



Mayor Oscar D. Montoya
Mayor Pro-Tem Joe Martinez
Commissioner Armando Garcia

Commissioner Jacob Howell
Commissioner Ruben Saldana
City Manager Alberto Perez

MERCEDES CITY COMMISSION
REGULAR MEETING
FEBRUARY 7, 2023 – 6:30 P.M.
MERCEDDES CITY HALL – COMMISSION CHAMBERS
400 S. OHIO AVE., MERCEDDES, TX 78570

“At any time during the course of this meeting, the City Commission may retire to Executive Session under Texas Government Code 551.071(2) to confer with its legal counsel on any subject matter on this agenda in which the duty of the attorney to the City Commission under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. Further, at any time during the course of this meeting, the City Commission may retire to Executive Session to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more of the exceptions to the Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code.”

1. **Call Meeting to Order**
2. **Establish Quorum**
3. **Invocation**
4. **Pledge of Allegiance**
5. **Presentations:**

- a. Postponed: Recognition of Tiger Football Players Xavier Sanchez & Ty Trevino.
- b. Proclamation for Coach Roger Adame for becoming Mercedes' High School's All-Time Winningest Coach

6. **Open Forum-**

Maximum length of time of forum is forty-five minutes with individual presentations limited to a maximum of five minutes. The City Commission can take no formal action on any city related matter discussed during the open forum. Persons who wish to participate in this portion of the meeting shall sign up as they arrive, indicating the topic about which they wish to speak. No one will be able to sign up **AFTER 6:20 PM**. The information required for signing up must be completed by that time. No public comments will be allowed during any agenda item unless recognized by the Mayor or if the item requires a public hearing. State your name and address before beginning your presentation.

There can be no comments about specific employees. By Charter, the City Manager is exclusively given authority over personnel matters, including complaints against city personnel. All complaints against city personnel will be addressed pursuant to Mercedes Personnel Policies. Comments must not be repeated and the Commission is not required to answer any question from the public. Any person who decides to directly question any member of the City Commission will be asked to discontinue their comments. The City Secretary's office representative will be responsible for notifying each presenter that their five-minute time limit has expired.

7. **Consent Agenda:** *(All matters listed under Consent Agenda are considered to be routine by the Governing Body and will be enacted by one motion. There will be no separate discussion of these items; however, if discussion is desired, that item(s) will be removed from the Consent Agenda and will be considered separately.)*
 - a. Approval of Minutes for Meeting(s) held January 17, 2023
 - b. Second and Final Reading of Ordinance 2023-01 Calling the Election for the 2023 City Commission Elections for Mayor, Place 1, and Place 3
 - c. Second and Final Reading of Ordinance 2023-02 regarding the updated Animal Control Services

8. **City Manager Comments:**

- a. Status of Facts of Officer Pay for Elida Fest.

9. **Ordinances/Resolutions:** *Present, Discuss, Consider and Possibly Take Action Regarding:*

- a. Approval of First Reading of Ordinance 2023-03 for approval of 1-inch residential meter accounts
- b. Approval of Resolution 2023-02 to support legislation relating to the provision of solid waste disposal service by Hidalgo County
- c. Approval of Resolution 2023-03 adopting the Work Plan for Urban County Program Year 36 (2023)
- d. Approval of Resolution 2023-04 to approve the Mercedes Police Department Reserves Policy
- e. Approval of Resolution 2023-05 to adopt the Mercedes Police Department Explorer Program and Policy.
- f. Approval of Resolution 2023-06 to endorse and support the Mid-Valley Marathon

10. **Management Items:** *Present, Discuss, Consider, and Possibly Take Action Regarding:*

- a. Approval of Grant Reimbursement for Historically designated property 320 S. Texas Ave.
- b. Approval of Memorandum of Understanding between the City of Mercedes and Texas Anti-Gang Center (TAG)
- c. Approval of Appointments to the Building & Standards Committee.

11. **Bids/Contracts:** *Present, Discuss, Consider, and Possibly Take Action Regarding:*


- a. Approval of request for sponsorship for the Rio Grande Valley Livestock Show.

- b. Approval of Interlocal Agreement between the County of Hidalgo and the City of Mercedes for the 2023 Paramedic Program.
 - c. Approval to renew contract with Juan Alvarez for Municipal Judge Services.
 - d. Approval to renew contract with Lance Elliot for TIF Services
 - e. Approval of Changes to Interlocal Agreement Chapter 59 with District Attorney's Office
 - f. Approval of Hidalgo County Pct. 1 Interlocal for Dawson Rd.
- 12. Executive Session:** *Chapter 551, Texas Government Code, Section 551.071 (Consultation with Attorney), Section 551.072 (Deliberation regarding Real Property), Section 551.074 (Personnel Matters) and Section 551.087 (Economic Development)*
- a. Discussion regarding update on pending litigation – Section 551.071
 - b. Discussion regarding personnel matters – Section 551.074
 - c. Discussion regarding update in economic development projects – Section 551.071 & Section 551.087
- 13. Open Session:** *Present, Discuss, Consider, and Possibly Take Action Regarding:*
- a. Item A from Executive Session
 - b. Item B from Executive Session
 - c. Item C from Executive Session
- 14. Adjournment**

Notice is hereby given that the City Commissioners of the City of Mercedes, Texas will meet in a **Regular Meeting** on Tuesday, February 7, 2023 at 6:30 P.M. Said meeting will be conducted in the Commission Chambers of the City Hall located at 400 S. Ohio, Mercedes, Texas for the purpose of considering and taking formal action regarding the items listed above. This notice is given in accordance with Vernon's Texas Codes Annotated, Texas Government Code, Section 551.001 et. Seq.

WITNESS MY HAND AND SEAL OF THE CITY THIS THE 4TH DAY OF FEBRUARY, 2023.

ATTEST:



Joselynn Castillo, City Secretary
Time of Posting: 1:30 P.M.

ACCESSIBILITY STATEMENT

The City of Mercedes recognizes its obligations under the Americans with Disabilities Act of 1990 to provide equal access to individuals with disabilities. Please contact the City Manager's Office at (956) 565-3114 at least 48 hours in advance of the meeting with requests for reasonable accommodations, including requests for a sign language interpreter.

Presentations

DATE: February 7, 2023**FROM:** Joselynn Castillo, City Secretary**ITEM:** **Proclamation for Coach Roger Adame for Becoming Mercedes' High School's All-Time Winningest Coach**

BACKGROUND INFORMATION:

The City of Mercedes wants to honor Head Coach Roger Adame for becoming the school's all time-winningest coach. Coach Adame has been coaching for over 9 years, and this past football season he was able to pull off his 63rd win topping Herman L. Schmalzried who coached the Tigers in the 1920's.

BOARD REVIEW/CITIZEN FEEDBACK: Choose an item.**ALTERNATIVES/OPTIONS:****FISCAL IMPACT:**

Proposed Expenditure/(Revenue):	Account Number(s):

Finance Review by:**LEGAL REVIEW:****ATTACHMENTS:****Staff Recommendation:**

**MERCEDES CITY COMMISSION
REGULAR MEETING
JANUARY 17, 2023 – 6:30 P.M.
MERCEDES CITY HALL – COMMISSION CHAMBERS**

MEMBERS PRESENT:	Oscar D. Montoya	Mayor
	Joe Martinez	Mayor Pro-Tem
	Jacob Howell	Commissioner
	Armando Garcia	Commissioner
	Ruben Saldana	Commissioner
STAFF PRESENT:	Alberto Perez	City Manager
	Martie Garcia-Vela	City Attorney
	Joselynn Castillo	City Secretary
	Javier Ramirez	Asst. City Manager
	Ervin Vilchis	I.T Liaison
	Kristine Longoria	Human Resources
	Nereida Perez	Finance Director
	Michelle Muniz	Asst. Library Director
	Richard Morin	Recreation Director
	Javier Campos	Fire Chief/EMC

OTHERS PRESENT: Orlando Diaz, Francisco Sanchez, Salvador Gonzalez, Ruth Valdez, Javier Gracia, Juan Vega Jr., Narciso Escobedo, Antonio Trevino, Ricardo Rodriguez, Rodolfo Zuniga, Isidro Lopez, Samuel Ochoa, Brianna Casares, Adrian Saucedo, Oscar Lopez, Ruben Gutierrez, Jose Hernandez, Nelda Longoria

1. CALL MEETING TO ORDER

Mayor Montoya welcomed everyone and called the meeting to order at 6:30 P.M.

2. ESTABLISH QUORUM

Four members of the Commission were present which constitutes a quorum. Mayor Pro-Tem Martinez arrived during the recognition of Ricardo Rodriguez.

3. INVOCATION

Commissioner Saldana said the invocation.

4. PLEDGE OF ALLEGIANCE

Commissioner Howell led in the pledge of allegiance.

At this time, Mayor Montoya stated item 5 will be followed by item 8B and postpone Item 8A.

5. PRESENTATIONS:

a. PROCLAMATION FOR LLANO GRANDE FIRST RESPONDERS FOR THEIR COMMUNITY EFFORTS IN ASSISTING THE MERCEDES FIRE DEPARTMENT EMS

Fire Chief Campos informed the Commission about the volunteers assisting the first responders and assisting the community. Fire Chief Campos presented an award to the Llano Grande First Responders. Mr. Rich spoke on behalf of the Llano Grande Community and thanked the Commission for the great honor. Mayor Montoya

proceeded to read the proclamation to the Llano Grande First Responders. At this time, the Commission moved to Item 8B.

6. OPEN FORUM

- Mr. Ramon Mejia read a verse from the bible. He expressed his concern about police officers that have not been paid for Elida Fest and the Commission have not done anything to correct the issue. He stated that TML states that becoming an officer of the city, the commission is responsible that employees must be adequately paid. He stated that the Mayor is in law enforcement and does not follow the law. Mayor Montoya informed him to not speak about certain employees. Mr. Mejia stated a police report was filed.
- Mr. Aurelio Garcia stated there was rumors about him getting indicted for helping Mr. Joaquin Hernandez. Someone let him know that he cannot be accepting money from Mr. Joaquin Hernandez. He stated he spoke to the Mayor about someone tagging him on Facebook. Mr. Garcia stated that Mayor Montoya accepted money for his campaign from Mr. Hernandez. Mr. Garcia stated that the claims are not true and he will be filing a police report.
- Mr. Joaquin Hernandez spoke in Spanish. Mr. Hernandez asked about how to address the Commission about employees. Mayor Montoya explained to Mr. Hernandez that the employees cannot defend themselves therefore citizens cannot speak about the employees. Mr. Hernandez asked why there was no contract done for Elida Fest and asked how can the City hire a contractor without a license to operate. Ms. Garcia-Vela stated that the officers were not working for the city during the event. Mr. Hernandez stated that the city should not hire someone without a license for contract work and added the company in question is Municipal services.
- Mr. Roel Galvan Jr. expressed his concern with the fee for the usage of the fields. He stated that the little league cannot operate at \$200+ for usage of the fields. He stated that the ordinance is in the works and added that they would not be able to operate with those fees. He added that all the coaches are volunteers. He explained the fees that the little league needs to pay. Mr. Galvan stated that little league rules do not allow them to turn away a child even for non-payment.
- Mr. Jaime Contreras signed up. Mayor Montoya called 3 times but was not present at the meeting.

7. CONSENT AGENDA

- a. **Approval of Minutes for Meeting(S) Held December 20, 2022 And December 27, 2022**
- b. **Approval of Budget Amendment 2223-06 For Baseball Field Lighting**
- c. **Approval of the 1st Quarterly Finance Report**

Mayor Pro-Tem Martinez motioned to approve Item A and C and discuss 7B separately and then discuss Item 10A. Commissioner Garcia seconded. Upon a called vote, motion passed unanimously. Mr. Ramirez stated that the budget amendment is to address the issue of a conduit that was damaged when a vehicle was driving in the back area which is now restricted. Mr. Ramirez stated that they have already hired an electrical engineer to do an assessment of the area. Mayor Pro-Tem Martinez motioned to approve item 7B of the budget amendment. Commissioner Saldana seconded. Upon a called vote, motion passed unanimously. At this time, the Commission moved to item 10A.

8. CITY MANAGER COMMENTS:

a. Recognition of Tiger Football Players Xavier Sanchez & Ty Trevino.

This item was postponed.

b. Recognition of Employee Ricardo Rodriguez

Mayor Montoya thanked Ricardo Rodriguez for his 41 years of service with the City and shared some memories he has with Mr. Rodriguez. Mayor Montoya presented him with a plaque for his service. Mayor Pro-Tem Martinez arrived during this item. No action required. At this time, the Commission proceeded with the order of the agenda and moved back to item 6.

c. Update on Parks Lifeguard Training (Commissioner Howell & Garcia)

Commissioner Howell would like to bring the lifeguards early to have a successful summer year. Mr. Richard Morin and Lee Puckett discussed their plans to certify lifeguards. Mr. Morin state that they have already started advertising and are preparing to upgrade the aquatics program this year. Mr. Puckett stated that getting lifeguards is a problem that every city has struggled with. Sign-ups begin in March for certification and then training in April at the pool. Commissioner Howell wants to make the pool is popular again and would like the pool fees to go back to the city for the pool. Mr. Puckett expressed that people are not applying and being outside versus being indoors with a higher pay is more appealing to applicants. Mr. Puckett state that their goal is to be open for the public, Monday, Wednesday, and Friday. No Action required.

9. ORDINANCES/RESOLUTIONS: *Present, Discuss, Consider and Possibly Take Action Regarding:*

a. Approval of Resolution 2023-01 and Agreement for the Temporary Closure of State Right-Of-Way for the 84th Annual RGV Livestock Show Parade

Mayor Pro-Tem Martinez motioned to approve. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

b. Approval of First Reading of Ordinance 2023-01 Calling the Election for the 2023 City Commission Elections for Mayor, Place 1, and Place 3

Commissioner Howell motioned to approve and forego the reading. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

c. APPROVAL OF FIRST READING OR ORDINANCE 2023-02 REGARDING THE UPDATED ANIMAL CONTROL SERVICES

Mayor Pro-Tem Martinez motion to approved and forgo the reading. Commissioner Garcia second. Mayor Po-Tem Martinez discussed the enforcement process for selling animals. Commissioner Howell would like commission to consider possibly allowing owning chickens inside city limits in the future. Mr. Perez state that aside from our animal control leaving to other cities, they are lacking equipment but its in the works to acquire the proper equipment. Commissioner Saldana thanked Mr. Perez for working to get the proper equipment for Animal Control. Mayor Montoya state that there were more dog bites in Mercedes than there was in Sheriff's Department, and added that it's not just reactive but this concerns the safety of citizens. Legal stated that this ordinance was prepared with issues that are affecting smaller and larger cities. Upon a called vote, the motion passed unanimously.

10. MANAGEMENT ITEMS: *Present, Discuss, Consider and Possibly Take Action Regarding:*

a. Approval to Direct City Manager to Secure Funds for Repairs to Collier Park Press Box and Create A Team Up Mercedes Event

Mayor Pro-Tem Martinez stated that Commissioner Howell and Garcia placed this item on the agenda. Commissioner Howell stated that sports are a big part of his life and

stated that the press box is in poor condition and would like to create the Team Up Mercedes to gather volunteers to help rebuild the press box. He stated if management can find funds to set aside for the repairs to that press box. Mayor Pro-Tem Martinez would like to reach out to businesses and organizations that can help with the repairs. Mr. Javier Gracia stated he did an assessment of the fields when he started and identified some issues. He stated the 2 truckloads cost about \$500 and only covered 1 field. Mr. Gracia stated he did not have a total cost to repair the parks but gave an estimate of \$20,000. Mayor Pro-Tem Martinez stated that if the City gets sponsors then their business can be advertised at the fields. Mayor Montoya asked for staff to put together a strategy to see what staff can do, cost assessment, and what volunteers can do to help. Mr. Perez stated that there are people from the outside coming in to make a profit and there has been scheduling issues. Mr. Perez also added that the parks need breaks for the field to recover and stay in good shape. Mr. Perez stated that park fees is another component to help get funding for the fields. Mayor Montoya suggested putting a committee together that consist of staff and one commissioner to tackle the issues. Commissioner Howell motioned to approve with the Team Up Mercedes event. Mayor Pro-Tem Martinez seconded. Commissioner Saldana stated to get a short list of the items needed to make work this year and then start planning for the following year. Upon a called vote, the motion passed unanimously. At this time, the Commission proceeded with the agenda and moved to item 8C.

b. Approval of New Appointment and Re-Appointment of Members to the Keep Mercedes Beautiful Committee.

Commissioner Saldana motioned to approve staff recommendation and appoint Ms. Lisa Cantu to fill the vacancy. Mayor Pro-Tem Martinez seconded. Upon a called vote, the motion passed unanimously.

c. Approval of the Acquisition of A 40' By 100' Tract of Land for the Installation of a Regional Lift Station

Mr. Ramirez stated the Commission has a survey for a tract of land near the chick-fil-a. The owner has volunteered to give the land to the City for the lift station to Capisallo Terrace. Commissioner Garcia motioned to approve. Commissioner Howell seconded. Upon a called vote, the motion passed unanimously. Commissioner Howell stated he was proud to proceed with helping Capisallo Terrace. At a question, Mr. Ramirez stated that the condition was for the city to not charge certain fees at which the city does not currently have those fees. Mr. Ramirez stated this is a health and safety issue for the residents in that area. Mayor Montoya stated that the area has issues all year round. Mr. Perez stated that they have been working diligently to get this done and ran into road blocks but fortunately they were able to get this property for the lift station. Mr. Ramirez stated that they are looking at going out for bids in February for the construction of the lift station and be in construction 30 days after. Mr. Perez stated they have been doing their part to not delay the process once approved. Upon a called vote, the motion passed unanimously.

11. BIDS/CONTRACTS: *Present, Discuss, Consider and Possibly Take Action Regarding:*

a. Approval of Waterline Access Agreement with North Alamo Water Supply Corporation for TARS No. 1 Subdivision

Commissioner Howell motioned to approve. Mayor Pro-Tem Martinez seconded. Mr. Ramirez stated that the water belongs to NAWs and in order to provide fire service for the subdivision TARS No. 1. Upon a called vote, motion passed unanimously.

b. APPROVAL OF AGREEMENT WITH RETAIL TRENDS, LTD FOR THE DEVELOPMENT OF CAPISALLO AN IRR TR N319.61'-E1240.04'-W1290.20' LOT 14 BLK 27 10.30 AC GR 10.09AC NET

Mayor Pro-Tem Martinez motion to approve. Commissioner Garcia seconded. Mr. Ramirez stated this is the agreement discussed earlier on item 10C. Upon a called vote, motion passed unanimously.

12. MONTHLY DEPARTMENT REPORTS

a. POLICE DEPT., LIBRARY, FINANCE/COURT, CITY SEC/HR, FIRE DEPT., PLANNING

Commissioner Saldana asked about the 50% increase in arrests for PD. Mayor Montoya stated that UCR only allows certain reports. He asked about the Library Board and asked about a borrowing of equipment. Ms. Muniz stated that there is no space and that the library board did not meet in this month. Ms. Perez stated that the council report is any payment made over \$10,000 for the month of December. There was a question about an item on the finance report at which Ms. Perez stated that was the electricity bill. There's a projection of 6.5 mil in sales tax which is the City's portion.

Commissioner Howell asked about tax revenue and Mr. Perez stated the city has gone up about \$47K.

13. ADJOURNMENT

Mayor Pro-Tem Martinez motion to adjourn. Commissioner Garcia seconded. Upon a called vote, motion passed unanimously. The meeting adjourned at 8:02 P.M.

