 99212 Phone: 1(800) 472-9915 or (509)928-3577 Fax: (888) 503-0366 info@t-creek.com
19.	THE INDUSTRIALREHAB SERVICES Attn: Janie Olivares	EMR	Sandra Montalvo	12/30/15	Ph: (956) 618-2400 Fax: (956) 994-0590 Cell: (956) 566-2859 **www.industrialrehabservices.com** janie@industrialrehabservices.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)
12/30/2015 1:24 PM

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

TO: **Eduardo J. "Eddie" Guerra**
Hidalgo County Sheriff's Office

ATTN: **Juan Tapia, Procurement Specialist**
Capt. Richard Ozuna,
Sgt. David Friedlein

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

DATE: January 4, 2016

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. 2016-024A-01-04-SMA- **Hidalgo County Sheriff's Office-"Drug Testing Collection Services-BID-2016-024A-01-04-SMA**

We have received **two (2) responses** to the above mentioned project.. Refer to enclosed copy of the bid acceptance sheet and bid responses for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

An agenda item is set for Commissioner's Court Meeting ***tomorrow January 05, 2016***: therefore, we need your recommendation/response **by 3:30 pm or 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: **sandra.montalvo@co.hidalgo.tx.us**

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 16-1100-421-00-280-001-0-339

RECOMMENDATION: Lowest & Advantageous Bid Recommendation is The Center of Industrial Rehab. Services.

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
Capt. Richard Ozuna	Richard Ozuna	HCSO.	1-4-16

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE SHEET

Department Name/Description of Project: ***Hidalgo County Sheriff's Office-DRUG TESTING COLLECTION SERVICES"***

BID OPENING DATE: January 04, 2015	**BID OPENING TIME: 9:30 A.M.**
BID No.: 2016-024A-01-04-SMA	**BUYER: Sandra Montalvo**

NAME OF COMPANY	ACKNOWLEDGEMENT RECEIPT
1) The Center of Industrial Rehab Svcs.	√
2) Charles Medical Management Services, LLC "dba" DTM	√
3)	
4)	
5)	
6)	
7)	
8)	
9)	
10)	
11)	
12)	
13)	

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE SHEET

Department Name/Description of Project: ***Hidalgo County Sheriff's Office-DRUG TESTING COLLECTION SERVICES"***

BID OPENING DATE: January 04, 2015	**BID OPENING TIME: 9:30 A.M.**
BID No.: 2016-024A-01-04-SMA	**BUYER: Sandra Montalvo**

NAME OF COMPANY	ACKNOWLEDGEMENT RECEIPT
1) The Center of Industrial Rehab Svcs.	√
2) Charles Medical Management Services, LLC "dba" DTM	√
3)	
4)	
5)	
6)	
7)	
8)	
9)	
10)	
11)	
12)	
13)	

AI-52729

Purchasing Department 23.
H. 1.

CC - REGULAR
Meeting Date: 01/05/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Yolanda Velasquez, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval of termination notice submitted by current contracted vendor **[NTC Drug Testing Services, INc.]** in connection to Contract (**C-15-022-02-17**) for the purposes of: "**Drug & Alcohol Testing for H.C. Employees"** (on an as needed basis) for Hidalgo County.

b. Ratification of publication [by HC Purchasing Agent, Martha L. Salazar due to time constraints & avoid laspse in servcices] to advertise a Request for Bid titled: **Hidalgo County- Drug & Alcohol Testing for H.C. Employees**" through project No. **2016-024-01-04-YZV and utilizing the previously HCCC approved procurement packet for same.**

c. Presentation of bid(s) received for the purpose of award and approval of contract document to the responsible vendor submitting the lowest and best bid [and meeting all specifications and/or requirements] as attached hereto for: **Hidalgo County-Drug & Alcohol Testing for H.C. Employees" RFB 2016-024-01-04-YZV.**

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: VARIOUS
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Expenditures from this services should already be budgeted.