ORDINANCE NO. 2023-01

AN ORDINANCE DECLARING AN ELECTION TO BE HELD IN THE CITY OF MERCEDES, TEXAS FOR THE PURPOSE OF ELECTING A MAYOR, COMMISSIONER PLACE #1, AND A COMMISSIONER PLACE #3, OF SAID CITY; PROVIDING FOR THE GIVING OF NOTICE OF ELECTION; PROVIDING FOR APPOINTING OFFICERS AND SETTING OUT THEIR POWERS, DUTIES, COMPENSATION, AND MANNER OF ELECTION; PROVIDING THAT NO IRREGULARITY IN SAID NOTICE SHALL INVALIDATE SAID ELECTION; PROVIDING THE METHOD OF HAVING THE CANDIDATES' NAMES PLACED UPON AND WITHDRAWN FROM THE OFFICIAL BALLOT; AUTHORIZING AND INSTRUCTING THE MAYOR, CITY SECRETARY AND THE CHIEF OF POLICE TO PERFORM THEIR RESPECTIVE DUTIES IN CONNECTION WITH SAID ELECTION; PROVIDING FOR A SAVINGS AND REPEAL CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF MERCEDES, TEXAS:

That an election shall be held in the City of Mercedes, Texas on the first Saturday of May, the same being May 6, 2023 for the purpose of electing a Mayor, Commissioner Place #1 and a Commissioner Place #3, of said City, such election to be held at the Mercedes Civic Center located at 520 East Second, Mercedes, Texas from seven o'clock in the morning until seven o'clock in the evening, and that notice of the same shall be given by the City Secretary by posting a properly executed copy of this election ordinance and notice for a period of thirty (30) days before the date of said election, or for any period required by law at City Hall in Mercedes, Texas, and;

That the voting at said election shall be by means of voting machines on election day and paper ballots for early voting by mail, and by means of voting machine for early voting by personal appearance. Early voting shall commence April 24, 2023 at the Mercedes Civic Center, 520 East Second, Mercedes, Texas and shall continue until May 2, 2023.

That the compensation of the presiding judge, alternate judge and clerks shall be set per the contract with the Hidalgo County Elections Administrator, the election official who delivers the returns of the election immediately after the votes have been tallied shall be paid the rate assigned as judge or clerk for that service, and shall also return all election supplies not used with the returns of said election. The powers and duties of the aforementioned presiding officers and clerks shall be those prescribed by the Texas Election Code.

That no irregularity in the notice herein provided shall invalidate said notice, and; that any candidate for City Commission may have their name placed on the official ballot by complying with the provision of the City Charter, and with the pertinent provisions of the Texas Election Code, and;

That any candidate for the City Commission may name poll watchers as provided in the Texas Election Code.

That the names of all those candidates who have filed their applications to have their name placed on the official ballot as candidates shall be posted by the City Secretary at a conspicuous place in the City Secretary's office, from and after which time said application is received. Any such candidate may cause their name to be withdrawn at any time from the official ballot before the official ballots are prepared, by complying with the pertinent provisions of the Texas Election Code, and

BE IT FURTHER ORDAINED, that the Mayor, City Secretary, and Chief of Police be and they are hereby authorized and instructed to perform their respective duties in connection with said election imposed upon them by this Ordinance, the City Charter of the City of Mercedes, Texas, and the Texas Election Code, and;

That if any section, subsection, phrase, sentence, clause or provision of the Ordinance shall be declared invalid for any reason, such invalidity shall not affect the remaining provisions of this Ordinance or their application to the other persons or sets of circumstances, and to this end, all provisions of this Ordinance are declared severally, and Ordinance or parts of Ordinances in conflict herewith are hereby repealed.

This notice shall become effective in accordance with Article II, Section 2.13 of the City Charter of the City of Mercedes, Texas.

Passed and approved on first reading this the 17th Day of January, 2023.

Passed, Approved and adopted on second reading this the 7th Day of February, 2023.

ATTEST:

Joselynn Castillo, City Secretary

Oscar D. Montoya Sr., Mayor

APPROVED:

Martie Garcia-Vela, City Attorney

ORDINANCE NO. 2023-02

AN ORDINANCE AMENDING ANIMAL CONTROL ORDINANCES 2018-19, 2013-12 AND 2015-04; PROVIDING FOR A PROPER DEFINITION SECTION; PROVIDING FOR ENFORCEMENT THEREOF; PROVIDING FOR LICENSING AND RABIES VACCINATION; PROVIDING FOR MICROCHIP IMPLANTATION AS OF A CERTAIN DATE; PROVIDING FOR PERMITS FOR ANIMAL ESTABLISHMENTS; PROVIDING FOR THE OWNERS' RESPONSIBILITY INCLUDING TETHERING AND CONFINEMENT; OUTLINING WHAT 'NUISANCES' ARE AS RELATED TO ANIMAL CONTROL; PROVIDING FOR HONORABLE DISPOSITION OF DEAD ANIMALS; REITERATING THAT ANIMAL CRUELTY IS UNLAWFUL; PROVIDING A PROTOCOL FOR ANIMAL BITES; PROVIDING FOR VICIOUS ANIMAL DECLARATION AND THE CONFINEMENT OF SAID VICIOUS ANIMALS; PROVIDING FOR IMPOUNDMENT OF ANIMALS; PROVIDING FOR FINES OF VIOLATIONS HEREOF; PROVIDING FOR A SEVERABILITY AND CUMULATIVE PROVISION; AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION OF THIS ORDINANCE'S CAPTION.

WHEREAS, The City of Mercedes, Texas, is a Home Rule City that will, from time to time, assess and adopt ordinances for the orderly regulation of certain issues; and,

WHEREAS, The City of Mercedes has, over the years, adopted several versions of animal control regulations to better serve its citizens; and,

WHEREAS, The City has determined that the previous animal control ordinances are in need for re-assessment and enhancement to better serve its citizens.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF MERCEDES, COUNTY OF HIDALGO, STATE OF TEXAS THAT THE FOLLOWING PROVISIONS SHALL HEREAFTER BE ADOPTED, ENFORCED, AND COMPLIED HEREAFTER:

Section I—Definitions

Unless otherwise expressly stated, the following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section:

Abandon means to fail to adequately provide an animal with one (1) or more of the necessities of life, including but not limited to, air, food, potable water, sanitary conditions, shelter, protection from the heat, cold, or other environmental conditions, or under other circumstances that may cause bodily injury, serious bodily injury, or death of the animal, for twenty-four (24) or more hours, or to leave an animal in the care, custody, or control of another person without his or her consent.

Abuse means an act that continually causes an animal to be overloaded or forced to work or conduct itself in a manner unsuitable to its species, breed, condition, or health.

Altered means spayed or neutered.

Animal means all domesticated and undomesticated living creatures, except humans. This ordinance is generally directed for domesticated animals or pets, however, it may also be imposed to other undomesticated animals.

Animal Control Officer means a person designated by the City of Mercedes to receive reports of stray animals and pick-up such strays, investigate animal bite reports and general animal nuisance reports, and otherwise carry out the provisions of Texas law and municipal ordinances and policies relating to animal control.

Animal establishment means any pet shop, grooming shop, animal auction, performing animal exhibition, kennel, or animal shelter. This term shall not include veterinary medical facilities, licensed research facilities, facilities operated by government agencies, or licensed animal dealers.

Animal Shelter means any facility designated or recognized by the City of Mercedes for the purpose of impounding and caring for animals.

At large an animal shall be deemed to be at large when off the property of the owner or harbored and not under restraint or control. Nothing in this ordinance shall be construed to prohibit the owner of any animal from escorting such animal properly leashed to premises other than those of such owner for purposes of exercise, visitation, companionship, participation in shows and exhibitions, or treatment and care by a veterinarian or kennel for hire to the public; from transporting such animal in an automobile or other vehicle; or from training or exhibiting such animal without leash on private premises or public shows and exhibition premises, under conditions where such unleashed animals are otherwise restrained from leaving such premises.

Cat means a domestic feline of either sex, including one neutered or sterilized.

City means the City of Mercedes.

City enforcement agent means any designee of the city animal control officer, Code Enforcement officer, or law enforcement officer that is employed by the city.

Chief of Police means the head of the police department of the City of Mercedes or a designated representative.

Conviction means a conviction in a federal court or a court of any state or foreign nation or political subdivision of a state or foreign nation that has not been reversed, vacated, or pardoned. "Conviction" includes disposition of charges against a person by probation or deferred adjudication.

Cruelty means an overt act committed that harms or needlessly kills an animal or committed out of depraved indifference for the animal's wellbeing, including but not limited to torture, maiming, beating, or otherwise committing violence that causes injury or death.

Dangerous Animal is any dog or other animal which demonstrates a propensity to assault, bite, scratch or harass people or other animals without provocation.

Dog means a domestic canine of either sex, including one neutered or sterilized.

Designee means any person or entity authorized to exercise authority as assigned by the City Manager, which may include an animal control officer, Code Enforcement Officer, a police officer, a regional entity, and/or a licensed veterinarian.

Elements means the harsh forces of the weather such as wind, rain, heat, cold, ice, snow, etc.

Enclosure means a fence or structure suitable to fully prevent the escape of the animal.

Euthanasia means to put an animal to death in a humane manner.

Exotic animal means an animal of a non-domesticated species not commonly kept as a household pet. Exotic animals may or may not be native to the area and may or may not be governed by existing wildlife regulations.

Extreme Weather means Extreme events or occurrences of unusually severe weather or climate conditions that can cause devastating impacts on communities and agricultural and natural ecosystems. Weather-related extreme events are often short-lived and include heat waves, freezes, heavy downpours, tornadoes, tropical cyclones, floods and hurricanes.

Fenced yard means an area that is completely surrounded by a substantial fence of sufficient strength, height, construction, materials, and design as to prevent:

- (a) any animal confined within from escaping; or
- (b) the head of a dog confined within from extending over, under, or through the fence.

Feral means an animal that is wild, untamed, or has no ascertainable owner.

Harboring means the act of keeping and caring for an animal or of providing premises to which the animal returns for food, shelter or care. (Note: Feeding, caring and keeping animals for more than 3 days)

Humane manner means care of an animal including, but not limited to, adequate heat, ventilation, sanitary shelter, wholesome food, sufficient water, and regular personal contact consistent with normal caring requirements and feeding habits of the animal's size, species, and breed.

Immediate or **Immediately** means at once and without delay.

Intact Animal means an animal that has not been surgically sterilized.

Kennel means a structure or shelter for animals which is enclosed and secure; any person, group of persons, partnerships or corporation engaged in keeping a vicious animal, five or more dogs, above the age of 6 months or older; or are in the business of boarding, breeding, buying, letting for hire, or the training of dogs above 6 months old for a fee, or the selling of any combination of pets; and of which the subject site meets one of the following criteria:

- (1) Any building, lot, yard, shed or other place in which five or more dogs, more than six months old, are kept;
- (2) Any building, lot, yard, shed or other place in which a vicious dog will be kept.

NOTE: A kennel's confinement area for the 5 or more dogs (more than 6 months old) must be a minimum of 100' from the nearest residential structure on adjoining properties.

Notice means by personal service, certified mail (return receipt requested), or a written notice left at the entrance to the premises where the animal is harbored.

Notify and notification unless otherwise stated in this chapter, a requirement to notify the department, means to contact the department at 959-565-6147 and speak with an employee of the department or leave a voicemail. Notification shall be made immediately, but only as soon as can be done so safely. The Mercedes Police Department may be contacted after the hours of 5:00 P.M, weekends, and holidays.

Neglect means an act involving failure to provide for animal health or safety, including but not limited to provide adequate food, water, shelter, exercise, or necessary veterinary care or failure to adequately confine an animal in an un-congested manner appropriate to its species, breed, age, and condition.

Nuisance means an animal that damages, soils, defiles, or defecates on private property other than the owner's or on public walks and recreation areas unless such waste is immediately removed and properly disposed of by the owner; causes unsanitary, dangerous, or offensive conditions to surrounding properties; causes a disturbance by excessive barking or other noise-making; or chases vehicles or molests, attacks, or interferes with persons or other domestic animals on public or private property.

Livestock and Domestic Fowl means all cattle, cows, calves, bulls, horses, donkeys, mules, sheep, swine, rabbit, and goats of every class, whatever, or the young of any such animal. The term domestic fowl shall include all chickens, ducks, turkeys, geese, pigeons, guineas, and parakeets, of every class whatever, and the young of any such fowl.

Owner means a person having the right of custody, legal or apparent, of an animal who keeps or harbors an animal or knowingly permits an animal to remain on or about any premises occupied by that person.

Properly fitted means, with respect to a collar or harness, a collar or harness that is appropriately sized for the dog based on the dog's measurements and body weight; does not choke the dog or impede the dog's normal breathing or swallowing; and does not cause pain or injury to the dog.

Restrain means to control an animal by physical means.

Restraint means a chain, rope, tether, leash, cable or other device that attaches a dog to a stationary object or trolley system.

Stray means any animal for which there is no identifiable owner or keeper.

Tethering means to tie (an animal) with a rope or chain so as to restrict its movement.

Unlawful Restraint – A person who owns or has custody or control of a dog and who uses a chain, rope, tether, leash, cable, or other device that attaches a dog to a stationary object or trolley system shall comply with Chapter 821, Subchapter D, Section 821.076 through 821.081 of the Texas Health and Safety Code, as amended. Dogs must have a properly fitted collar and restraint system as required by Subchapter D, Chapter 821 of the Texas Health and Safety Code.

Vaccinated means properly injected with a rabies vaccine licensed for use in that species by the United States of Agriculture, and administered by a veterinarian licensed to practice in the State of Texas.

Vicious means an animal that without justification attacks a person or domestic animal causing physical

injury or death or that behaves in a manner that a reasonable person would believe poses an imminent threat of serious injury or death to one or more persons or domestic animals.

Wild animal includes all species of animals which exist in a natural unconfined state and are usually not considered domesticated.

Section 2—Enforcement, Seizures, and Penalties

- (a) The Public Works Director or his/her designee(s) is hereby granted the authority to carry out the function of, and to enforce the provisions of this Ordinance, (NOTE: Animal Control personnel is under the Public Works Department)
- (b) Unless otherwise provided in this section, the Public Works Director or his/her designee(s), inclusive of the Code Enforcement Officer, are authorized to issue a citation to any owner, lessee, or occupant of any premises within the City limits for a violation of these regulations. The citation issued shall state the alleged violation, the date of the violation, and the section of this ordinance allegedly violated.
- (c) Any person who shall violate any provision of this chapter may be issued a notice to appear or summons to appear for such violation, and upon conviction, the person shall be deemed guilty of a misdemeanor and punished in accordance with Section 16 of the Ordinance.
- (d) City enforcement agents are authorized to seek a warrant or order from a court of competent jurisdiction to enforce this chapter, pursuant to all applicable local, state, and federal laws
- (e) City enforcement agents shall have the power to search, seize, and impound an animal with a warrant or court order under one or more of the following conditions:
 - (1) when the city enforcement agent has probable cause to believe that the animal creates a nuisance as described in Section 1 of this ordinance;
 - (2) when the city enforcement agent has probable cause to believe that the animal has been abandoned or is being treated inhumanely as described in this section;
 - (3) when the city enforcement agent has probable cause to believe that the animal has rabies or has been exposed to rabies;
 - (4) when the city enforcement agent has probable cause to believe that the animal is not being quarantined for rabies observation under appropriate conditions as defined in this section;
 - (5) when the city enforcement agent has probable cause to believe that the animal meets the definition of a dangerous animal as defined in section 1; or
 - (6) when the city enforcement agent has probable cause to believe that the animal is being possessed or harbored in violation of this section;
- (f) City enforcement agents shall have the power to search, seize and impound an animal without a warrant or court order, with probable cause under the following conditions:
 - (1) on public property, in all cases;
 - (2) on private property, if:

(a) the consent of the resident or property owner, or someone with apparent authority to consent, is obtained in writing; or

(b) exigent circumstances exist, the city enforcement agent reasonably believes that there is imminent danger of serious bodily injury or death to a human being, another animal, or the animal in question, and there is insufficient time to obtain a warrant.

(3) upon the request of a peace officer if the owner is not available and there is no one eighteen (18) years of age or older to accept responsibility for the animal.

(g) the city enforcement agent is authorized to use necessary force, including but not limited to breaking a vehicle's window, to make lawful seizures of animals pursuant to this section, subject to all local, state, and federal laws and court orders.

Section 3—Licensing and Rabies Vaccination

(a) All dogs and cats over the age of 6 months must be individually licensed unless they are:

1. Residents of the jurisdiction for less than 30 days;
2. Residents of a veterinary clinic, animal shelter or impoundment facility; or
3. Residents of a licensed kennel.

(b) No license shall be issued under this Ordinance unless the application is accompanied by a certificate from a veterinarian licensed to practice in any State or territory of the United States in accordance with the most prevailing Compendium of Animal Rabies Prevention and Control.

(c) Cat and dog licenses shall be issued by the Public Works Director or designee upon compliance with the requirements of this Ordinance and payment of the required fee of \$30, regardless if the dog or cat is altered or un-altered.

(d) The licensing period shall be for 3 years. License renewals may be applied for within 30 days prior to the expiration date. New residents must apply for a license within 30 days of establishing residence. **Renewal fee will be \$30 per a three-year period.**

(e) License fees shall be waived for dogs serving the blind or deaf; or trained dogs that are government-owned used for law enforcement purposes with proper licensing for service dog. All other licensing provisions shall apply.

(f) Upon acceptance of the license application and fee, the Public Works Director or his/her designee shall issue a durable license tag including an identifying number and year of the issuance. Both rabies and license tags must be attached to the collar of the dog or cat. Tags must be worn at all times and are not transferable.

(g) In any prosecution under this Code it shall be presumed that at the time of the alleged offense an animal was not currently vaccinated, and that no valid license had been issued for the animal, unless it was wearing a valid license tag issued pursuant to this section.

(h) Microchips shall only be required if an animal is found running at large without a microchip and the owner is identified. The owner shall pay the cost of the city transporting the animal to the

selected veterinarian for the implantation and, when written certification that the implant has occurred and all associated fees and expenses are paid, the animal shall then be released to the owner.

Section 4— Business Permits

- (a) No person shall operate an animal establishment, inclusive of a kennel or a pet shop, without first obtaining a Business Permit in compliance with this section and all other applicable ordinances, inclusive of the prevailing Zoning Ordinance.
- (b) The Business Permit period shall begin with the first day of the fiscal year and shall run for one year. Renewal application for permit may be made within 60 days prior to the expiration date. Application for a permit to establish a new breeding animal establishment may be made at any time.
- (c) The annual Business Permit shall be issued upon payment of the applicable fee: See Fee Chart.
 - 1. For each kennel authorized to harbor a maximum of 6 dogs or cats- \$75
 - 2. For each kennel authorized to harbor between 7-12 dogs or cats- \$125
 - 3. For each kennel authorized to harbor 13 or more dogs or cats - \$175
 - 4. For each pet shop- \$75
 - 5. For other animal establishments- \$75
- (d) Every facility regulated by this ordinance shall be considered a separate enterprise requiring an individual Business Permit.
- (e) The City of Mercedes may revoke any Business Permit or license if the person holding the permit or license refuses or fails to comply with this ordinance, the regulations promulgated by the State of Texas, or any other law governing the protection and safe-keeping of animals.
- (f) If an applicant is shown to have withheld or falsified any material information on the application, the City may refuse to issue the Business Permit, or may revoke said Business Permit or license.
- (g) It shall be a condition of issuance of any permit for an animal establishment that the City Enforcement Agent shall be permitted to inspect any and all animals and the premises where such animals are kept during reasonable and normal business hours. Where a permit is revoked for any cause of pending appeal of any such action, the City Enforcement Agent shall have the power of entry on the premises and into all areas where animals are being kept. A person denied a permit may not re-apply for a period of at least 30 days. Each re-application shall disclose any previous denial or revocation, and shall be accompanied by the typical filing fee.
- (h) No Business Permit shall be issued for the ‘Sale of Animals’ if the proposed site of such sale is on a roadside or any other outdoor or un-enclosed location.
- (i) Any animal establishment shall be kept and maintained in a clean manner, free from odors detectable at or near neighboring property.
- (j) Exemption may be considered to subsection (h) hereof if the sale of the offspring of an owner’s

pet takes place on the owner's premises, and there is compliance with any other applicable ordinances.

Section 5 — Owners' Responsibility

- (a) It shall be unlawful to allow any animal to run at large within the City. The Public Works Director or designee is hereby granted the authority to pick up and cause to be impounded any animal found running at large in the City. The impoundment notice and hearing procedures of this Ordinance shall apply in the case of any such animal.
- (b) Dogs must be securely confined, leashed, or under the control of a competent person at all times. See Section 6 of this Ordinance.
- (c) Cats are not required to be leashed. Owners are responsible for the behavior of their cats so that they do not become a nuisance. Any owner of a cat that is allowed to be unleashed is liable for any damages or nuisance caused by such cat. Upon a finding by the court that a particular cat is a nuisance or causes damages, the court may remove the privilege of allowing a particular cat to be unleashed or physically unrestrained.
- (d) A cat that is allowed to run at large by the owner must be surgically altered, must have a license and identification tag with the owner's name and correct phone number listed on the tag, and must not become a nuisance in the city. A cat owner who follows these guidelines shall be responsible for any damage caused by such cat. A cat that causes nuisance problems or damages away from the owner's property shall be restricted to its owner's private property.
- (e) No animal shall be allowed to cause a nuisance. The owner of every animal shall be held responsible for every behavior, nuisance-like or otherwise, of such animal under the provisions of this Ordinance.
- (f) Generally. No owner shall fail to provide his animal with good wholesome food and water, proper shelter and protection from the elements (cold, heat, rain and storm advisories), veterinary care when needed to prevent suffering, and humane care and treatment. A resident, tenant, and/or owner shall have the right to keep, harbor, pen, and/or oversee a maximum of 4 dogs over the age of 6 months old; it is thus prohibited for said resident, tenant, and/or owner to have 5 or more dogs on their premises unless it is a licensed 'kennel' meeting the distance requirement to area residential structures, as defined herein. Any owner of an animal shall maintain a clean and healthful shelter and living area for any animal being kept, which area shall be free of accumulated waste, debris, pests, fleas, and ticks so that the animal shall be free to walk or lie down without coming in contact with such waste, debris, or pests. All such shelters or living areas must be cleaned and maintained regularly so as to promote proper health for the animals being kept. The City Enforcement Agent shall have the inherent right to inspect such premises.
- (g) No owner shall abandon any animal. Abandonment consists of leaving such animal for a period in excess of 24 hours without providing for someone to feed, water and check the animal's condition. No owner shall leave an animal by a roadside or other similar area; or leave such animal on either public or private property without the property owner's consent and agreement to care for the

animal. If an animal is found so abandoned, such animal may be taken by the City designee and impounded in a designated facility, animal shelter, or other facility such as the Humane Society; and there confined in a humane manner. Such animal, if taken from private property, shall be kept for not less than 72 hours in accordance with the procedures set forth by state laws. If the animal is so abandoned, the owner or the person who has been charged with the animal's care shall be subject to a citation for violation of this section.

Section 6 — Animals Kept on Premises, Tethering and Confinement

- (a) Except in licensed kennels meeting the minimum 100' separation requirement to residential structures on adjoining properties, the maximum number of dogs kept on residentially used premises shall not exceed 4 after attaining the age 6 months or older. Also, one single litter of puppies, aged from birth through 6 months, may be permitted to remain at which time the owner will have to comply with Section 5 (f) of this Code.
- (b) Fences for all dogs must be of sufficient height, strength, and structurally sound repair to safely contain the dogs on the premises and prevent children from entering the yard or enclosure. Fences to confine dogs adjudicated as 'vicious' must adhere to additional safety requirements as specified in this Code.
- (c) A dog may be tethered only in full compliance with the provision of this section.
 - 1. No person shall tether a dog using any device that is directly attached to its neck, but instead via a tying device attached to a properly fitted collar or harness made of leather or nylon, and not be of the choker type. This regulation does not prohibit the *proper* use of a choker collar in the *training* of dogs;
 - 2. Dogs cannot be tethered as a primary method of confinement. Tethers can be used as a secondary control within an area fenced to prevent children from entering the yard or enclosure;
 - 3. Using a collar exceeding one and a half inches wide for any dog weighing less than 60 pounds, or using a collar exceeding 2 inches for dogs weighing 60 pounds or more;
 - 4. Except by using a tying device at least 10 feet in length or five times the dog's length, whichever is longer, with a swivel device on the anchor and collar to prevent tangling, and made of 3/16" links of a minimum grade 30 with load limits of 800 pounds for animals that weigh between 30 and 80 pounds, and 1/2" links of a minimum grade 30 with a load limit of 1,500 pounds for animals that weigh from 80 pounds or greater;
 - 5. A dog may be tethered using a device that weighs more than 1/8 of the dog's body weight;
 - 6. A dog may not be kept tethered onto any lamppost, light pole, or other similar improvement because such will allow the un-accompanied animal to go into, upon or over any sidewalk, alley, street, or any property not belonging to the dog's owner;
 - 7. A dog may be tethered on its owner's property for no more than 8 hours per day, but only if it has access to water and shelter from the elements at all times; and the owner, keeper

or authorized person is on the premises or within its view and a reasonable distance therefrom; a dog may not be tethered at any time during a heat advisory; or

8. A dog may be tethered anywhere other than its owner's property for more than 10 minutes, but only if it is in a safe place and the owner, keeper or authorized person, is never out of sight of the dog or more than 50 feet away.
 9. A person who owns or has custody or control of a dog may not leave a dog outside and unattended by use of a chain, rope, tether, leash, cable, or other device that attaches a dog to a stationary object or trolley system that: unreasonably limits the dog's movement: between the hours of 10:00 P.M and 6:00 A.M.; or is located within five hundred (500) feet of a school; or occurs during extreme weather conditions as defined in Subchapter D, Chapter 821 of the Texas Health and Safety Code.
- (d) The premises upon which animals are kept, whether indoors or outdoors, shall be maintained in a secure, clean and sanitary condition.
- (e) No person shall transport or carry on any public roadway any animals in a motor vehicle unless the animal is safely enclosed within the vehicle, and if traveling in an unenclosed vehicle (including but not limited to convertibles, pick-up trucks, jeeps, and flatbed trucks), the animal shall be confined by a vented container or cage, or by chain, rope or other device cross-tied to prevent the animal from falling or jumping from the motor vehicle or from strangling on a single leash.
- (f) Any failure to comply with this section may result in confiscation of the dog, and citation(s) being issued against the person in charge of said dog.

Section 7— Nuisances

- (a) Nuisances include but are not limited to frequent running at large, excessive noise, soiling of public property and of private property not owned or rented by the pet owner, and noxious odors or unsanitary conditions caused by failure to clean the dog's resident property.
- (b) Dogs must be prevented from causing a nuisance by barking, howling, or yelping in a habitual, consistent, or persistent manner that continually disturbs the peace of the neighborhood.
- (c) Owners must immediately remove feces deposited by their dogs on public property, public and private right-of-way's, and private property not owned or rented by the animal owner; furthermore, owners or the person in charge of such dogs shall remove within a reasonable time such feces from their own properties (whether owned or rented) should the feces/urine induce an odor issue that is offensive to the normal senses of adjoining private residents, and as confirmed by the investigating Animal Control Officer, Code Enforcement Officer, or Health Officer.
- (d) The Animal Control Officer, or Code Enforcement Officer, shall investigate each complaint and may issue a citation to anyone found violating this section.
- (e) Dog owners who repeatedly violate nuisance laws will be subject to increased fines and to requirements that they provide a remedy for the offending behavior or activity. If the violation

involves lack of sanitation on the subject property, Health Officials may also make periodic visits to assure that sanitation is maintained. If an extreme unhealthy issue is clearly evident, in addition to citations being issued, the Health Official may recommend to the Municipal Court Judge at a called hearing that the animals should be removed from the property, either by the owner or through an order of confiscation to thus take firm measures to restore a healthy environment.

Section 8 —Dead Animals

- (a) The City shall provide, by contract or otherwise, for the removal and disposition of animal carcasses from the streets, avenues, alleys and other public places of the City.
- (b) It shall be unlawful for any person to throw or place any dead or injured animal or fowl or related body part, in or upon any public place within or belonging to the City, the County of Hidalgo, the State of Texas, or any property belonging to an irrigation district.
- (c) It shall be unlawful for any person to bury or cause to be buried within the City any dead animal, except as provided herein. Any person having in the person's possession or upon their premises any dead animal shall immediately dispose of the animal in any one of the following manners:
 - 1. Removal from the City for appropriate disposition;
 - 2. Cremation at a licensed facility;
 - 3. Disposal at a site or facility certified to accept putrescible wastes; or
 - 4. Burial on the person's private property at a depth greater than two feet (2') below ground level.

Section 9 -- Unlawful Restraint of a Dog

- a) An owner may not leave a dog outside and unattended by use of a restraint unless the owner provides the dog access to:
 - 1. adequate shelter;
 - 2. an area that allows the dog to avoid standing water and exposure to excessive animal waste;
 - 3. shade from direct sunlight; and
 - 4. potable water
- b) An owner may not restrain a dog outside and unattended by use of a restraint that;
 - 1. is a chain;
 - 2. has weights attached;
 - 3. is shorter in length than the greater of:
 - (A) five times the length of the dog, as measured from the tip of the dog's nose to the base of the dog's tail; or
 - (B) 10 feet; or
 - 4. is attached to a collar or harness not properly fitted.

- c) A person commits an offense if the person knowingly violates this section. The restraint of each dog that is in violation is a separate offense.

Section 10 — Animal Cruelty

- (a) It is unlawful for anyone to beat, cruelty ill-treat, torment, overload, overwork or otherwise abuse an animal, or cause, instigate or permit any dogfight, cockfight, bullfight or other combat between animals or between animals and humans.
- (b) It is unlawful to breed or train an animal for fighting with any other animal.
- (c) Having charge, custody, or possession of any animal or fowl, either as owner or otherwise, and unjustifiably fail to provide it with proper food, proper drink, proper shelter, proper veterinary care, and/or with humane care and treatment constitutes animal cruelty.
- (d) No person shall leave any animal in any standing or parked vehicle in such a way as to intentionally, knowingly, recklessly, or with criminal negligence endanger the animal's health or safety. Any Animal Control Officer or Police Officer is hereby authorized to use reasonable force, including the breaking of a window, if the animal's health or life is at risk where after said animal shall be impounded. The attending city's official shall then leave a notice on the vehicle bearing the name of the officer removing the animal, a telephone number where he/she can be contacted, and the location where the animal may be claimed by the owner. It is declared that any person violating this section shall reimburse the City for the full cost and expense incurred by the city in the care, medical treatment, and impoundment of the animal, including the removal from a vehicle before regaining possession of the animal.
- (e) This section is not intended to contravene the provisions for animal cruelty contained in the Texas Penal Code.
- (f) No method of slaughtering or handling in connection with slaughtering shall be deemed to comply with the public policy of the United States unless it is humane. In the case of cattle, calves, horses, mules, sheep, swine, and other livestock, all animals are rendered insensible to pain by a single blow, or an electrical, chemical, or other means that is rapid and effective, before being shackled, hoisted, thrown, cast, or cut; or
- (g) Any failure to comply with this section may result in confiscation of the animal with citation(s) being issued against the person(s) found to be in (alleged) violation of this Code.

Section 11 — Prohibited Animals; Distance Requirements

- (a) It shall be unlawful to keep any wild animals inside the City limits unless it is permitted through a bona fide circus for a temporary stay.
- (b) It shall be unlawful to release or to allow any wild or vicious animal to be running at large and unrestrained.
- (c) It shall be unlawful for any person to raise, keep, pen or harbor any livestock or domestic fowl upon any premises within 200 feet from any residential property, measured to the nearest property line of such residence (other than that of the occupant of the premises where the same are kept); or

within 200' from any hotel, church, school, nursing home, daycare, or similar facility, within the corporate limits, as measured to said structural improvements where people occupy said structures or its auxiliary buildings. This section shall not apply to the raising of livestock temporarily harbored pursuant to an exhibit or exposition held within the City, but where such harboring shall mandate the approval of the Code Enforcement Officer and the City's Health Official to assess containment, distance to surrounding residents, health control measures, and any historical evidence of previous compliance of sanitary management practices.

- (d) All livestock or domestic fowl shall be kept in suitable sanitary pens or enclosures, which shall be cleaned daily, and daily disinfected and sprayed with insecticides and kept in such a manner as not to become unsanitary offensive or disagreeable to persons of ordinary sensibilities residing in the vicinity thereof. The livestock or domestic fowl shall not be kept or maintained so as to breed flies or in any manner cause any injury to the health of the public or any person residing in the vicinity of said pen or enclosure.
- (e) No person shall import, transport or release or cause to release within City Limits any live animal, gamete, viable egg or hybrid of any species listed as invasive to the area by the U.S. Fish and Wildlife Service or the Texas Parks and Wildlife agencies, except by authorized permit for responsible zoological, educational, medical or scientific purposes.

Section 12 —Animal Bites

- (a) Any wild animal which has bitten a person should be caught and euthanized, and the brain immediately submitted to a qualified laboratory for rabies examination. Rodents, rabbits, birds, and reptiles are not considered to be transmitters of the rabies virus and should not be submitted for laboratory examination for rabies.
- (b) Any dog or cat which has bitten a person shall be quarantined for observation of rabies for a period of no less than ten (10) days from the date of the bite. The procedure and place of observation shall be designated by the investigating officer or responsible agency. Such confinement shall be at the expense of the owner. Stray dogs or cats whose owners cannot be located shall be confined in the animal shelter. The owner of any dog or cat which has been reported to have inflicted a bite on a person shall, on demand, produce the dog or cat for impoundment, as prescribed in this section. Refusal to produce the dog or cat constitutes a violation of this section, and each day of such refusal shall constitute a separate and individual violation.
- (c) A dog declared 'vicious' which has bitten a person shall be quarantined for observation of rabies for a period of no less than ten (10) days from the date of the bite. The fee will be required for release of the 'vicious' dog. No dog that has been declared 'vicious' must have more than two (2) violations of this chapter. The dog will be euthanized in a humane manner at the owners expense.
- (d) An animal control officer or Code Enforcement Officer is empowered to issue a citation to the owner of a dog or cat which has bitten a person as described in the fee chart below.

Section 13—Vicious Animal Declaration

- (a) An animal that may be suspected of being ‘vicious’ may be investigated by the Public Works Director or his/her designee. Upon such investigation, if the City finds that the animal’s behavior and instinct is said to be ‘vicious’, said animal shall be so classified.
- (b) No animal may be declared ‘vicious’ for injury or damage sustained by a person who was committing a willful trespass or other tort upon the premises of the animal’s owner.
- (c) No animal may be declared vicious for injury or damages sustained by a person who was teasing, tormenting, abusing, or assaulting the animal.
- (d) No animal may be declared ‘vicious’ for injury or damages sustained If the dog was defending or protecting its owner from unjustified attack or assault, or was protecting or defending its young or other animals from harm or attack.
- (e) No dog shall be deemed ‘vicious’ simply by its breed.
- (f) Within 5 days of declaring an animal ‘vicious’, the Public Works Director or designee shall notify the animal’s owner in writing of the declaration by personal service. In the alternative, service may be by certified mail or by posting on the animal owner’s property. The notice shall:
 - a. Identify the requirements and conditions for maintaining a ‘vicious’ animal as set forth in Section 14 of this Code; and
 - b. Order the owner to immediately comply with the confinement and other requirements of Sections 5 & 6, and advise the owner of his/her right to a hearing under this Section.
- (g) The owner of an animal declared ‘vicious’ shall have the right, within 5 days after service of the notice, to personally serve upon the Public Works Director, designee or the municipal court clerk a written request for a hearing to contest the ‘vicious’ animal declaration. The City’s recipient shall then file the hearing request with the Municipal Court where after a hearing shall be held within a reasonable time therefrom.
- (f) The hearing under this section shall be before a Municipal Judge of the City and shall be formal, and strict rules of evidence shall apply. The owner may be represented by counsel, present oral and written evidence, and cross examine witnesses.
- (g) At the hearing, all interested persons shall be given the opportunity to present evidence of the issue of the dog's alleged viciousness. Criteria to be considered in a hearing required herein may include but not be limited to:
 - 1. Provocation
 - 2. Observable behavior of the dog;
 - 3. Site and circumstances of the incident; and
 - 4. Statements from interested parties and/or witnesses.
- (h) The Municipal Judge shall issue a decision within two business days after the close of the hearing under this section and shall notify the owner in writing of the decision.
- (i) The Municipal Judge may uphold the ‘vicious’ animal declaration, in which event the owner shall

comply with all of the requirements and conditions for keeping a 'vicious' animal as set forth in Section 14.

- (j) The decision by the Municipal Judge shall be final.
- (k) The owner will be responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the dog at the animal shelter through the appeals process.
- (l) It shall be unlawful by the owner or keeper of a deemed 'vicious' dog to not fully comply with the confinement provisions for such dogs, as regulated in this Code.
- (m) Section 822 of the Texas Health and Safety Code, as it may be amended by state law, is hereby adopted for the city, and such law is referred to, incorporated in this Ordinance and made a part of this ordinance for all purposes.

Section 14 — Requirements for Keeping a Vicious Animal

- (a) The owner of 'vicious' animal shall be subject to the following requirements:
 - 1. Upon designation of a 'vicious' dog, owner must acquire a license to keep a 'vicious' dog and pay appropriate fees.
 - 2. Confinement. All 'vicious' animals shall be securely confined upon the premises of the owner indoors or outdoors in a ~~locked enclosure enclosed and locked kennel~~. Confinement shall comply with the provisions of Sections 5 & 6.
 - 3. A dangerous dog may be off the owner's premises or out of its enclosure only if it is muzzled and restrained by a substantial chain or leash having a minimum tensile strength of three hundred (300) pounds, and not exceeding four (4) feet in length, attached to a leather or nylon collar or harness (not a choke chain). The muzzle must be made in a manner that will not cause injury to the dog or interfere with its vision or respiration, but must prevent it from biting any person or animal. No person under the age of eighteen (18) shall be in charge or control of a 'vicious' dog. No person physically incapable of restraining or controlling a 'vicious' dog, either due to weight or strength of the dog, shall be in charge or control of such a dog.
 - 4. The owner shall prominently display a sign on his premises at all entry points warning that there is a 'vicious' dog on the property, as well as on any fenced enclosure, no more than thirty (30) feet apart, and at each normal point of ingress and egress. These signs shall bear the words "Beware of Dog" or "Dangerous Dog" in letters at least three and one-half (3 ½) inches high, and shall be so placed as to be readily visible to any person approaching the enclosure. If such required signs are eroded due to sun exposure or weather conditions, such signs must be immediately replaced.
 - 5. The Municipal Court Judge, in his/her discretion during a related hearing to preserve the safety of the general public, may require a 'vicious' dog to be spayed or neutered.
 - 6. The Animal Control Officer or Code Enforcement Officer, in their discretion, shall have the authority to make whatever inspections are deemed necessary to ensure that the

provisions recited herein are fully complied with.