Attachments

AI-back-up
backup
tabulation sheet
Roy Quintaniha, memo
Raul Silguero, memo

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/30/2015 10:52 AM
Budget & Management	Veronica Ortiz	12/30/2015 11:12 AM
Auditor's Office	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Yolanda Velasquez Started On: 12/21/2015 04:52 PM

Final Approval Date: 01/01/2016

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Roy Quintanilha" <roy.quintanilha@co.hidalgo.tx.us>
Cc: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Esther Cortez" <esther.cortez@co.hidalgo.tx.us>, "Raul Silguero" <raul.silguero@co.hidalgo.tx.us>, "Rosie Luna" <rosie.luna@co.hidalgo.tx.us>, "Valde Guerra" <valde.guerra@co.hidalgo.tx.us>
Sent: Friday, December 18, 2015 10:15:43 AM
Subject: Re: Drug Testing

To All:
Spoke to NTC personally [Ms. Susan called into Purchasing] and was informed that they are formally sending written notice [of which I asked to be e-mailed plus postal delivery] of closure effective 01-07-16. I informed her that upon receiving their formal notice of termination due to closing, HC would acknowledge a thirty [30] day window in which to request/expect and receive services from NTC. However, I am taking the
following measures immediately so as to have no lapse in services:
1. Send a request to advertise project to the Monitor [with request to HCCC to ratify said action at the meeting of 01-05-16];
2. Speak to Hon. Josephine Ramirez, Section Chief, DA Civil Division [about the possibility of going to the second lowest bid received in Feb. of 2015 with a commitment by vendor to meet our 24 hr. notice of delivery]; Hon. Ramirez not available at the moment but have left word for her to call me asap;
3. Review the current drug testing provider contracted by Juvenile Probation to see if that could possibly help us. However, I believe their panel of tests differs from what HC requires.

We will issuing and using the previously approved procurement packet [specifications] for distribution to qualified and interested vendors. We are contacting the Monitor [due to their published Holiday schedule for ads] to see if we can get some consideration for the soonest publication so as to move this project along. Preliminary discussions with Elizabeth at Monitor appears to permit either

tomorrow or Sunday for publication. We will keep everyone posted.

Yours truly,
Marty Salazar

From: "Roy Quintanilha" <roy.quintanilha@co.hidalgo.tx.us>
To: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Cc: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "Esther Cortez" <esther.cortez@co.hidalgo.tx.us>, "Raul Silguero" <raul.silguero@co.hidalgo.tx.us>, "Rosie Luna" <rosie.luna@co.hidalgo.tx.us>, "Valde Guerra" <valde.guerra@co.hidalgo.tx.us>
Sent: Friday, December 18, 2015 9:23:58 AM
Subject: Drug Testing

Good morning Ms. Betancourt;

This email is regarding our discussion earlier today and to brief the persons on the cc list.

Today, we had occasion to take an employee to the NTC office in McAllen. The Safety Officer called me and informed me that NTC had posted a sign on their door that the business would be closed until further notice. S.O. Ortiz was told by an accountant that was at the business that the future of the company is in question.

With this said, I have no previous notice by the company that they are closing and I have nothing to substantiate S.O. Ortiz's claim other than his alerting me to this concern. I am requesting for your office to contact NTC so that we can get an official status from them as to their future.

If all is well, then there is no issue.

If and only if NTC will no longer be in business, then I am requesting that your office be prepared to have an item ready for the next Commissioners Court agenda to cancel the current contract with the authority to go out for bid for these services.

Thank you in advance for your attention to this matter.

Roy Quintanilha

Safety Director

County of Hidalgo, Texas

956-292-7030

956-318-2658 Fax

HIDALGO COUNTY PURCHASING DEPARTMENT
ACKNOWLEDGEMENT SHEET

DEPARTMENT NAME: HIDALGO COUNTY	
RFB OPENING DATE: January 04, 2016	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: "DRUG & ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"	
RFB NO: 2016-024-01-04-YZV	**BUYER: YOLANDA Z. VELASQUEZ**