7. Prior to a 'vicious' dog being sold or given away, the owner shall provide the name, address, and phone number of the new owner to the Public Works Director. Each owner shall execute a document acknowledging that said owner is aware of the 'vicious' dog classification, and that said owner shall comply with the requirements of this Code.
8. An owner of a 'vicious' dog shall have the option to have said dog humanely euthanized at his expense by the animal shelter or licensed veterinarian if said owner is unable to comply with the requirements cited herein.
9. The owner of a 'vicious' dog shall present to the Public Works Director or designee proof that the owner has procured liability insurance or a surety bond in the amount of not less than one hundred thousand dollars (\$100,000.00) covering each dog so declared for any damage or injury that may be caused by each such 'vicious' dog. The liability insurance policy or surety bond shall contain a provision requiring that the Public Works Director be notified immediately by the agent issuing the policy or bond, or by the company issuing the policy or bond, in the event the insurance policy or bond is canceled, terminated, or is about to expire. The liability insurance, or surety bond, shall be obtained prior to the issuing of a permit to keep a 'vicious' dog, and proof of coverage shall be required each year for renewal of the license to keep a 'vicious' dog.

Section 15 — Impoundment

- (a) Animals owned or harbored in violation of this Code or state law shall be taken into custody by an Animal Control Officer or other designated official and impounded. Stray animals shall be similarly impounded.
- (b) It shall be unlawful for any person to remove any impounded animal from the animal facility without the consent of the Animal Control Officer or designated official or agency.
- (c) If the owner of an impounded animal is known, immediate notice shall be given to him/her. Any impounded animal may be redeemed upon payment of fines, license fee where applicable, care and feeding charges, veterinary charges, rabies vaccination charges and such other costs as set by the City Commission of the City of Mercedes.
- (d) If such animal is not redeemed within three days, it shall be deemed abandoned and may be placed for adoption subject to payment of the license fee where applicable, impoundment fee, care and feeding charges, veterinary charges, rabies vaccination charges where applicable, and such other costs as set forth by the City Commission; if such animal is not redeemed, it may be humanely euthanized according to facility's protocol.
- (e) If the animal is to be available for adoption, an adoption fee of \$25 shall be assessed at the time. No dog or cat shall be released for adoption as a pet without being neutered. Reasonable vaccination fees, licensing fees, and veterinary costs may be assessed during the course of adoption.
- (f) The Public Works Director or designee may order the impoundment for destruction of an animal

only when the animal:

1. Has attacked, bitten or injured a human being or domestic animal and the circumstances indicate that there is a probability of additional similar conduct by such animal.
 2. Has been declared a 'vicious' animal pursuant to Section 10, and the owner, if any is ascertainable, has failed to comply with the requirements and conditions for keeping a vicious animal as provided in Section 13.
 3. Poses a threat of serious harm to the public's health or safety.
- (g) The Public Works Director may accept a dog or cat voluntarily forfeited from the confirmed owner for humane disposal whereby a fee of \$260 will be paid for such service.
- (h) Any animal impounded for destruction under the provision of this section may be claimed by its owner only with an order issued by the Municipal Court after a hearing pursuant to this section and in compliance with any conditions and applicable fees of such an order.
- (i) The impoundment of dogs and cats which have inflicted bites on humans shall be for a period often days for observation and shall not be released until a licensed veterinarian has declared the animal to be free of rabies.
- (j) If a dog or cat dies during the observation period, the Public Works Director shall cause the dog's or cat's remains submitted for rabies testing.
- (k) Any impounded animal on observation may be redeemed after the observation period has ended and upon payment of the license fee where applicable, care and feeding charges, veterinary charges, rabies vaccination charges, and other costs as set by the City Commission of the City of Mercedes. If such animal is not redeemed within three days, it shall be deemed abandoned and shall be humanely euthanized.
- (l) Within 2 business days of any impoundment for destruction under this Code, the Public Works Director or designee shall notify the animal's owner in writing (Certified Mail) of the impoundment. In the alternative, service may be by posting a laminated original letter on the animal owner's property. The notice shall advise the owner to his/her right to a hearing. In the case of stray animals, an attempt to notify the owner is not necessary.
1. The owner of an animal impounded for destruction shall have the right, within 5 days after service of the notice under this section, to personally serve upon the Public Works Director or his/her designee, a written request for a hearing to contest the impoundment. The Public Works Director or designee shall immediately file the request with the Municipal Court, and a hearing may be held at the next available court date.
 2. The impoundment hearing shall be informal, and strict rules of evidence shall not apply. The owner shall be represented by a counsel; present oral and written evidence, and cross examine witnesses.
 3. The Municipal Judge shall issue a decision within 2 business days after the close of the hearing under this section, and shall notify the owner and Public Works Director in

writing of the decision.

4. After considering all of the relevant evidence, the Municipal Judge may order the destruction of the impounded animal or may release the animal to its owner, conditional on the owner complying with the requirements for keeping a vicious animal as set forth in this Code.

Section 16 — Penalty for Violations and Redemption Rate after Impoundment

- (a) Any person found guilty of the violation of any provision of this ordinance shall be punished as published table of fees on the City website.

First violation involving an altered animal	\$50
First violation involving an intact animal	\$50
Second violation involving an altered animal	\$100
Second violation involving an intact animal	\$100
Third and subsequent violations involving an altered animal	\$150
Third and subsequent violation involving an intact animal	\$150

- (b) In addition to the fine specified in subsection (a) above, the Municipal Court Judge may sentence owners, at their own cost, to complete a Responsible Owner Course every time they are found guilty after a first violation.
- (c) In the event the Municipal Court Judge allows community service in lieu of or in addition to the imposition of a fine, whenever possible such community service shall be served at an animal shelter or similar institution.
- (d) Prior to sentencing, if the owner of an intact animal is found guilty or pleads 'no contest' to a violation of this ordinance, and said owner represents that the animal will be altered, the Municipal Court may reset the sentencing, but only once and for no more than 30 days, for the purpose of allowing the defendant to present sufficient proof that the animal was altered after the finding of guilt or entry of the plea of 'no contest'. Upon presentation of such proof of alteration, the fines imposed pursuant to this section may be reduced pursuant to the discretion of the Municipal Court Judge.
- (e) For redemption. The person entitled to the possession of any animal delivered to the animal control center shall be entitled to have the animal delivered to him upon presentation of satisfactory evidence of ownership, proof of compliance with any other applicable ordinance or statute governing the release of an animal to such owner, and payment of all applicable charges, fines, and/or fees, provided such animal is not infected or reasonably believed to be infected with rabies or any other infectious or contagious disease.
- (f) Except as otherwise provided in this Code, the following fees shall be charged for the impoundment of an animal in the animal control center:

First impoundment of an altered animal	\$65
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First impoundment of an intact animal	\$65
Second impoundment of an altered animal	\$120
Second impoundment of an intact animal	\$120
Third and subsequent impoundment of an altered animal	\$175
Third and subsequent impoundment of an intact animal	\$175
(g) The fees specified above for unsterilized dogs or cats shall apply unless it has been determined by external examination that the animal had already been sterilized, or the owner presents a certificate from a veterinarian establishing that the animal had been sterilized.	

Section 17 — Severability

If any portion, section, subsection, phrase, sentence or clause of this ordinance shall for any reason be held invalid, such invalidity shall not affect the remaining provisions of this ordinance, or their application of other persons or sets of circumstances, and to this end, all provisions of other related Ordinances that may be in conflict herewith are hereby repealed.

Section 18 - Publication and Effective Date

The caption of this ordinance shall be published in a newspaper of local circulation in accordance to the City Charter of the City of Mercedes, Texas; and pursuant to State Law. This ordinance shall become and be effective in accordance with the City Charter of the City of Mercedes, Texas and the laws of the State of Texas. The fees and enforcement of this ordinance shall become effective March 1, 2023 allowing a grace period to inform the public of this ordinance.

READ, DISCUSSED, AND APPROVED ON THIS THE 7TH DAY OF FEBRUARY IN THE YEAR OF OUR LORD, 2023.

1st Reading: January 17, 2023.

2nd Reading: February 7, 2023.

Approved as to Form: _____
Martie Garcia Vela, City Attorney

Oscar Montoya, Mayor

ATTEST:

Joselynn Castillo, City Secretary

Fee Chart

Description	Reference	Fee
License and Rabies	Section	
Cat and Dog License (3 year period)	Sec.3(c)	\$30
Designated Facilities processing fee per license issued	Sec.3(f)	\$5
License to keep a ‘vicious’ dog	Sec. 14(a)8	\$50
Business Permits		
For each kennel authorized to harbor a maximum of 6 dogs or cats	Sec.4(c)1	\$50
For each kennel authorized to harbor between 7-12 dogs or cats	Sec.4(c)2	\$100
For each kennel authorized to harbor 13 or more dogs or cats	Sec.4(c)3	\$150
For each pet shop	Sec.4(c)4	\$50
For other animal establishments	Sec.4(c)5	\$50
Unlawful Restraints		
Unlawful Restraint of a Dog violation (price is for each separate offense)	Sec. 9(c)	\$200
Nuisance		
First violation of nuisance	Sec. 7(e)	\$50
Second violation of nuisance	Sec. 7(e)	\$100
Third and subsequent violation of nuisance	Sec. 7(e)	\$150
Animal Bites		
Dog or Cat bite, with owner per occurrence	Sec. 12	\$150
Dog Bite from a ‘vicious dog’ per occurrence	Sec. 12	\$200
Impoundment		
Adoption Fee	Sec.15(e)	\$25
Voluntary Forfeited Animals	Sec.15(g)	\$260
Tranquilize or euthanize an animal on site		\$150
Quarantine an animal		\$250
Deceased animal impoundment		\$45
Violations	Section 16	
First violation involving an altered animal	Sec. 16(a)	\$50

First violation involving an intact animal	Sec. 16(a)	\$50
Second violation involving an altered animal	Sec. 16(a)	\$100
Second violation involving an intact animal	Sec. 16(a)	\$100
Third and subsequent violations involving an altered animal	Sec. 16(a)	\$150
Third and subsequent violation involving an intact animal	Sec. 16(a)	\$150
Redemption Rate after Impoundment	Section 16	
First impoundment of an altered animal	Sec. 16(f)	\$65
First impoundment of an intact animal	Sec. 16(f)	\$65
Second impoundment of an altered animal	Sec. 16(f)	\$120
Second violation involving an intact animal	Sec. 16(f)	\$120
Third and subsequent impoundment of an altered animal	Sec. 16(f)	\$175
Third and subsequent impoundment of an intact animal	Sec. 16(f)	\$175

Mercedes shall pay City of Weslaco \$65 per animal impounded at City's shelter.

Mercedes shall pay City \$55 per deceased animal taken to City's shelter.

Mercedes citizens seeking to reclaim animals shall pay fee as set by City of Weslaco.

Mercedes shall pay City of Weslaco \$150.00 to tranquilize or euthanize an animal on site.

Mercedes shall pay City of Weslaco \$250.00 to quarantine an animal.

ORDINANCE NO. 2023-03

AN ORDINANCE OF THE CITY OF MERCEDES, TEXAS (CITY) AMENDING ORDINANCE NO. 2022-08; ADOPTING NEW UTILITY RATES FOR WATER AND SEWER; IMPLEMENTING A METER-SIZE BASED MINIMUM CHARGE STRUCTURE FOR WATER SERVICE; INCREASING MINIMUM CHARGES AND VOLUMETRIC RATES EACH YEAR FROM JULY 2022 THROUGH OCTOBER 2026 AT THE LEVELS INDICATED IN THE RATE TABLES PROVIDED WITHIN THIS ORDINANCE, SAID RATE INCREASES TO AUTOMATICALLY GO INTO EFFECT ON JULY 1, 2022 AND FOR EACH SUBSEQUENT YEAR THEREAFTER THROUGH OCTOBER 2026 UNLESS THE CITY TAKES ACTION TO REVISE THIS ORDINANCE; AUTHORIZING THE MAYOR TO ORDER THE IMPLEMENTATION OF THE AMENDED RATE SCHEDULE WITHIN THE CITY'S SERVICE AREA; DECLARING A PUBLIC PURPOSE; PROVIDING A REPEALER; PROVIDING FOR SEVERABILITY; AND SETTING AN EFFECTIVE DATE

* * * * *

WHEREAS, the City of Mercedes wishes to amend its utility rate schedule as approved and implemented by Ordinance No. 2022-08; and

WHEREAS, the governing body of the City has determined the rates for providing municipal utility services requires adjustment in order to reflect its actual costs and to assure the City's continued financial ability to provide these services; and

WHEREAS, the water and wastewater systems continue to grow at increased levels each year and the expansion, rehabilitation and improvement needs of existing infrastructure is critical; and;

WHEREAS, funding the water and wastewater system's capital expansion and improvement plans will require the issuance of revenue and other bonds, the repayment of which will come primarily from the revenues generated by the respective system's user fees and charges; now

BE IT ORDAINED BY THE CITY COMMISSION OF MERCEDES, TEXAS THAT:

SECTION 1. AUTHORIZATION The utility rate schedule attached as Exhibit "A" (Exhibit) hereto is adopted and approved by the City Commission. The Mayor is authorized to order the implementation of the amended rate schedule within the City of Mercedes service area as set forth in the Exhibit. Said Exhibit is approved and incorporated herein for all purposes as if fully copied and set forth at length.

SECTION 2. INCORPORATION OF RECITALS The City Commission finds the recitals contained in the preamble to this ordinance are true and correct and incorporates them as findings of fact.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or illegal, such decision shall not affect the validity of the remaining sections of this Ordinance. The City Commission hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared void; and that in lieu of each clause or provision of this Ordinance that is invalid, illegal, or unenforceable there be added by the Mayor as necessary with the approval of the City Attorney as to form, and as a part of the Ordinance a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

SECTION 5. EFFECTIVE DATE. The Ordinance shall be effective immediately upon the approval of the City Commission.

READ, DISCUSSED, AND APPROVED ON THIS 7TH DAY OF FEBRUARY, IN THE YEAR OF OUR LORD, 2023

1st Reading: February 7, 2023

2nd Reading: February 21, 2023

Approved as to Form: _____
Martie Garcia-Vela, City Attorney

Oscar D. Montoya, Sr. Mayor

Attest:

Joselynn Castillo, City Secretary

Exhibit “A”

WATER

(a) *Premises connected with water system.* Charges shall be paid by all persons owning or occupying premises which are connected with the water system in accordance with the following schedule of rates; and such charges as are hereinafter described are hereby levied and assessed, as hereinafter provided:

(1) For each defined Customer Class, monthly water rates and charges shall be based on metered water consumption as described on the following tables scheduled for annual adjustments beginning on July 1, 2022 and every year thereafter through October 2026.

Meter Sized Based Minimum Monthly Water Charges and Volumetric Rates for Monthly Metered Consumption Greater:

CITY OF MERCEDES, TEXAS

PROPOSED WATER RATES:

			Effective:					
			Current	7/1/22	10/1/23	10/1/24	10/1/25	10/1/26
Residential ICL								
<u>Min. Charge - 0 Gallons</u>								
5/8" & 3/4" Meter Sched 1			\$23.48	\$24.35	\$25.22	\$26.08	\$26.95	\$27.82
1" Meter			\$23.48	\$26.20	\$28.91	\$31.63	\$34.34	\$37.06
1 1/2" Meter			\$23.48	\$29.31	\$35.14	\$40.96	\$46.79	\$52.62
2" Meter			\$23.48	\$34.80	\$46.12	\$57.45	\$68.77	\$80.09
<u>Consumption Charge - K Gal</u>								
Consumption Charge - K Gal	1	1,000	\$2.07	\$2.15	\$2.20	\$2.24	\$2.28	\$2.33
Consumption Charge - K Gal	1,001	3,000	\$2.07	\$2.15	\$2.20	\$2.24	\$2.28	\$2.33
Consumption Charge - K Gal	3,001	4,999	\$2.07	\$2.15	\$2.20	\$2.24	\$2.28	\$2.33
Additional Minimum Charge	5,000	5,001	\$5.41	\$4.33	\$3.25	\$2.16	\$1.08	\$0.00
Consumption Charge - K Gal	5,002	9,999	\$2.20	\$2.29	\$2.33	\$2.38	\$2.43	\$2.48
Additional Minimum Charge	10,000	10,001	\$2.50	\$2.00	\$1.50	\$1.00	\$0.50	\$0.00
Consumption Charge - K Gal	10,002	14,999	\$2.34	\$2.43	\$2.48	\$2.53	\$2.58	\$2.63
Additional Minimum Charge	15,000	15,001	\$3.26	\$2.61	\$1.96	\$1.30	\$0.65	\$0.00
Consumption Charge - K Gal	15,002	19,999	\$2.45	\$2.55	\$2.60	\$2.65	\$2.70	\$2.76
Additional Minimum Charge	20,000	20,001	\$3.90	\$3.12	\$2.34	\$1.56	\$0.78	\$0.00
Consumption Charge - K Gal	20,002	24,999	\$2.53	\$2.63	\$2.68	\$2.74	\$2.79	\$2.85
Consumption Charge - K Gal	25,000	25,001	\$2.64	\$2.75	\$2.80	\$2.86	\$2.91	\$2.97
Consumption Charge - K Gal	25,002	29,999	\$2.64	\$2.75	\$2.80	\$2.86	\$2.91	\$2.97
Consumption Charge - K Gal	30,000	30,001	\$2.78	\$2.89	\$2.95	\$3.01	\$3.07	\$3.13
Consumption Charge - K Gal	30,002	Greater	\$2.78	\$2.89	\$2.95	\$3.01	\$3.07	\$3.13

CITY OF MERCEDES, TEXAS

PROPOSED WATER RATES:

			Effective:					
			Current	7/1/22	10/1/23	10/1/24	10/1/25	10/1/26
Residential OCL								
Min. Charge - 0 Gallons								
5/8" & 3/4" Meter Sched 3			\$27.01	\$28.01	\$29.00	\$30.00	\$31.00	\$31.99
1" Meter			\$27.01	\$30.13	\$33.25	\$36.38	\$39.50	\$42.62
1 1/2" Meter			\$27.01	\$33.71	\$40.41	\$47.11	\$53.81	\$60.51
2" Meter			\$27.01	\$40.03	\$53.05	\$66.07	\$79.08	\$92.10
Consumption Charge - K Gal								
Consumption Charge - K Gal	1	1,000	\$2.38	\$2.48	\$2.52	\$2.58	\$2.63	\$2.68
Consumption Charge - K Gal	1,001	3,000	\$2.38	\$2.48	\$2.52	\$2.58	\$2.63	\$2.68
Consumption Charge - K Gal	3,001	4,999	\$2.38	\$2.48	\$2.52	\$2.58	\$2.63	\$2.68
Additional Minimum Charge	5,000	5,001	\$6.22	\$4.98	\$2.99	\$1.19	\$0.24	\$0.00
Consumption Charge - K Gal	5,002	9,999	\$2.53	\$2.63	\$2.68	\$2.74	\$2.79	\$2.85
Additional Minimum Charge	10,000	10,001	\$2.87	\$2.30	\$1.38	\$0.55	\$0.11	\$0.00
Consumption Charge - K Gal	10,002	14,999	\$2.69	\$2.80	\$2.85	\$2.91	\$2.97	\$3.03
Additional Minimum Charge	15,000	15,001	\$3.74	\$2.99	\$1.80	\$0.72	\$0.14	\$0.00
Consumption Charge - K Gal	15,002	19,999	\$2.82	\$2.93	\$2.99	\$3.05	\$3.11	\$3.17
Additional Minimum Charge	20,000	20,001	\$4.49	\$3.59	\$2.16	\$0.86	\$0.17	\$0.00
Consumption Charge - K Gal	20,002	24,999	\$2.91	\$3.03	\$3.09	\$3.15	\$3.21	\$3.28
Consumption Charge - K Gal	25,000	25,001	\$3.04	\$3.16	\$3.22	\$3.29	\$3.36	\$3.42
Consumption Charge - K Gal	25,002	29,999	\$3.20	\$3.33	\$3.39	\$3.46	\$3.53	\$3.60
Consumption Charge - K Gal	30,000	30,001	\$3.20	\$3.33	\$3.39	\$3.46	\$3.53	\$3.60
Consumption Charge - K Gal	30,002	Greater	\$3.20	\$3.33	\$3.39	\$3.46	\$3.53	\$3.60