	NAME OF COMPANY	ACKNOWLEDGED
1)	Lab Services Inc.	√
2)	~~*The Center of Industrial Rehab Services~~ Does not meet specifications-one (1) location only	~~√~~
3)	Norton Medical Industries	√
4)	Charles Medical Management Services, LLC "dba" DTM	√
5)		
6)		

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: FEBRUARY 11, 2015 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "DRUG & ALCOHOL TESTING FOR H.C. EMPLOYEES" HIDALGO COUNTY BID NO.: 2015-022-02-11-YZV

	NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1	Zion Laboratory Victor Castillo	Email	victorhugocastillo@me.com	12/21/15	305 N Salinas Blvd Donna, Tx 78537 Tel. 9564642926
2	Lab Services Inc. Richard Gaytan	Email	labservicesinc@yahoo.com	12/21/15	2031 E Griffin Pkway Mission, Tx 78572 Tel. 9564243000
3	I Check U Drug & Alcohol Testing Services Chris Munoz	Email	Ichecku7@yahoo.com	12/21/15	Tel. 9569687065
4	Norton Medical Administration Scott Huntsman	Email	admin@nortonmedical.com	12/22/15	Requested Contact Information
5	Phama, INC Dana Conde	Email	dconde@phamaech.com	12/22/15	15175 Innovation Dr San Diego, CA 92128 Tel. 8886355840
6	Drug Screen Nichole Cormier	Email	nichole.cormier@drugscreen.com	12/23/15	825 Kaliste Saloom Rd, Suite 100 Brandywine I Lafayette, LA 70508 Tel. 8002563741 ex. 4621
7	Avertest Heather Morales	Email	hmorales@avertest.com	12/23/15	2402 W. Buisness 77, Suite E San Benito, Tx 78586 Tel. 9567523186
8	First Lab Mary Lakas	Email	mlakas@firstlab.com	12/23/15	
9	National Medtest, INC Robin Dollar	Email	rdollar@nationalmedtest.com	12/23/15	601 Southwest Dr. Jonesboro, AR 72401 Tel: 800-511-8378
10	The Center of Industrial Rehabilitation Services Janie	Email	Janie@industrialrehabservices.com	12/21/15	
11	INFOTECH	Email	Terderingauthority400@gmail.com	12/28/15	
12	Employers Choice Screening Jesus Ariel Lopez	Email	jlopez@ecoinc.us	12/28/15	9845 Painter Avenue Ste B Whittier, CA 90605 Tel: 800-424-7011
13	Recovery Healthcare Mark Gibson	Email	markg@recoveryhealthcare.com TEL: 844-909-8555	12/28/15	9090 North Stemmons Freeway Ste A Dallas TX 78547
14	EDPM, INC Jason Daily	Email	**jdailey@edpm.com**	12/18/15	Tel: 205-380-4020

***VIA:** **BIDDER LIST MAIL OUT (BLM)** **IN PERSON (IP)**
E-MAIL (EM) **TELEPHONE REQUEST (TR)**

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: January 04, 2016 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "DRUG & ALCOHOL TESTING FOR H.C. EMPLOYEES" HIDALGO COUNTY BID NO.: 2016-024-01-04-YZV

	NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
15	Tshimakain Creek Labs Amanda Trail	Email	info@t-creek.com	12/29/15	5503 E. Broadway Ave Spokane Valley, WA 99212 Tel: 800-472-9915
16	DTM Mr. Velazquez	Email	dtm@drugtestingandmore.com	12/30/15	2505 W. Trenton Rd Edinburg, TX 78539 Tel: 956-205-0103
17	Norchem Labs David Shutan	Email	dshutan@cordanths.com	01/04/16	800-348-4422 ext 230
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: **HIDALGO COUNTY**

BID OPENING DATE: **January 04, 2016** | BID OPENING TIME: **9:30 A.M.**

DESCRIPTION OF BID: **DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES**

BID NO**. 2016-024-01-04-YZV** | **BUYER: Yolanda Z. Velasquez**

Test/Services		PARTICIPATING VENDORS					
		Lab Services Inc			Norton Medical Industries	Charles Medical Management Services Dba- DTM
		4 Locations			6 locations	1 – office 1-Mobile
DRUG TESTING SERVICES (PANEL 5)							
DOT			Negative		Positive	43.95	50.00
		22.00	D 24hr	N-D 1hr	D 72hr	N-D 1hr	
NON-DOT		20.00	D 24hr	N-D 1hr	D 72hr	N-D 1hr	43.95	40.00
TEST RESPONSE TIME (Days/Hours)	**Negative**						Usually Next Day	1-2 days
	Positive						Usually Next Day	3-5 days
ALCOHOL TESTING SERVICES							
Initial Test	**DOT**		Negative-Urine		Positive-Urine	35.00	20.00
		25.00	**D** 48hr	N-D 1 hr	N 72hr	N-D 1 hr	
	NON-DOT	20.00	D 24hr	N-D 1hr	D 72hr	N-D 1hr	35.00	20.00
Post Accident	**DOT**	25.00	D 48hr	N-D 1hr	D 72 hr	N-D 1hr	+50.00	90.00
	NON-DOT	20.00	D 48hr	N-D 1hr	D 72hr	N-D 24hr	+50.00	90.00
Confirmation Test	**DOT**	33.00	D 72hr	N-D 24hr	D 72hr	N-D 24hr	0.00	0.00
	NON-DOT	20.00	D 72hr	N-D 24hr	D 72hr	N-D 24hr	0.00	0.00
TEST RESPONSE TIME (Days/Hours)	**Negative**		Alcohol Breath Test Immediate		Alcohol Breath Test **Immediate**	N/A	Immediate
	Positive					1 hr	Immediate
TRAINING SERVICES FEES (Hourly rate)							
Employee Training		69.00				100.00(web seminar)	100.00
Reasonable Suspicion Training		69.00				100.00 (web seminar)	75.00
PROFESSIONAL ASSISTANCE SERVICE							
Medical Review Officer (MRO)	**DOT**	18.00				0.00 (included)	75.00
	NON-DOT	18.00				0.00 (included)	75.00
COMMENT/ADDITIONAL DECLARATION:							

LOCATONS:	Lab Services Inc	Norton Medical Industries	Charles Medical Management Services Dba- DTM
	Main Location (on Call 24/7) 2031 E. Griffin Parkway Mission, Texas 956-424-3000	Lab Corp. M-F 8 a.m- 4 pm 1424 E. Ridge Rd Ste 2 McAllen, TX 78504 956-631-0122	DTM @ Crosspoint Medical Clinic 2505 W. Trenton Rd Edinburg, TX 78539
	Training Center M-F 8am-5 pm 2604 W. Pecan Blvd. McAllen, TX 78501 956-424-3000 or 580-0055	Lab Corp M-F 9 am – 3 pm 1102 S. Airport, Bldg 2 Weslaco, TX 78596 (956) 969-4041	Mobile On Site Testing Throughout – Hidalgo County TEL: 956- 205-0103 24/7 including weekend
	Collection Center M-F (8-5pm) 2322 E. Freddy Gonzalez Edinburg, TX 78542 956-424-3000 (Confirmed pending Landlord Signature)	Juanny's Lab M-F 8 am-6pm 1723 N. 23 rd. St. Ste 5 McAllen, TX 78501 (956) 630-1923 Sat 8-12	
	Collection Center M-F (8-5 pm) 2602 W. Exp. 83, Ste7 Weslaco, TX 78596 956-424-3000 (Under consideration and Negotiation)	Valley Urgent Care M-F 9am-9pm 6316 N. 10th St, Bldg C McAllen, TX 78504 956-994-0111 Sat-Sun-10 am.-5-pm	
		NTC M-F 8 am-5 pm 2902 W. Expressway 83, Ste 2 Weslaco, TX 78559 956-973-1880	
		ProLab M-F 8 am – 6 p.m. 4313 N. 10th St. Ste B McAllen, TX 78504 956-687-7101 Sat 8 - 12	

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

M E M O R AN D U M

(Department's Recommendation)

TO: Roy Quintanilha, Safety Director

FROM: Yolanda Z. Velasquez Buyer III
Hidalgo County Purchasing Department

DATE: **January 04, 2016**

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2016-024-01-04-YZV-for **HIDALGO COUNTY-"DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"**

We have received **three (3) responses** to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting OF January 05, 2016; therefore, we need your response no later **than today, January 04, 2016 no later than 3:00 p.m.** to be able to present to Commissioner's Court on next Commissioners' Court Meeting. 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**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4881. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1.	
2.	
3.	