***Meters larger than 2 inches shall be assessed Multi-Family / Small Business Rates.**

CITY OF MERCEDES, TEXAS

PROPOSED WATER RATES:

			Effective:					
			Current	7/1/22	10/1/23	10/1/24	10/1/25	10/1/26
Mult Fam / Small Bus ICL								
<u>Min. Charge - 0 Gallons</u>								
5/8" & 3/4" Meter Sched MFI + U			\$31.33	\$36.25	\$44.12	\$47.07	\$49.03	\$51.00
1" Meter			\$31.33	\$37.75	\$48.02	\$51.87	\$54.43	\$57.00
1 1/2" Meter			\$31.33	\$39.25	\$51.92	\$56.67	\$59.83	\$63.00
2" Meter			\$31.33	\$46.00	\$69.47	\$78.27	\$84.13	\$90.00
3" Meter			\$31.33	\$59.75	\$105.22	\$122.27	\$133.63	\$145.00
4" Meter			\$31.33	\$81.00	\$160.47	\$190.27	\$210.13	\$230.00
6" Meter			\$31.33	\$132.25	\$293.72	\$354.27	\$394.63	\$435.00
8" Meter			\$31.33	\$207.25	\$488.72	\$594.27	\$664.63	\$735.00
<u>Consumption Charge - K Gal</u>								
Consumption Charge - K Gal	1	1,000	\$2.07	\$2.30	\$2.53	\$2.78	\$3.03	\$3.24
Consumption Charge - K Gal	1,001	3,000	\$2.07	\$2.30	\$2.53	\$2.78	\$3.03	\$3.24
Consumption Charge - K Gal	3,001	4,999	\$2.07	\$2.30	\$2.53	\$2.78	\$3.03	\$3.24
Additional Minimum Charge	5,000	5,001	\$4.82	\$3.86	\$2.31	\$0.93	\$0.19	\$0.00
Consumption Charge - K Gal	5,002	9,999	\$2.20	\$2.44	\$2.69	\$2.95	\$3.22	\$3.45
Additional Minimum Charge	10,000	10,001	\$4.82	\$3.86	\$2.31	\$0.93	\$0.19	\$0.00
Consumption Charge - K Gal	10,002	14,999	\$2.34	\$2.60	\$2.86	\$3.14	\$3.43	\$3.67
Additional Minimum Charge	15,000	15,001	\$4.81	\$3.85	\$2.31	\$0.92	\$0.18	\$0.00
Consumption Charge - K Gal	15,002	19,999	\$2.45	\$2.72	\$2.99	\$3.29	\$3.59	\$3.84
Additional Minimum Charge	20,000	20,001	\$4.82	\$3.86	\$2.31	\$0.93	\$0.19	\$0.00
Consumption Charge - K Gal	20,002	24,999	\$2.53	\$2.81	\$3.09	\$3.40	\$3.70	\$3.96
Additional Minimum Charge	25,000	25,001	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Consumption Charge - K Gal	25,002	29,999	\$2.64	\$2.93	\$3.22	\$3.55	\$3.86	\$4.14
Additional Minimum Charge	30,000	30,001	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Consumption Charge - K Gal	30,002	Greater	\$2.78	\$3.09	\$3.39	\$3.73	\$4.07	\$4.35

CITY OF MERCEDES, TEXAS

PROPOSED WATER RATES:

			Effective:					
			Current	7/1/22	10/1/23	10/1/24	10/1/25	10/1/26
Mult Fam / Small Bus OCL								
<u>Min. Charge - 0 Gallons</u>								
5/8" & 3/4" Meter Sched MFO + U			\$36.03	\$41.69	\$50.73	\$54.13	\$56.39	\$58.65
1" Meter			\$36.03	\$43.41	\$55.22	\$59.65	\$62.60	\$65.55
1 1/2" Meter			\$36.03	\$45.14	\$59.70	\$65.17	\$68.81	\$72.45
2" Meter			\$36.03	\$52.90	\$79.89	\$90.01	\$96.75	\$103.50
3" Meter			\$36.03	\$68.71	\$121.00	\$140.61	\$153.68	\$166.75
4" Meter			\$36.03	\$93.15	\$184.54	\$218.81	\$241.65	\$264.50
6" Meter			\$36.03	\$152.09	\$337.77	\$407.41	\$453.83	\$500.25
8" Meter			\$36.03	\$238.34	\$562.02	\$683.41	\$764.33	\$845.25
<u>Consumption Charge - K Gal</u>								
Consumption Charge - K Gal	1	1,000	\$2.38	\$2.64	\$2.91	\$3.20	\$3.49	\$3.73
Consumption Charge - K Gal	1,001	3,000	\$2.38	\$2.64	\$2.91	\$3.20	\$3.49	\$3.73
Consumption Charge - K Gal	3,001	4,999	\$2.38	\$2.64	\$2.91	\$3.20	\$3.49	\$3.73
Additional Minimum Charge	5,000	5,001	\$5.54	\$4.43	\$2.66	\$1.06	\$0.21	\$0.00
Consumption Charge - K Gal	5,002	9,999	\$2.53	\$2.81	\$3.09	\$3.40	\$3.70	\$3.96
Additional Minimum Charge	10,000	10,001	\$5.53	\$4.42	\$2.65	\$1.06	\$0.21	\$0.00
Consumption Charge - K Gal	10,002	14,999	\$2.69	\$2.99	\$3.29	\$3.61	\$3.94	\$4.22
Additional Minimum Charge	15,000	15,001	\$5.54	\$4.43	\$2.66	\$1.06	\$0.21	\$0.00
Consumption Charge - K Gal	15,002	19,999	\$2.82	\$3.13	\$3.44	\$3.78	\$4.12	\$4.41
Additional Minimum Charge	20,000	20,001	\$5.54	\$4.43	\$2.66	\$1.06	\$0.21	\$0.00
Consumption Charge - K Gal	20,002	24,999	\$2.91	\$3.23	\$3.55	\$3.91	\$4.26	\$4.56
Additional Minimum Charge	25,000	25,001	\$3.04	\$3.37	\$3.71	\$4.08	\$4.44	\$4.76
Consumption Charge - K Gal	25,002	29,999	\$3.04	\$3.37	\$3.71	\$4.08	\$4.44	\$4.76
Additional Minimum Charge	30,000	30,001	\$3.20	\$3.55	\$3.90	\$4.29	\$4.68	\$5.01
Consumption Charge - K Gal	30,002	Greater	\$3.20	\$3.55	\$3.90	\$4.29	\$4.68	\$5.01

CITY OF MERCEDES, TEXAS

PROPOSED WATER RATES:

			Effective:					
			Current	7/1/22	10/1/23	10/1/24	10/1/25	10/1/26
Commercial ICL								
<u>Min. Charge - 0 Gallons</u>								
5/8" & 3/4" Meter Sched 9			\$43.36	\$45.27	\$48.33	\$49.47	\$50.24	\$51.00
3/4" Meter			\$43.36	\$45.27	\$48.33	\$49.47	\$50.24	\$51.00
1" Meter			\$43.36	\$46.77	\$52.23	\$54.27	\$55.64	\$57.00
1 1/2" Meter			\$43.36	\$48.27	\$56.13	\$59.07	\$61.04	\$63.00
2" Meter			\$43.36	\$55.02	\$73.68	\$80.67	\$85.34	\$90.00
3" Meter			\$43.36	\$68.77	\$109.43	\$124.67	\$134.84	\$145.00
4" Meter			\$43.36	\$90.02	\$164.68	\$192.67	\$211.34	\$230.00
6" Meter			\$43.36	\$141.27	\$297.93	\$356.67	\$395.84	\$435.00
8" Meter			\$43.36	\$216.27	\$492.93	\$596.67	\$665.84	\$735.00
<u>Consumption Charge - K Gal</u>								
Consumption Charge - K Gal	1	1,000	\$2.07	\$2.30	\$2.53	\$2.78	\$3.03	\$3.24
Consumption Charge - K Gal	1,001	3,000	\$2.07	\$2.30	\$2.53	\$2.78	\$3.03	\$3.24
Consumption Charge - K Gal	3,001	4,999	\$2.07	\$2.30	\$2.53	\$2.78	\$3.03	\$3.24
Additional Minimum Charge	5,000	5,001	\$12.07	\$9.66	\$5.79	\$2.32	\$0.46	\$0.00
Consumption Charge - K Gal	5,002	9,999	\$2.20	\$2.44	\$2.69	\$2.95	\$3.22	\$3.45
Additional Minimum Charge	10,000	10,001	\$9.63	\$7.70	\$4.62	\$1.85	\$0.37	\$0.00
Consumption Charge - K Gal	10,002	14,999	\$2.34	\$2.60	\$2.86	\$3.14	\$3.43	\$3.67
Additional Minimum Charge	15,000	15,001	\$9.63	\$7.70	\$4.62	\$1.85	\$0.37	\$0.00
Consumption Charge - K Gal	15,002	19,999	\$2.45	\$2.72	\$2.99	\$3.29	\$3.59	\$3.84
Additional Minimum Charge	20,000	20,001	\$9.61	\$7.69	\$4.61	\$1.85	\$0.37	\$0.00
Consumption Charge - K Gal	20,002	24,999	\$2.53	\$2.81	\$3.09	\$3.40	\$3.70	\$3.96
Additional Minimum Charge	25,000	25,001	\$9.63	\$7.70	\$4.62	\$1.85	\$0.37	\$0.00
Consumption Charge - K Gal	25,002	29,999	\$2.64	\$2.93	\$3.22	\$3.55	\$3.86	\$4.14
Additional Minimum Charge	30,000	30,001	\$9.62	\$7.70	\$4.62	\$1.85	\$0.37	\$0.00
Consumption Charge - K Gal	30,002	Greater	\$2.78	\$3.09	\$3.39	\$3.73	\$4.07	\$4.35

CITY OF MERCEDES, TEXAS

PROPOSED WATER RATES:

			Effective:					
			Current	7/1/22	10/1/23	10/1/24	10/1/25	10/1/26
Commercial OCL								
Min. Charge - 0 Gallons								
5/8" Meter Sched 6			\$49.87	\$52.07	\$55.58	\$56.89	\$57.77	\$58.65
1" Meter			\$49.87	\$53.79	\$60.06	\$62.41	\$63.98	\$65.55
1 1/2" Meter			\$49.87	\$55.52	\$64.55	\$67.93	\$70.19	\$72.45
2" Meter			\$49.87	\$63.28	\$84.73	\$92.77	\$98.14	\$103.50
3" Meter			\$49.87	\$79.09	\$125.84	\$143.37	\$155.06	\$166.75
4" Meter			\$49.87	\$103.53	\$189.38	\$221.57	\$243.04	\$264.50
6" Meter			\$49.87	\$162.47	\$342.62	\$410.17	\$455.21	\$500.25
8" Meter			\$49.87	\$248.72	\$566.87	\$686.17	\$765.71	\$845.25
Consumption Charge - K Gal								
Consumption Charge - K Gal	1	1,000	\$2.38	\$2.64	\$2.91	\$3.20	\$3.49	\$3.73
Consumption Charge - K Gal	1,001	3,000	\$2.38	\$2.64	\$2.91	\$3.20	\$3.49	\$3.73
Consumption Charge - K Gal	3,001	4,999	\$2.38	\$2.64	\$2.91	\$3.20	\$3.49	\$3.73
Additional Minimum Charge	5,000	5,001	\$13.87	\$11.10	\$6.66	\$2.66	\$0.53	\$0.00
Consumption Charge - K Gal	5,002	9,999	\$2.53	\$2.81	\$3.09	\$3.40	\$3.70	\$3.96
Additional Minimum Charge	10,000	10,001	\$11.08	\$8.86	\$5.32	\$2.13	\$0.43	\$0.00
Consumption Charge - K Gal	10,002	14,999	\$2.69	\$2.99	\$3.29	\$3.61	\$3.94	\$4.22
Additional Minimum Charge	15,000	15,001	\$11.07	\$8.86	\$5.31	\$2.13	\$0.43	\$0.00
Consumption Charge - K Gal	15,002	19,999	\$2.82	\$3.13	\$3.44	\$3.78	\$4.12	\$4.41
Additional Minimum Charge	20,000	20,001	\$11.06	\$8.85	\$5.31	\$2.12	\$0.42	\$0.00
Consumption Charge - K Gal	20,002	24,999	\$2.91	\$3.23	\$3.55	\$3.91	\$4.26	\$4.56
Additional Minimum Charge	25,000	25,001	\$11.08	\$8.86	\$5.32	\$2.13	\$0.43	\$0.00
Consumption Charge - K Gal	25,002	29,999	\$3.04	\$3.37	\$3.71	\$4.08	\$4.44	\$4.76
Additional Minimum Charge	30,000	30,001	\$11.06	\$8.85	\$5.31	\$2.12	\$0.42	\$0.00
Consumption Charge - K Gal	30,002	Greater	\$3.20	\$3.55	\$3.90	\$4.29	\$4.68	\$5.01

CITY OF MERCEDES, TEXAS

PROPOSED WATER RATES:

			Effective:					
			Current	7/1/22	10/1/23	10/1/24	10/1/25	10/1/26
Senior ICL								
Min. Charge - 0 Gallons								
5/8" & 3/4" Meter Sched 15			\$15.95	\$16.54	\$17.13	\$17.72	\$18.31	\$18.90
1" Meter			\$15.95	\$17.79	\$19.64	\$21.48	\$23.33	\$25.17
Consumption Charge - K Gal								
Consumption Charge - K Gal	1	1,000	\$2.07	\$2.15	\$2.20	\$2.24	\$2.28	\$2.33
Consumption Charge - K Gal	1,001	3,000	\$2.07	\$2.15	\$2.20	\$2.24	\$2.28	\$2.33
Consumption Charge - K Gal	3,001	4,999	\$2.07	\$2.15	\$2.20	\$2.24	\$2.28	\$2.33
Additional Minimum Charge	5,000	5,001	\$5.41	\$4.33	\$2.60	\$1.04	\$0.21	\$0.00
Consumption Charge - K Gal	5,002	9,999	\$2.20	\$2.29	\$2.33	\$2.38	\$2.43	\$2.48
Additional Minimum Charge	10,000	10,001	\$2.50	\$2.00	\$1.20	\$0.48	\$0.10	\$0.00
Consumption Charge - K Gal	10,002	14,999	\$2.34	\$2.43	\$2.48	\$2.53	\$2.58	\$2.63
Additional Minimum Charge	15,000	15,001	\$3.26	\$2.61	\$1.56	\$0.63	\$0.13	\$0.00
Consumption Charge - K Gal	15,002	19,999	\$2.45	\$2.55	\$2.60	\$2.65	\$2.70	\$2.76
Additional Minimum Charge	20,000	20,001	\$3.90	\$3.12	\$1.87	\$0.75	\$0.15	\$0.00
Consumption Charge - K Gal	20,002	24,999	\$2.53	\$2.63	\$2.68	\$2.74	\$2.79	\$2.85
Additional Minimum Charge	25,000	25,001	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Consumption Charge - K Gal	25,002	29,999	\$2.64	\$2.75	\$2.80	\$2.86	\$2.91	\$2.97
Additional Minimum Charge	30,000	30,001	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Consumption Charge - K Gal	30,002	Greater	\$2.78	\$2.89	\$2.95	\$3.01	\$3.07	\$3.13

CITY OF MERCEDES, TEXAS
PROPOSED WATER RATES:

			Effective:					
			Current	7/1/22	10/1/23	10/1/24	10/1/25	10/1/26
Senior OCL								
Min. Charge - 0 Gallons								
5/8" & 3/4" Meter Sched OCS			\$19.48	\$19.93	\$20.38	\$20.83	\$21.28	\$21.73
1" Meter			\$19.48	\$21.37	\$23.27	\$25.16	\$27.06	\$28.95
Consumption Charge - K Gal								
Consumption Charge - K Gal	1	1,000	\$2.38	\$2.48	\$2.53	\$2.58	\$2.63	\$2.68
Consumption Charge - K Gal	1,001	3,000	\$2.38	\$2.48	\$2.53	\$2.58	\$2.63	\$2.68
Consumption Charge - K Gal	3,001	4,999	\$2.38	\$2.48	\$2.53	\$2.58	\$2.63	\$2.68
Additional Minimum Charge	5,000	5,001	\$6.22	\$4.98	\$2.99	\$1.19	\$0.24	\$0.00
Consumption Charge - K Gal	5,002	9,999	\$2.53	\$2.63	\$2.68	\$2.74	\$2.79	\$2.85
Additional Minimum Charge	10,000	10,001	\$2.87	\$2.30	\$1.38	\$0.55	\$0.11	\$0.00
Consumption Charge - K Gal	10,002	14,999	\$2.69	\$2.80	\$2.85	\$2.91	\$2.97	\$3.03
Additional Minimum Charge	15,000	15,001	\$3.72	\$2.98	\$1.79	\$0.71	\$0.14	\$0.00
Consumption Charge - K Gal	15,002	19,999	\$2.82	\$2.93	\$2.99	\$3.05	\$3.11	\$3.17
Additional Minimum Charge	20,000	20,001	\$4.51	\$3.61	\$2.16	\$0.87	\$0.17	\$0.00
Consumption Charge - K Gal	20,002	24,999	\$2.91	\$3.03	\$3.09	\$3.15	\$3.21	\$3.28
Consumption Charge - K Gal	25,002	29,999	\$3.04	\$3.16	\$3.22	\$3.29	\$3.35	\$3.42
Consumption Charge - K Gal	30,002	Greater	\$3.20	\$3.32	\$3.39	\$3.46	\$3.53	\$3.60

***Meters larger than 1 inch shall be assessed the corresponding regular non-senior rate.**

WASTEWATER

Minimum Monthly Wastewater Charges and Volumetric Rates based on Monthly Metered Water Consumption

CITY OF MERCEDES, TEXAS						
PROPOSED WASTEWATER RATE STRUCTURE						
	Current	Effective: 7/1/22	Effective: 10/1/23	10/1/24	10/1/25	10/1/26
Residential ICL						
<u>Min. Charge - 0 Gallons</u>						
All Meter Sizes	\$29.46	\$30.57	\$31.68	\$32.78	\$33.89	\$35.00
<u>Consumption Charge - K Gal</u>						
1 Greater	\$1.23	\$1.28	\$1.30	\$1.33	\$1.36	\$1.38

CITY OF MERCEDES, TEXAS						
PROPOSED WASTEWATER RATE STRUCTURE						
	Current	Effective: 7/1/22	Effective: 10/1/23	10/1/24	10/1/25	10/1/26
Residential OCL						
<u>Min. Charge - 0 Gallons</u>						
All Meter Sizes	\$33.88	\$35.15	\$36.43	\$37.70	\$38.98	\$40.25
<u>Consumption Charge - K Gal</u>						
1 Greater	\$1.41	\$1.47	\$1.50	\$1.53	\$1.56	\$1.59