Please include the budget account number(s) for the above reference project.
Budget Acct No.: _____

_____

_____

AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO: Raul Silguero, Jr.
County Operations Administrator - HR

FROM: Yolanda Z. Velasquez Buyer III
Hidalgo County Purchasing Department

DATE: **January 04, 2016**

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2016-024-01-04-YZV-for **HIDALGO COUNTY-"DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"**

We have received **three (3) responses** to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting OF January 05, 2016; therefore, we need your response no later **than today, January 04, 2016 no later than 3:00 p.m.** to be able to present to Commissioner's Court on next Commissioners' Court Meeting. 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**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4881. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. LAB SERVICES INC.	RESPONSE TIMES, COST/PRICE, LOCATIONS
2. NORTON MEDICAL INDUSTRIES	COST/PRICE, LOCATIONS
3. DTM.	

Please include the budget account number(s) for the above reference project.
Budget Acct No.: FUNDING BUDGETED IN SAFETY DIVISION

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	RAUL SILGUERO, JR.	HUMAN RESOURCE	1/04/16

AI-52716 Closed Session 24. C.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-5144-15-A; Joel Casares and Debbie Casares v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/21/2015 03:44 PM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Monica Badillo Started On: 12/18/2015 09:35 AM

Final Approval Date: 01/01/2016

AI-52752 Closed Session 24. D.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 15-CV-00477; Pedro Garcia, Jr. v. Hidalgo County, Texas, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	12/23/2015 10:42 AM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Monica Badillo Started On: 12/23/2015 09:50 AM

Final Approval Date: 01/01/2016

AI-52754 Closed Session 24. E.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 15-CV-435; Gregorio Trevino, Jr. v. Hidalgo County, Texas, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	12/23/2015 10:42 AM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Monica Badillo Started On: 12/23/2015 09:59 AM

Final Approval Date: 01/01/2016

AI-52775 Closed Session 24. F.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:14-CV-00201; Nita L. Labude, ind. and as personal rep. of the Estate of Paul William Labude (decendant) v. County of Hidalgo, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/28/2015 04:02 PM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Monica Badillo Started On: 12/28/2015 11:37 AM

Final Approval Date: 01/01/2016

AI-52812 Closed Session 24. G.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of R.Gutierrez Engineering Corporation

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/30/2015 11:14 AM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Monica Badillo Started On: 12/30/2015 10:36 AM

Final Approval Date: 01/01/2016

AI-52761 Closed Session 24. H.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Jose Sandoval Hernandez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/28/2015 10:56 AM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Aida Alvarez Started On: 12/28/2015 09:33 AM

Final Approval Date: 01/01/2016

AI-52764 Closed Session 24. I.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Pedro Bautista Perez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/28/2015 10:56 AM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Aida Alvarez Started On: 12/28/2015 09:36 AM

Final Approval Date: 01/01/2016

AI-52766 Closed Session 24. J.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Gabriela Ventura

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/28/2015 10:56 AM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Aida Alvarez Started On: 12/28/2015 09:40 AM

Final Approval Date: 01/01/2016

AI-52770 Closed Session 24. K.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of San Juanita Herrera

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/28/2015 04:02 PM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Aida Alvarez Started On: 12/28/2015 11:06 AM

Final Approval Date: 01/01/2016

AI-52782 Closed Session 24. L.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Jose Escalante

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/28/2015 04:02 PM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Aida Alvarez Started On: 12/28/2015 02:29 PM

Final Approval Date: 01/01/2016

Closed Session 24. M.