CITY OF MERCEDES, TEXAS						
PROPOSED WASTEWATER RATE STRUCTURE						
		Effective:	Effective:			
	Current	7/1/22	10/1/23	10/1/24	10/1/25	10/1/26
Mult Fam / Small Bus ICL						
<u>Min. Charge - 0 Gallons</u>						
All Meter Sizes	\$45.31	\$50.25	\$55.19	\$60.12	\$65.06	\$70.00
<u>Consumption Charge - K Gal</u>						
1 Greater	\$1.23	\$1.37	\$1.50	\$1.65	\$1.80	\$1.93

CITY OF MERCEDES, TEXAS						
PROPOSED WASTEWATER RATE STRUCTURE						
		Effective:	Effective:			
	Current	7/1/22	10/1/23	10/1/24	10/1/25	10/1/26
Mult Fam / Small Bus OCL						
<u>Min. Charge - 0 Gallons</u>						
All Meter Sizes	\$52.12	\$57.80	\$63.47	\$69.15	\$74.82	\$80.50
<u>Consumption Charge - K Gal</u>						
1 Greater	\$1.41	\$1.57	\$1.73	\$1.90	\$2.07	\$2.22

CITY OF MERCEDES, TEXAS						
PROPOSED WASTEWATER RATE STRUCTURE						
		Effective:	Effective:			
	Current	7/1/22	10/1/23	10/1/24	10/1/25	10/1/26
Commercial ICL						
<u>Min. Charge - 0 Gallons</u>						
All Meter Sizes	\$67.99	\$68.39	\$68.79	\$69.20	\$69.60	\$70.00
<u>Consumption Charge - K Gal</u>						
1 Greater	\$1.56	\$1.63	\$1.70	\$1.78	\$1.85	\$1.93

CITY OF MERCEDES, TEXAS						
PROPOSED WASTEWATER RATE STRUCTURE						
		Effective:	Effective:			
	Current	7/1/22	10/1/23	10/1/24	10/1/25	10/1/26
Commercial OCL						
<u>Min. Charge - 0 Gallons</u>						
All Meter Sizes	\$78.19	\$78.65	\$79.11	\$79.58	\$80.04	\$80.50
<u>Consumption Charge - K Gal</u>						
1 Greater	\$1.79	\$1.87	\$1.95	\$2.04	\$2.13	\$2.22

CITY OF MERCEDES, TEXAS						
PROPOSED WASTEWATER RATE STRUCTURE						
		Effective:	Effective:			
	Current	7/1/22	10/1/23	10/1/24	10/1/25	10/1/26
Senior ICL						
<u>Min. Charge - 0 Gallons</u>						
All Meter Sizes	\$22.38	\$23.22	\$24.06	\$24.91	\$25.75	\$26.59
<u>Consumption Charge - K Gal</u>						
1 Greater	\$1.23	\$1.28	\$1.30	\$1.33	\$1.36	\$1.38

CITY OF MERCEDES, TEXAS						
PROPOSED WASTEWATER RATE STRUCTURE						
		Effective:	Effective:			
	Current	7/1/22	10/1/23	10/1/24	10/1/25	10/1/26
Senior OCL						
<u>Min. Charge - 0 Gallons</u>						
All Meter Sizes	\$26.79	\$27.55	\$28.30	\$29.06	\$29.82	\$30.58
<u>Consumption Charge - K Gal</u>						
1 Greater	\$1.41	\$1.47	\$1.50	\$1.53	\$1.56	\$1.59

Resolution #2023-02

**Resolution supporting legislation relating to the provision of
solid waste disposal services by Hidalgo County**

WHEREAS, access to safe and reliable sanitation services is critical to public health and safety;
and

WHEREAS, the provision of sanitation services in rural, unincorporated, and extraterritorial
jurisdictions of Hidalgo County municipalities is a serious and growing public safety concern;
and

WHEREAS, the current sanitation model available to Hidalgo County is ineffective in
efficiently and effectively providing sanitation services to individuals residing outside of
incorporated municipalities; and

WHEREAS, the current Hidalgo County sanitation model costs Hidalgo County taxpayers in
excess of \$8,000,000 annually; and

WHEREAS, the current Hidalgo County sanitation model costs are expected to grow as
development continues; and

WHEREAS, proposed legislation would allow Hidalgo County to:

1. Create a mandatory sanitation program in the unincorporated areas of the Country.
2. Create a mandatory sanitation program in the unnerved extraterritorial jurisdictions of
municipalities located within the Country.
3. Collect sanitation fees via utility billing
4. Collect sanitation fees via the annual statement of tax-assessor collector
5. Collect reasonable penalties that may not exceed 10% of the service fee

NOW THEREFORE, BE IT RESOLVED that the City of Mercedes supports legislation
relation to the provision of solid waste disposal services by Hidalgo County and urges the Texas
Legislature to pass this bill into law and for the Governor of Texas to sign it into law.

Approved this 7th day of February, 2023.

ATTEST:

Joselynn Castillo,
City Secretary

Oscar D. Montoya Sr.,
Mayor

Bids/Contracts**DATE:** February 7, 2023**FROM:** Javier Ramirez, Assistant City Manager**ITEM:** Resolution adopting the Work Plan for Urban County Program Year 36 (2023)

BACKGROUND INFORMATION: The City of Mercedes has gone through the required public participation on the needs assessment cycle for CDBG funding FY 36 (2023). The City of Mercedes has received a submittal letter of request for UC funding from the following organizations: Amigos Del Valle, Inc. in the amount of \$15,000 for home delivered meals; The Children's Advocacy Center of Hidalgo County, Inc. in the amount of \$2,500 for assisting abused and victimized children; Nuestra Clinica Del Valle in the amount of \$15,000 for medical and dental services to adults and children. The proposed allocated amount for the Fiscal Year 36 (2023) is **\$257,515**. The listed table shows the current and proposed budget by staff.

Urban County General Administration	\$3,000.00
Street Improvements Project	\$182,015.00
Parks Recreation Facilities Improvements	\$40,000.00
Senior Services (Amigos Del Valle)	\$15,000.00
Abused & Neglected Children (Childrens Advocacy Center)	\$2,500.00
Health Services (Nuestra Clinica Del Valle)	\$15,000.00

BOARD REVIEW/CITIZEN FEEDBACK: Approved**ALTERNATIVES/OPTIONS:****FISCAL IMPACT:**

Proposed Expenditure/(Revenue):	Account Number(s):

Finance Review by:**LEGAL REVIEW:****ATTACHMENTS:****Staff Recommendation:** Approval of Work Plan and Budget for Urban County Program Year 36 (2023).

RESOLUTION NO. 2023-03

A RESOLUTION ADOPTING THE WORK PLAN AND BUDGET FOR YEAR THIRTY-SIX (36) FOR THE URBAN COUNTY PROGRAM.

WHEREAS, the City of **Mercedes** is participating in the Urban County Program; and

WHEREAS, the City of Mercedes conducted a Public Hearing on Tuesday, December 26, 2023, at 6:30 P.M. at the **Mercedes** City Hall to solicit public input on community needs in compliance with CDBG Requirements’

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MERCEDES, TEXAS THAT:

The Urban County Program Work Plan and Budget for Year nineteen (36) 2023 is hereby adopted as follows:

Year 36 (2023)

<u>PROGRAM ACITIVITY</u>	<u>BUDGET</u>
Street Improvements	\$182,015.00
General Administration	\$ 3,000.00
Park Recreation Facilities Improvements	\$ 40,000.00
Senior Services (Amigos del Valle)	\$ 15,000.00
Abused & Neglected Children (Children’s Advocacy Center)	\$ 2,500.00
Health Services (Nuestra Clinica del Valle)	\$ 15,000.00

Total: **\$257,515.00**

PASSED, APPROVED AND ADOPTED ON THIS THE 7TH DAY OF FEBRUARY, 2023.

(SEAL)

**Oscar D. Montoya Sr.,
Mayor**

Joselynn Castillo, City Secretary

CONSENT ITEM:

DATE: 02/07/2023
FROM: Chief Pedro Estrada
ITEM: Mercedes Police Dept. Reserves

BACKGROUND INFORMATION: The Mercedes Police Dept has never had an Auxiliary Police Force to assist the regular patrol division. These Officers will assist are current officers in events as well as on the road to better serve the citizens of Mercedes with a quicker response time. These Officers will be licensed by the Mercedes Police Dept, and will be held to the same standards as full-time officers.

BOARD REVIEW/CITIZEN FEEDBACK:**ALTERNATIVES/OPTIONS:****FISCAL IMPACT:**

Proposed Expenditure/(Revenue):	Account Number(s):
\$	

Finance Review by:

LEGAL REVIEW: Martie Vela

ATTACHMENTS:

1. Policy
2. Resolution
- 3.
- 4.

DRAFT MOTION:

RESOLUTION NO. 2023-04

WHEREAS, The City of Mercedes Police Department has an excellent Police Department; and,

WHEREAS, The City of Mercedes Police Department could utilize the services of Auxiliary Officers who are capable and willing to assist with the delivery of police services; and,

NOW, THEREFORE, BE IT RESOLVED that the City of Mercedes approves the following guidelines are adopted for the purpose of establishing an Auxiliary Police force to supplement the existing Police Department.

Passed and approved on this the 7th Day of February, 2023.

Oscar Montoya, Mayor

ATTEST:

Joselynn Castillo, City Secretary

Reserve Officers

Section 15.01. PURPOSE AND SCOPE

This policy establishes the guidelines for Mercedes Police Department reserve officers to supplement and assist regular full-time police officers in their duties. These officers provide volunteer professional and special functions that augment regular staffing levels.

A. DEFINITIONS

Definitions related to this policy include:

(1). Reserve officer - A person who has been appointed by the Chief of Police to serve as a reserve officer.

B. POLICY

The Mercedes Police Department shall ensure that reserve officers are properly appointed, trained and supervised and that they maintain the appropriate certifications and readiness to carry out their assigned duties.

C. RECRUITMENT AND SELECTION

The Mercedes Police Department shall endeavor to recruit and appoint only those applicants who meet the high ethical, moral, and professional standards set forth by this department. The Mercedes Police Department will only have a maximum of **10** (ten) reserve officers on the roster.

1. All applicants shall be required to meet and pass the same pre-employment procedures as regular police officers before appointment.

D. APPOINTMENT

(1). Applicants who are selected for appointment as reserve officers shall, on the recommendation of the Chief of Police, be sworn in and take the Oath of Office in accordance with the Oath of Office Policy and as required for the position.

(2). Reserve officers are considered at-will employees and may be dismissed at the discretion of the Chief of Police, with or without cause. Reserve officers shall have no property interest in continued appointment. However, if a reserve officer is removed for alleged misconduct, the reserve officer will be afforded an opportunity solely to clear his/her name through a liberty interest hearing, which shall be limited to a single appearance before the Chief of Police or the authorized designee.

E. IDENTIFICATION AND UNIFORMS

(1). Reserve officers will be issued Mercedes Police Department uniforms, badges and identification cards. The uniforms and badges shall be the same as those worn by regular full-time police officers. The identification cards will be the standard Mercedes Police Department identification cards, with the exception that "Reserve" will be indicated on the cards.

Mercedes Police Department

(2) Reserve Officers

A. All reserve officers are required to attend scheduled meetings. Any absences must be satisfactorily explained to the reserve coordinator.

F. FIREARMS

(1). Reserve officers shall successfully complete department-authorized training in the use of firearms. Their appointments must be approved by the City prior to being issued firearms by this department or otherwise acting as reserve officers on behalf of the Mercedes Police Department.

(2). Reserve officers will be issued duty firearms. No reserve officer is permitted to carry a firearm other than the firearm that is provided by the Mercedes Police Dept while on duty.

(3). Reserve officers are required to maintain proficiency with firearms used during their assignments. Reserve officers shall comply with all training and qualification requirements set forth by the Mercedes Police Dept.

G. FIREARMS OFF DUTY

(1). A reserve officer shall not carry a firearm while in an off-duty capacity, other than to and from work, unless he/she possesses a valid license to carry issued by the Texas Department of Public Safety.

(2). An instance may arise where a reserve officer is assigned to a plainclothes detail for his/her assigned tour of duty. Under these circumstances, the reserve officer may be permitted to carry a weapon more suited to the assignment, but only with the knowledge and approval of the supervisor in charge of the detail.

(3). No reserve officer is permitted to carry a firearm other than the assigned duty weapon.

(4). Before being allowed to carry any optional firearm during an assigned tour of duty, the reserve officer shall demonstrate his/her proficiency with the weapon.

H. RESERVE COORDINATOR

(1). The Chief of Police shall delegate certain responsibilities to a reserve coordinator. The reserve coordinator shall be appointed by and directly responsible to the Patrol Division Commander or the authorized designee.

(2). The reserve coordinator may appoint a senior reserve officer or other designee to assist in the coordination of reserve officers and their activities.

The responsibilities of the coordinator or the authorized designee include, but are not limited to:

- (1) Assigning reserve officers.
- (2) Conducting reserve officer meetings.
- (c) Establishing and maintaining a reserve officer callout roster.
- (3) Maintaining and ensuring performance evaluations are completed.

Mercedes Police Department

I. AUTHORITY

Reserve officers shall perform peace officer duties within the scope of their approved training.
Reserve officers:

- (1) Perform law enforcement functions and have the authority to arrest on behalf of this department.
- (2) Shall not exercise law enforcement officer duties when off-duty.
- (3) Reserve officers who hold permanent peace officer licenses issued under Chapter 1701, Texas Occupations Code are considered peace officers pursuant to Tex. Code of Crim. Pro. art. 2.12.

J. COMPENSATION

Compensation for reserve officers is provided as follows:

- (1) Reserve officers shall work as directed by the Chief of Police or the authorized designee.
- (2) Reserve officers may receive one (1) new uniform annually. All property issued to reserve officers shall be returned to this department upon termination or resignation.
- (3) Department equipment issued to a reserve officer that has been damaged while in the line of duty shall be replaced at no cost to the reserve officer.
- (4) The Department may provide hospital and medical assistance to a member of the reserve force who sustains injury in the course of performing official duties. Additionally, a reserve officer is eligible for death benefits as provided by Chapter 615, Texas Government Code (Tex. Local Gov't Code § 142.003).

K. PERSONNEL WORKING AS RESERVE OFFICERS

1. Qualified regular department personnel, when authorized, may also serve as reserve officers. However, this department shall not utilize the services of reserve officers in such a way that it would violate employment laws or labor agreements (e.g., a detention officer working as a reserve officer for reduced or no pay). Therefore, the reserve coordinator should consult with the Human Resources prior to allowing regular department personnel to serve in a reserve officer capacity (29 CFR 553.30).

L. COMPLIANCE

Reserve officers shall be required to adhere to all department policies and procedures. A copy of the policies and procedures will be made available to each reserve officer upon appointment. The reserve officer shall become thoroughly familiar with these policies.

- (1) Whenever a rule, regulation or guideline in this Policy Manual refers to a regular full-time police officer, it shall also apply to a reserve officer, unless by its nature it is inapplicable.
- (2) Reserve officers are required by this department to meet department-approved training requirements.

Mercedes Police Department

- (3) Monitoring the field training progress of reserve officers.
- (4) Monitoring individual reserve officer performance.
- (5) Monitoring overall reserve officer activities.
- (6) Maintaining a liaison with other agency reserve coordinators.

M. FIELD TRAINING

- (1) All reserve officers shall complete the same department-specified field training as regular full-time police officers as described in the Field Training Policy.

N. SUPERVISION

- (1) Reserve officers may perform the same duties as regular full-time officers of this department provided, they are under the direct or indirect supervision of a supervisor or officer in charge. Reserve officers shall never supervise a regular full-time officer.

O. EVALUATIONS

- (1) While in training, reserve officers should be continuously evaluated using standardized daily and weekly observation reports. The reserve officer will be considered a trainee until he/she has satisfactorily completed training. Reserve officers who have completed their field training should be evaluated annually using performance dimensions applicable to the duties and authorities granted to that reserve officer.

P. INVESTIGATIONS AND COMPLAINTS

- (1) If a reserve officer has a personnel complaint made against him/her or becomes involved in an internal investigation, the matter shall be investigated in compliance with the Personnel Complaints Policy.

Q. TRAINING

- (1) The Patrol Lieutenant will ensure that reserve officers are provided with a continuing education program at least once every 48-month training cycle as required by Texas Commission on Law Enforcement (TCOLE) (37 Tex. Admin. Code § 218.3).

AGENDA ITEM NO. 9E**CONSENT ITEM:**

DATE: February 7, 2023**FROM:** Chief Pedro Estrada**ITEM:** **Approval of Resolution 2023-05 to adopt the Mercedes Police Departments Explorer Program and Policy**

BACKGROUND INFORMATION:

The Mercedes Police Explorers is a program established for young adults between the ages of 14 and 20 that might have an interest in becoming police officers. This program will allow the youth to assist the Police department during events, learn the process of new hires, selections, and have one on one training in Patrol, Investigations, and Administration. The program was created by the Boys Scouts of America and includes a learning plan. All requirements must be met to participate in this program as indicated in the policy.

BOARD REVIEW/CITIZEN FEEDBACK:**ALTERNATIVES/OPTIONS:****FISCAL IMPACT:**

Proposed Expenditure/(Revenue):	Account Number(s):
\$	

Finance Review by:**LEGAL REVIEW:** Martie Vela**ATTACHMENTS:**

1. Resolution
2. Mercedes Police Explorer Policy
- 3.

DRAFT MOTION:

RESOLUTION NO. 2023-05

WHEREAS, The City of Mercedes will be hosting the Police Explorers Program to provide an opportunity for youth, ages 14-20, interested in becoming law enforcement officers to have hands-on experience and training with the Mercedes Police officers and engage in community service events in the City of Mercedes; and,

WHEREAS, The City of Mercedes desires to formally recognize and establish the Police Explorer Program to be offered by the Mercedes Police Department; and,

WHEREAS, The City of Mercedes finds that the services being offered through the Police Explorers Program and through this resolution serve a paramount public purpose and are in the best interest of public health, safety, welfare, convenience, and morals of the citizens of Mercedes; and,

WHEREAS, The City of Mercedes Commission finds that this Resolution is in the best interests of the public health, safety, and welfare of the citizens of Mercedes.

NOW, THEREFORE, BE IT RESOLVED that the City of Mercedes approves the establishment of the City of Mercedes Police Explorer program, which will provide opportunities for youth ages 14 through 21. Interested in law enforcement to have hands-on experience with the Mercedes Police Officers

Passed and approved on this the 7th Day of February, 2023.

Oscar Montoya, Mayor

ATTEST:

Joselynn Castillo, City Secretary

Grant Number:

Mercedes Police Department

Police Explorers

Section 6.20. PURPOSE AND SCOPE

This Mercedes Police Department Explorer Program is a Police Department function that is intended to educate youth and young adults between the ages of 14-20 who have a genuine interest in public service as a peace officer. The program will consist of a comprehensive program of education, training, and practical experiences including character development, physical fitness, good citizenship, and patriotism. Through their involvement in the program, Explorers will develop an awareness of the purpose, mission, and objectives of the Mercedes Police Department. The Chief of Police, Executive leadership team, Program Board, Mercedes Police Law Enforcement Officers, Election Review Board and adult volunteers will guide these young men and women with leadership skills to further the mission of the program; to mold them into contributing citizens of the community and to instill them with peace officer skills for their future careers.

A. PROGRAM OBJECTIVES

- To provide a program of training that educates youth and young adults on the purpose, mission, and objectives of the Mercedes Police Department and Texas Peace Officers.
- To provide an opportunity for service, practical experiences, competition, and recreation.
- To help prepare the Explorer to become better citizens and community members through character development, physical fitness, good citizenship, patriotism, academia, and practical experiences.

B. PROGRAM REQUIREMENTS

The Mercedes Police Department Explorer Program is open to youth and young adults between the ages of 14-20.

All Explorers under the age of 18 must provide executed parental consent allowing them to participate in the program, along with a signed release(s) of liability. The following requirements must also be met:

- i. Must not have prior convictions (felony or misdemeanor) for a criminal offense or a serious traffic offense.
- ii. Must maintain a minimum of a 2.0 cumulative grade point average (GPA) in high school or college to remain in the program.
- iii. All applicants must be of sound moral character
- iv. All applicants must pass background and oral board

C. PROGRAM DIRECTORS

The Mercedes Police Department Explorer Program will consist of a program directors and assistant program directors assigned by the Chief of Police. The Program Director will report directly to the Chief of Police or his designee regarding all activities and functions regarding the Explorer program. It will be incumbent upon the program director to follow the following protocols:

- Establish a rules and regulations manual (in accordance with this policy) that shall be approved by the Chief of Police and signed by all new Explorers prior to acceptance into the program including:
 - i. Provide the Chief of Police or his designee with a monthly calendar regarding Explorer Functions
 - ii. Upon receiving a request for appearances from any entity notify the Chief of Police or his designee of said request for pre-approval
 - iii. Ensure attendance at any functions assigned by the Chief of Police or his designee
 - iv. Ensure that a Police Department representative is present at all Explorer-related functions

- v. Register the organization as a non-profit and obtain an EIN Number
- vi. Open a bank account under the non-profit under the Mercedes Police Department
- vii. Meet once a month with the Chief of Police or his designee regarding the program at which time they will provide:
 - a. Information on any special projects.
 - b. Monthly Financial reports.
 - c. Accomplishments
 - d. Goals
 - e. Collaborate with the Mercedes Police Department on events (including holiday events) at the direction of the Chief of Police or his designee.
 - f. Ensure that a yearly banquet is conducted for the Explorers to include an awards program. Such banquet shall be planned in collaboration between the post advisors and volunteer advisors.

Sec 6.21 PROGRAM BORAD

1. Chief of Police

The Chief of Police is responsible for the explorer posts and all its members.

2. Program Director

The Program director is appointed by the Chief of Police as the designee to run day-to-day operations at the Explorer post as well as make sure that the Chief of Police is aware of all personnel matters and upcoming events. The program director must be a full-time peace officer with the Mercedes Police Department.

3. Assistant Program Director

The Assistant Program director is appointed by the Chief of Police as the designee to assist the program director to run day-to-day operations at the Explorer post as well as notifying the Chief of Police and Program Director of all personnel matters and upcoming events. The assistant program director must be a full-time peace officer with the Mercedes Police Department.

4. Volunteer Advisor(s)

The Volunteer Advisor(s) consist of three (3) or more adult men and women who serve as volunteer advisors. They shall be in communication with the parents of the participating explorers and the program director. The Post volunteer advisors shall help the explorers with funding raising and other duties at designated events.

5. Volunteer Treasure

The Volunteer Treasurer is appointed by the Chief of Police as the designee to handle all explorer money and assist with the management of the bookkeeping of the program. The volunteer treasure must be a full-time peace officer with the Mercedes Police Department.

Sec. 6.22 EXPLORER REQUIREMENTS AND RESPONSIBILITIES

The Duties of an explorer include but are not limited to the following:

- a. Perform all assignments and duties professionally
- b. Respond punctually to and be prepared for all assignments
- c. Act in a professional manner, maintaining high ethical and moral standards
- d. Maintain a harmonious relationship with fellow explorers, members of this Department, and the members of the community

Sec 6.23 PROBATION

All Explorers will be on a six (6) month probation period and failure to pass the probation period will result in the removal from the program.

Sec 6.24 ATTENDANCE

All Explorers must attend meetings, training, and events that have been scheduled. If an explorer cannot attend the event or the training that has been scheduled, he or she must notify their supervisor using the chain of command and give the reason that he or she cannot attend in writing.

Sec 6.25 CHAIN COMMAND

ALL Explorers will follow the chain of command. The Chain of command is as follows:

1. Chief of Police
2. Program Advisor
3. Assistant Program Advisor
4. Captain
5. Lieutenant
6. Sergeant- Treasurer
7. Sergeant- Secretary
8. Sergeant -Squad

Sec 6.26 RANKING EXPLORER QUALIFICATION

To qualify for elected office, Explorers cannot be on suspension or on probation and must be a member of the explorer post, in good standing, for at least one year.

Sec 6.27 RANKING EXPLORER RESPONSIBILITIES

A. EXPLORER CAPTAIN: (Elected)

1. Youth Leader of the explorer post
2. Presides at the post explorer officer's meetings
3. Coordinates the administration and operations of the post with chain of command
4. Implements the training program through the officers and members
5. Sets the example for other explorer members
6. Distributes assignments; assists with fundraising coordination
7. Provides updates to Chief of Police and Program Advisor
8. Maintains finance updates to Police Chief and Program Advisor
9. Provides leadership for explorer members

B. EXPLORER LIEUTENANT (Elected)

1. Ensures orders and directives are transmitted and understood from Captain to Explorers

2. Guides and assists explorer squads
3. Fills in when the explorer Captain is not present and distributes assignments

C. EXPLORER SEARGENT-TREASURER (Elected)

1. Maintains the explorer post financial records
2. Collects and disburses post funds
3. Maintains the post-budget
4. Keeps the Police Chief, Program Advisor, and Explorer Captain informed of post finances
5. Jointly Maintains the post bank account with the volunteer treasure

D. EXPLORER SEARGENT- SECRETARY (Elected)

1. Maintains explorer post records
2. Directs explorer post publicity and communications
3. Maintains explorer post correspondence and minutes
4. Writes letters on behalf of the explorer post that must be approved by Police Chief, Program Advisor and Explorer Captain.

E. EXPLORER SERGEANT - SQUAD (Appointed)

1. Prepares training and organizes training the squad as a unit
2. Accountable for squad equipment & inventory
3. Maintains squad discipline & schedule of physical fitness
4. In the absence, assumes the duties of the Explorer Lieutenant
5. Ensures orders and directives are understood by explorers

Sec 6.28 VOTER ELIGIBILITY

To be eligible to vote for Explorer Post Officers, Explorers must be in good standing. Suspended members of the post are not eligible to vote.

Sec 6.29 ELECTION REVIEW BOARD

- A. The function of the Election Review Board is to ensure that candidates seeking election to officer positions within the post must meet the qualifications outlined in this policy. Explorers will cast their ballot and will be allowed to vote one time in each election.
- B. The Members of the election board are as followed.
 - The Chief of Police
 - Post Advisor
 - Assistant Post Advisor
 - Other designees approved by the Chief of Police

Sec 6.30 DISCIPLINARY ACTION

If a complaint is found to be sustained, disciplinary action will be taken. Depending on the severity of the violation involved and the Explorers past record, such action could include but will not be limited to:

- A. Verbal reprimand
- B. Written reprimand
- C. Suspension

- D. Loss of privileges
- E. Lowering of rank/loss of elected position
- F. Termination from the Explorer Post

Sec 6.31 EQUIPMENT

All Equipment that is Explorer Post property and that is issued by the Mercedes Police Department will be kept in good condition and in working order. Any equipment that is damaged or needs to be replaced will be advised to a supervisor using the chain of command.

Sec 6.33 UNIFORMS AND GROOMING

All Explorers shall maintain a neat, clean appearance. Explorers shall keep their uniforms clean, pressed and shoes shined and in good condition. Explorers shall keep their hair clean and cut in a neat manner. Poor grooming or improper wearing of the uniform or its accessories will be considered grounds for disciplinary action.

- A. All uniforms and equipment shall be maintained in a clean, serviceable condition and shall be ready for immediate use.
- B. Grooming Male/Female Explorers

Unless authorized by a supervisor in writing explorers on duty shall maintain a neat, well-groomed appearance and shall style their hair according to the following guidelines:

1. Hair must be clean neat and combed; hair shall not be worn longer than the top of the shirt collar at the back of the neck when standing for males. Hair must be clean, neat, and combed (tucked away in a ponytail or bun). The bulk or length of the hair shall not interfere with the normal wearing of all standard headgear.
2. Hair shall not extend over the ears for males.
3. Sideburns shall be neatly trimmed and not extend below the lobe of the ears.
4. Explorers shall be clean and shaved. Mustaches may be worn as long as they do not extend below the upper lip line.

Sec 6.32 RIDE-ALONG PROGRAM

- A. Explorers will be allowed to ride along with a Mercedes Police Officer upon execution of a waiver of liability signed by the explorer; if the explorer is a minor, the parent or guardian shall execute a waiver of liability signed on the minor's behalf. The ride along will be for the purpose of explaining patrol procedures and an introduction to the field
- B. Explorers are prohibited from doing the following:
 - i. Getting off at calls for service and or traffic stops
 - ii. Handling any equipment that is not authorized for them to use during the ride along

Sec 6.33 VERBAL ABUSE, HARRASSMENT

Explorers are prohibited from verbal abuse toward each other and it is prohibited to harass

any explorer regardless of rank, members of this department, or the members of the community they serve.

Sec 6.34 FRATERNIZATION

The Mercedes Police Department does not condone and will not permit fraternization between Explorers and their adult leaders or other affiliated adults. This applies to all members. Fraternization is not morally appropriate, nor is it in keeping with the relationship between youth members and adult leaders prescribed in the program of this department. Prohibited Fraternization between explorers and adult leaders/ other affiliated adults includes direct text messages, use of social media platforms such as snap chat, Tik Tok, Facebook, Instagram, or any other public or private medium. Communication in this manner is prohibited. All communication should be through chain of command and through official Mercedes Police Department approved medium only.

Sec 6.35 USE OF DRUGS AND MEDICATIONS

Explorers will not have in their possession of any controlled substance, narcotics, or hallucinogens except when legally prescribed by a physician or dentist. When an Explorer is taking prescribed medication and when such medication could affect performance, the explorer will notify the Post Advisor immediately with a note from the prescribing physician to be placed in the explorer file.

Sec 6.36 USE OF ALCOHOL

Explorers shall not violate state laws with the regard to the use, possession, or consumption of alcohol. The Department policy and the policy of the boy scouts of America prohibit the use of alcohol and drugs during any and all explorer functions.

Sec 6.37 GIFTS, GRATUITIES, PRIVILEGES

Explorers will not directly or indirectly solicit or accept any gratuities, loans, gifts, merchandise, meals, beverages, or any other thing of value in connection with or as a result of their official position. Explorers will not use their official position or identification card to obtain privileges not otherwise available to them.

RESOLUTION 2023-06

A Resolution of the City of Mercedes, Texas endorsing and supporting the Mid-Valley Marathon to encourage improved overall health for the community.

WHEREAS, the City of Mercedes, Texas was approached by organizers of the Mid-Valley Marathon for support of their efforts in bringing awareness to the Mid Valley of the importance of exercise and diabetes; and

WHEREAS, the Mid-Valley Marathon is proposed to begin in Donna, Texas with the runners going through the cities of Donna, Weslaco, Mercedes, La Feria, Palm Valley with the final destination in Harlingen, Texas.

WHEREAS, the City of Mercedes recognizes the importance of exercise and diabetes awareness; and

Regular physical activity is one of the most important things you can do for your health. Being physically active can improve your brain health, help manage weight, reduce the risk of disease, strengthen bones, and muscle, and improve your ability to do everyday activities.

WHEREAS, compared with people who do not have diabetes, people with diabetes are more likely to have a heart attack or a stroke, and they can also have heart attacks at a younger age. When this happens, heart attacks can be more severe and more deadly. By keeping your ABCs under control, you can lower your risk of these problems.

Adults who sit less and do any amount of moderate-to-vigorous physical activity gain some health benefits. Only a few lifestyle choices have as large an impact on your health as physical activity.

NOW, THEREFORE, to show strong commitment and support of the Mid-Valley Marathon, and the fight against diabetes, the City of Mercedes, hereby takes the initiative to assist in making this marathon a success,

AND FURTHER, ask the cities of Donna, Weslaco, La Feria, Palm Valley, Harlingen and Cameron County, to also show their support and commitment to the Mid-Valley Marathon by acknowledging approval by the elected officials of the respective cities on this day 7th, of February, 2023.

CITY OF MERCEDES

Oscar D. Montoya Sr., Mayor

ATTEST:

Joselynn Castillo, City Secretary

Management Items

DATE: February 7, 2023

FROM: Marisol Vidales, Library Director

ITEM: **Discussion and possible action to approve grant reimbursement for historically designated property 320 S Texas Ave.**

BACKGROUND INFORMATION:

The Mercedes Historic Preservation Commission was established on May 18, 2010. The Historic Preservation Grant Fund was established on November 5, 2013. The reimbursement amounts are \$5,000 for leveling and façade and \$10,000 for roofs. The property owners must pay for all the work initially and, based on the final expended amount, the funds may be reimbursed up to 50% of said expended amount.

Mr. Geraldo D. Martinez applied for a leveling grant on October 25, 2022. The building was severely unlevelled and the structure itself needed to be stabilized.

The Historic Commission reviewed his application on November 9, 2022 and after reviewing the application and the quotes provided, the board approved the application and Mr. Martinez started work on his home.

The work on the property was completed on December 16, 2022 and all the necessary photographs with the invoice were received on December 22, 2022.

The Historic Commission met on January 23, 2023 to review the documents & evidentiary photographs. The Commission reviewed the work, and found it to be complete and that everything necessary had been submitted and approved the reimbursement.

Mr. Martinez spent a total of \$13,500.00 on the leveling of the property. The total reimbursable amount is \$5,000 based on the cap for leveling grants.

The total 2022-2023 budget for the Historical Grant Program was approved by the City Commission at \$50,000 - - funding coming from the Hotel/Motel Fund.

Thus far this fiscal year, zero of the allocated \$50K have been expended.

Pursuant to the Historic Preservation Grant Fund policies, the City Commission has to consider approving the reimbursement of \$5,000 to finalize this project.

BOARD REVIEW/CITIZEN FEEDBACK: Approved

ALTERNATIVES/OPTIONS:

FISCAL IMPACT: \$5,000

Proposed Expenditure/(Revenue):

Account Number(s):

16-5402040

Finance Review by:

LEGAL REVIEW:

ATTACHMENTS: One packet with application, quotes, invoice, photos, and agendas from MHPC.

Staff Recommendation: To approve reimbursement as it met all requirements.



CONTRACT

MTZ
House Leveling
&
Foundation Repair

Inv# 166
DATE: 11-25-22

Jesus Martinez
18801 Kiosko Dr.
Edcouch, TX 78538

To:
Gerardo Martinez
320 South Missouri Ave.
Mercedes, TX. 78570

Description

- House size 1,740 sq. Ft.
- Install 4 lines of treated studs 4x6x41 ft.
- Install 16 concrete man-made 16x16x12
- Install 40 solid blocks 8x8x16
- Install 24 solid pads 4x4x12
- Install 16 concrete spread footing 30x30x30 with 12-inch cylinder and ½ inch rebar
- Install termite shields on each block
- Level the house as needed
- 15-year warranty in the event customer on contract sells home warranty will expire
- Warranty does not include flood damages.
- Warning sheet rock and floor might crack during the leveling process.
- Contractor will notify customer in the event of any additional material or labor is needed.

Customer Name:

Date:

TOTAL AMOUNT: \$13,500.00

Deposit:

Amount Due: \$13,500.00

Customer agrees with the Terms and Conditions and the service agreement.

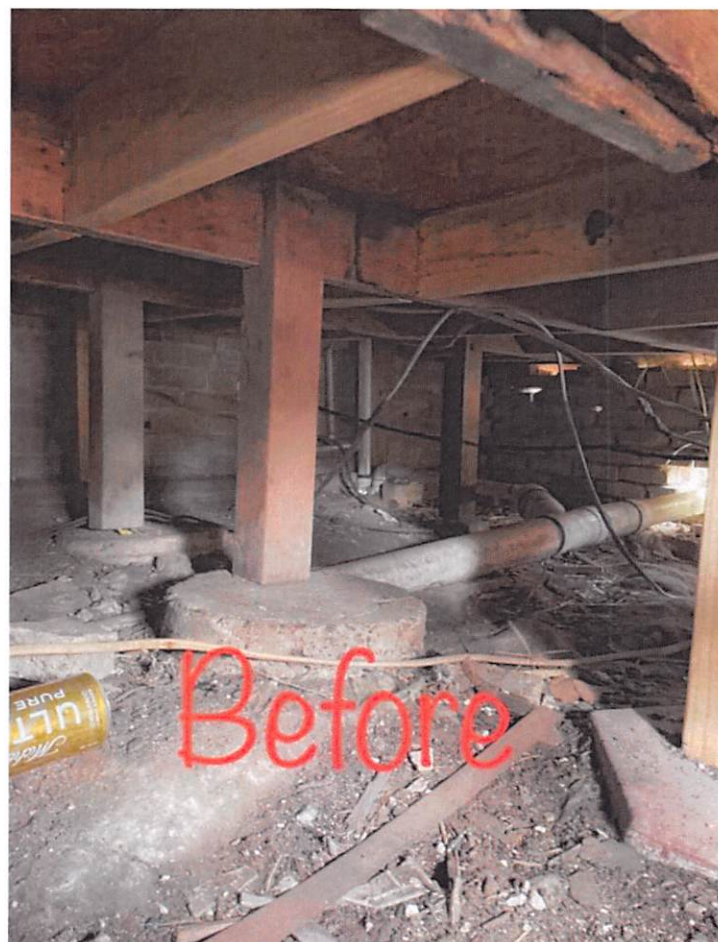
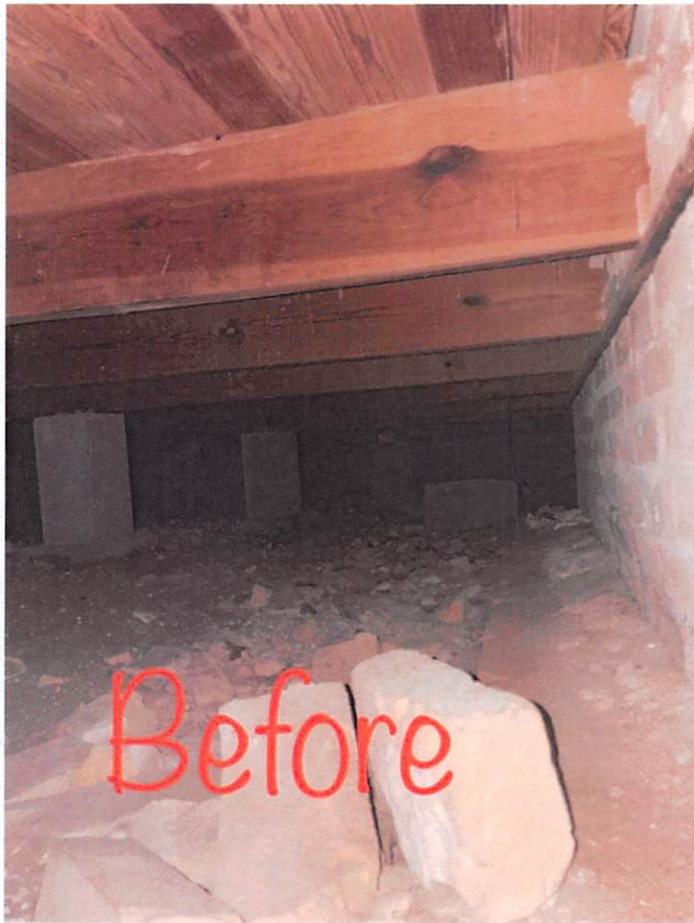
Half of the payment is due upon the start date of contract.