AI-52787

CC - REGULAR
Meeting Date: 01/05/2016
Submitted For: Roy Quintanilha, SAFETY DIVISION
Submitted By: Aida Alvarez, SAFETY DIVISION
Department: SAFETY DIVISION

Information

CAPTION

Claim of Alondra Marroquin

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/29/2015 08:50 AM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Aida Alvarez Started On: 12/28/2015 04:21 PM
Final Approval Date: 01/01/2016

AI-52789 Closed Session 24. N.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Leonel Gutierrez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/29/2015 08:51 AM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Aida Alvarez Started On: 12/28/2015 04:23 PM

Final Approval Date: 01/01/2016

AI-52791 Closed Session 24. O.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Margarita Castaneda

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/29/2015 08:51 AM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Aida Alvarez Started On: 12/28/2015 04:25 PM

Final Approval Date: 01/01/2016

AI-52717 Open Session 26. C.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-5144-15-A; Joel Casares and Debbie Casares v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/21/2015 03:44 PM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Monica Badillo Started On: 12/18/2015 09:37 AM

Final Approval Date: 01/01/2016

AI-52753 Open Session 26. D.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 15-CV-00477; Pedro Garcia, Jr. v. Hidalgo County, Texas, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	12/23/2015 10:42 AM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Monica Badillo Started On: 12/23/2015 09:51 AM

Final Approval Date: 01/01/2016

AI-52755 Open Session 26. E.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 15-CV-435; Gregorio Trevino, Jr. v. Hidalgo County, Texas, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	12/23/2015 10:42 AM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Monica Badillo Started On: 12/23/2015 10:00 AM

Final Approval Date: 01/01/2016

AI-52776 Open Session 26. F.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:14-CV-00201; Nita L. Labude, ind. and as personal rep. of the Estate of Paul William Labude (decendant) v. County of Hidalgo, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/28/2015 04:02 PM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Monica Badillo Started On: 12/28/2015 11:38 AM

Final Approval Date: 01/01/2016

AI-52813 Open Session 26. G.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of R.Gutierrez Engineering Corporation

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/30/2015 11:14 AM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Monica Badillo Started On: 12/30/2015 10:37 AM

Final Approval Date: 01/01/2016

AI-52763 Open Session 26. H.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Jose Sandoval Hernandez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/28/2015 10:56 AM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Aida Alvarez Started On: 12/28/2015 09:35 AM

Final Approval Date: 01/01/2016

AI-52765 Open Session 26. I.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Pedro Bautista Perez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/28/2015 10:56 AM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Aida Alvarez Started On: 12/28/2015 09:39 AM

Final Approval Date: 01/01/2016

AI-52767 Open Session 26. J.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Gabriela Ventura

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/28/2015 10:56 AM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Aida Alvarez Started On: 12/28/2015 09:42 AM

Final Approval Date: 01/01/2016

AI-52771 Open Session 26. K.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of San Juanita Herrera

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/28/2015 04:02 PM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Aida Alvarez Started On: 12/28/2015 11:07 AM

Final Approval Date: 01/01/2016

AI-52783 Open Session 26. L.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Jose Escalante

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/28/2015 04:02 PM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Aida Alvarez Started On: 12/28/2015 02:30 PM

Final Approval Date: 01/01/2016

AI-52788 Open Session 26. M.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Alondra Marroquin

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/29/2015 08:51 AM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Aida Alvarez Started On: 12/28/2015 04:22 PM

Final Approval Date: 01/01/2016

AI-52790 Open Session 26. N.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Leonel Gutierrez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/29/2015 08:51 AM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Aida Alvarez Started On: 12/28/2015 04:24 PM

Final Approval Date: 01/01/2016

AI-52792 Open Session 26. O.

CC - REGULAR

Meeting Date: 01/05/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Margarita Castaneda

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/29/2015 08:51 AM
Purchasing Department	Monica Badillo	01/01/2016 01:08 PM

Form Started By: Aida Alvarez Started On: 12/28/2015 04:26 PM

Final Approval Date: 01/01/2016