Remaining balance will be given when job is completed.

Thank you for your Business!!

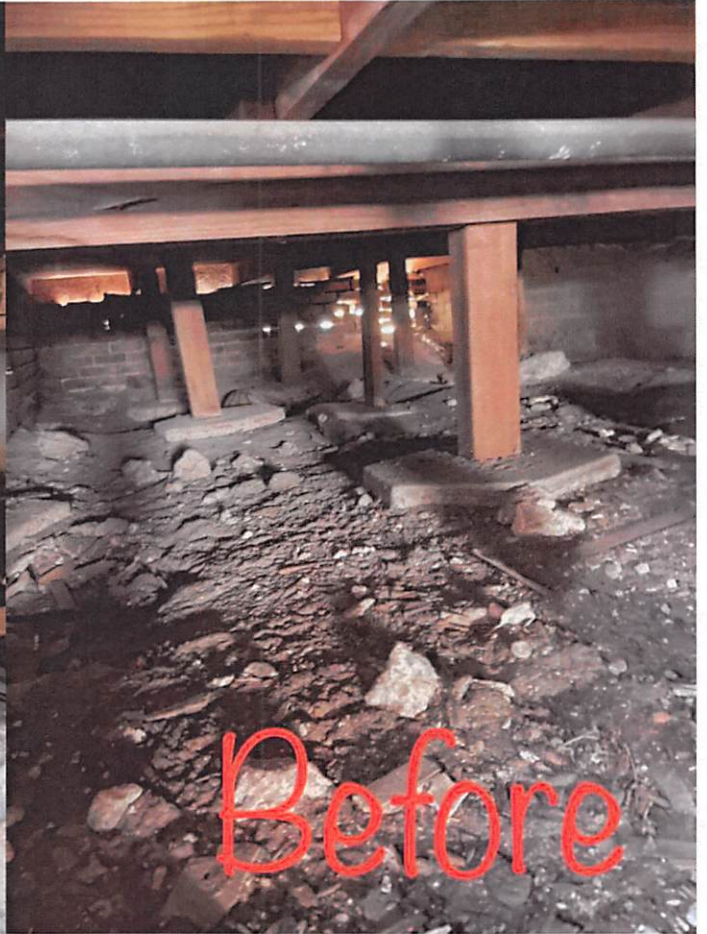
RECEIPT		No. 175960	
DATE <u>12/16/22</u>			
FROM <u>Jos Martinez & Martinez</u>		<u>\$13500.00</u>	
<u>Gerardo Martinez</u>		DOLLARS	
<input type="radio"/> FOR RENT <input checked="" type="radio"/> FOR <u>add support and level three ply</u>			
ACCT.		<input checked="" type="radio"/> CASH	<u>pay off</u>
PAID		<input type="radio"/> CHECK	FROM _____ TO _____
DUE		<input type="radio"/> MONEY ORDER	BY <u>[Signature]</u>
		<input type="radio"/> CREDIT CARD	BY <u>[Signature]</u>

A-1152
T-4161





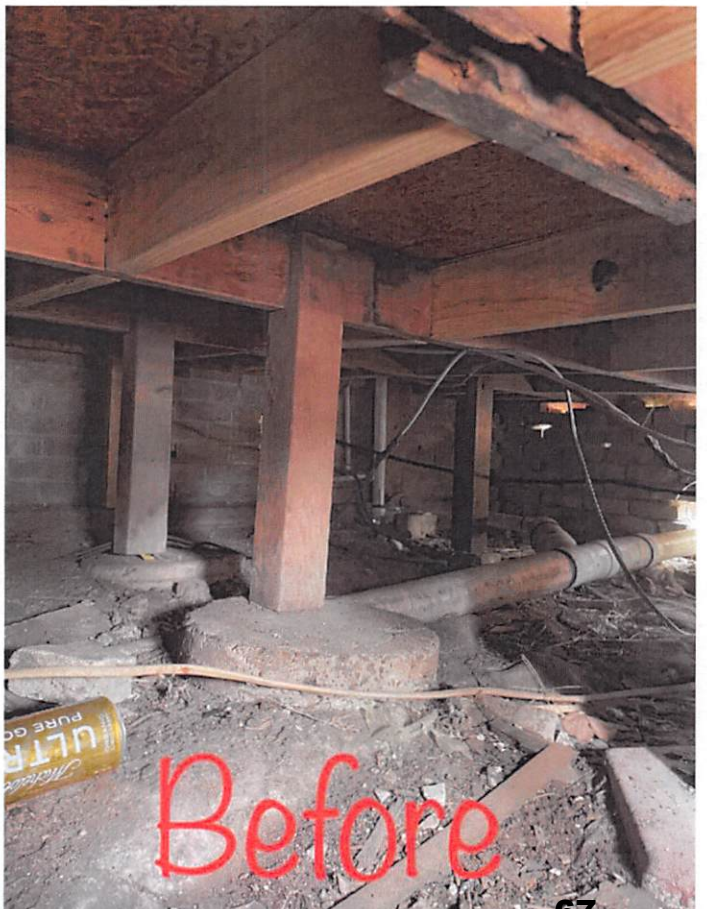
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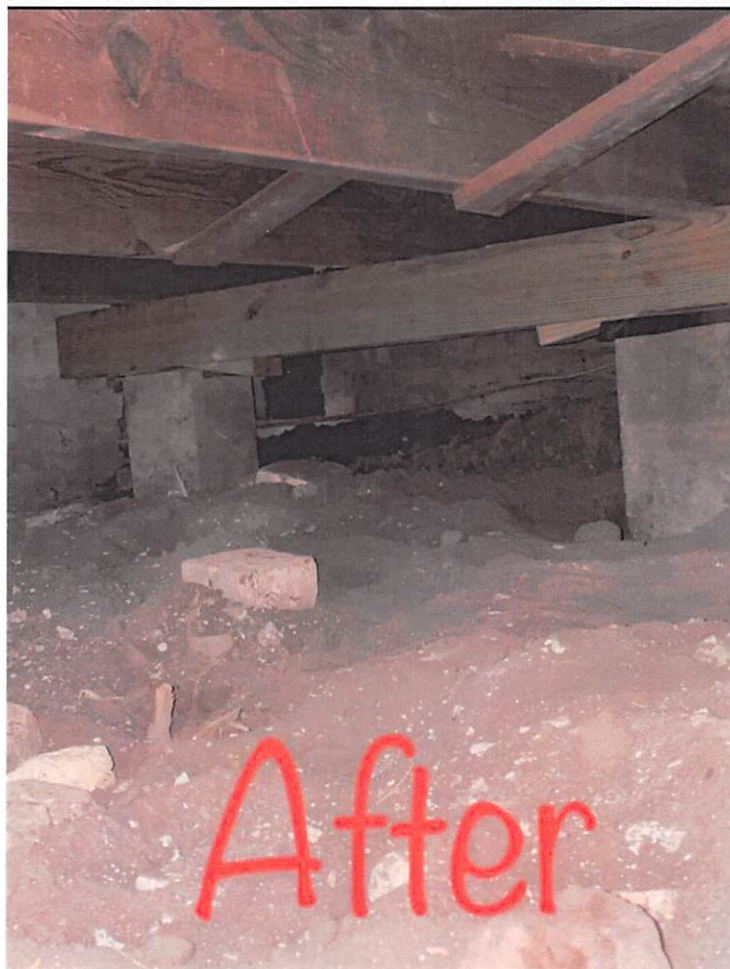
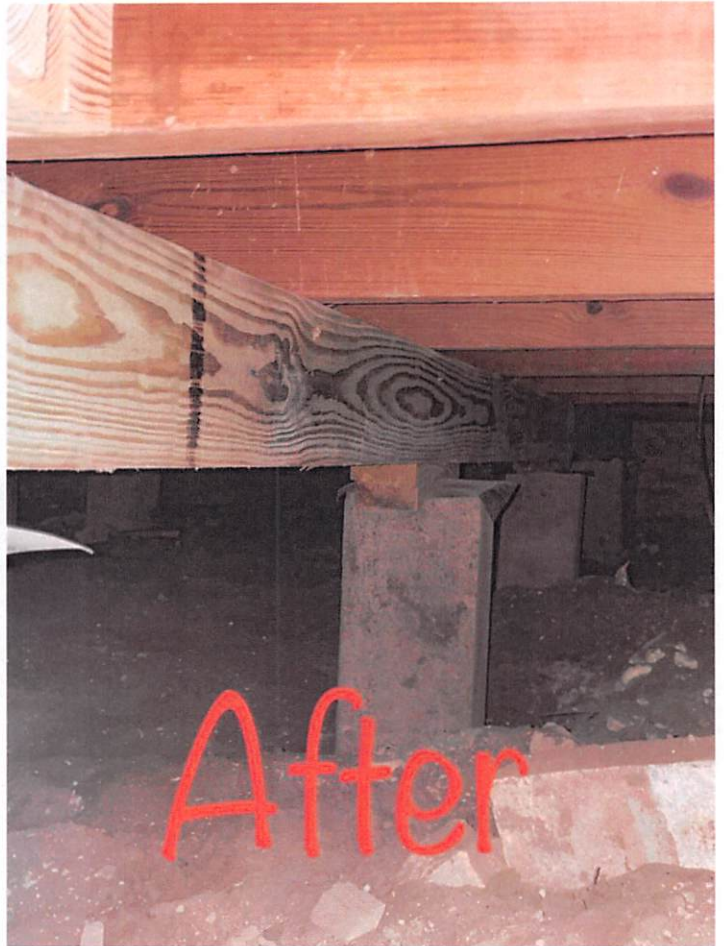
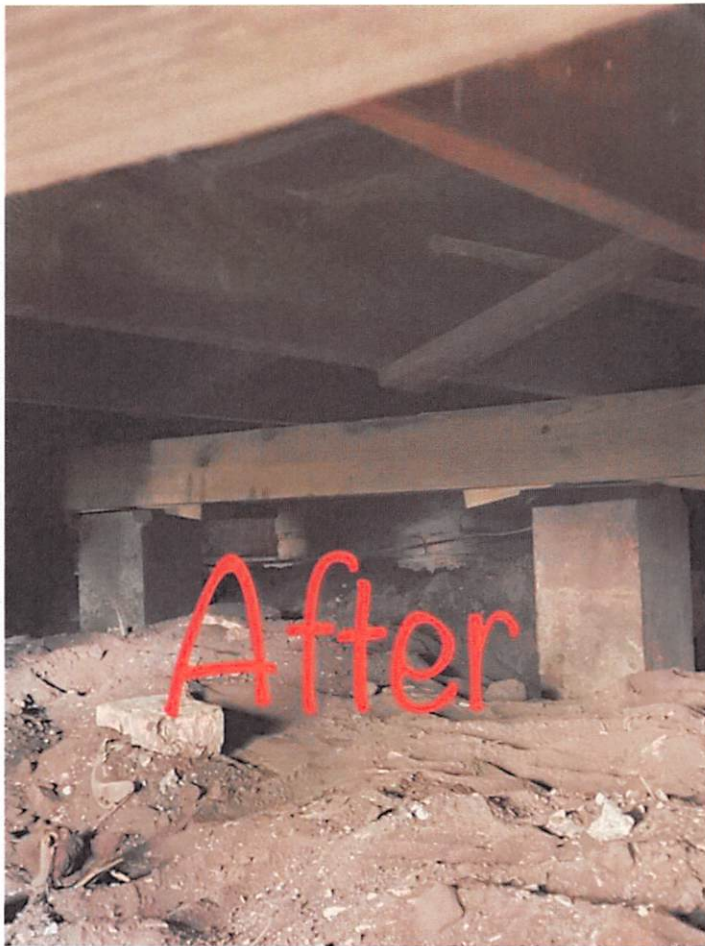
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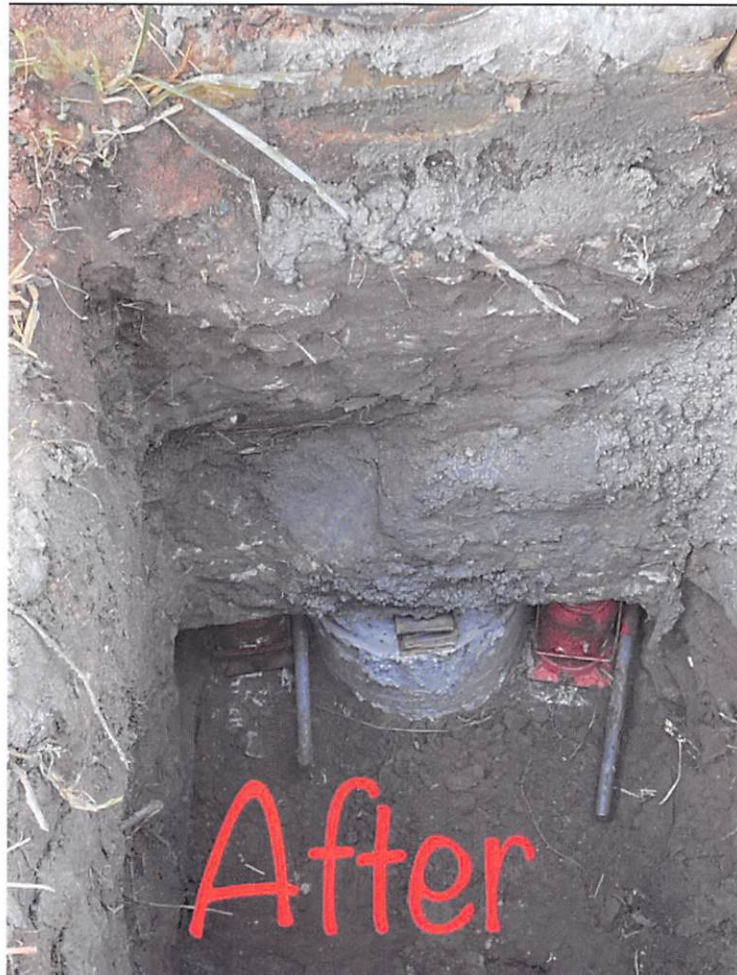
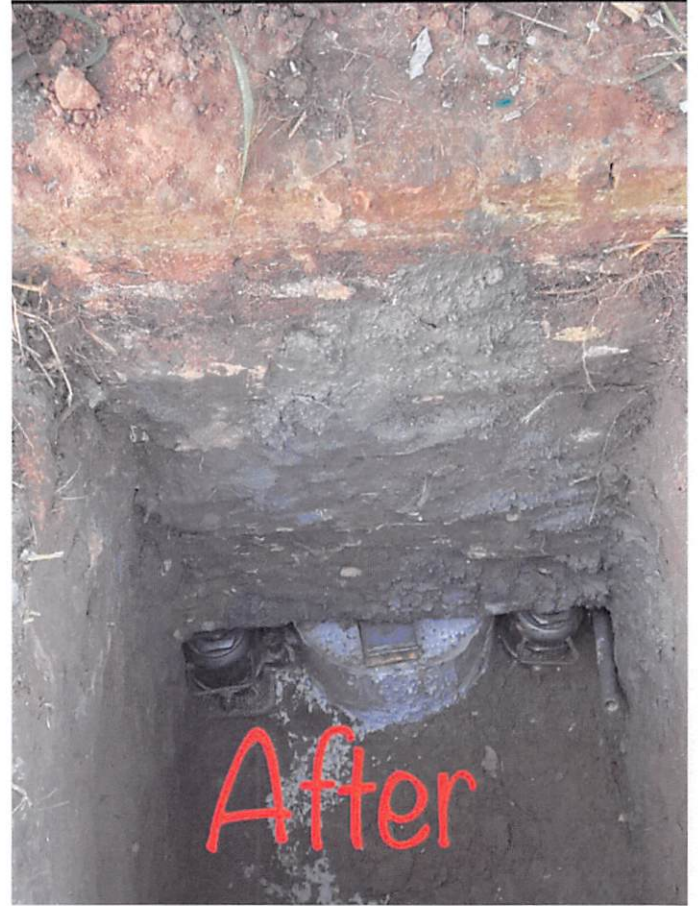
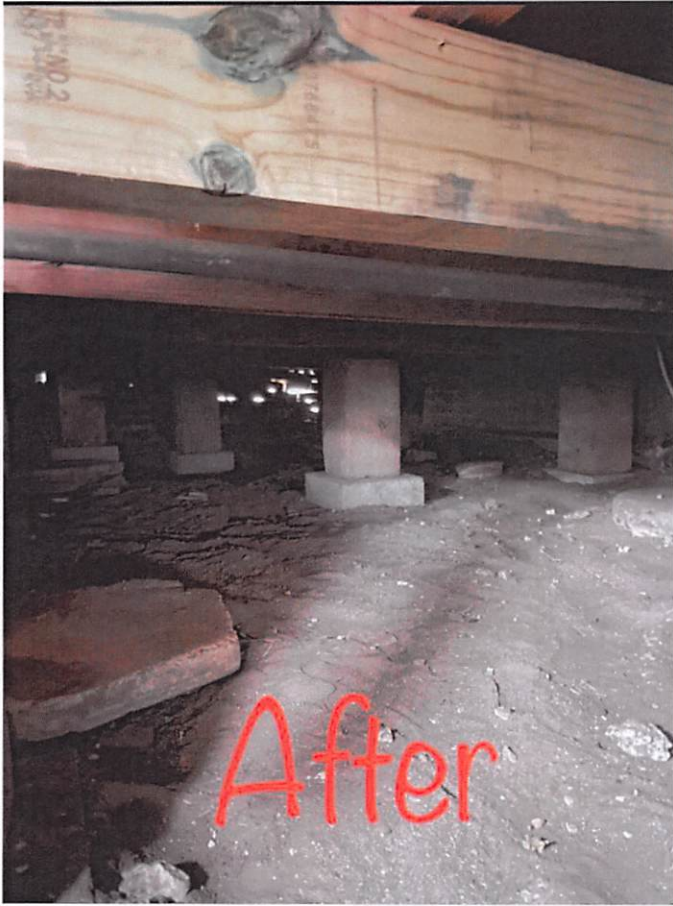


Before



Before







city of
mercedes
It Starts Here!

Mercedes Historic Preservation Commission

Grant Application

1. Property Owner/ Owners	
First Name <u>Gerardo O.</u>	First Name _____
Last Name <u>Martinez</u>	Last Name _____
Address <u>320. S. Missani Ave</u>	Address _____
Phone <u>(954) 730-7661</u>	Phone _____
Email <u>martinezse777@gmail.com</u>	Email _____

2. Historic Property Address
Address <u>320. S. Missani Ave</u>

3. Grant/ Amount Requested	
Roof <input type="checkbox"/>	Amount _____
Leveling <input checked="" type="checkbox"/>	Amount <u>\$13,500 \$11,000 \$13,700</u>
Façade <input type="checkbox"/>	Amount _____

4. Brief Summary of Project (If additional space is required please attach another page).

5. Have you ever applies for a grant before? If so, was it granted and when?
<u>No</u>

I hereby agree to the guidelines set forth by the Mercedes Historical Preservation Commission Grant	
I certify that, to the best of my knowledge and belief, the statements made by me in this application are true and the information provided is correct.	
Signature <u>X Gerardo O Martinez</u>	Date <u>10/25/22</u>
Signature _____	Date _____

Staff Use Only

Grant Request Approved:
Photos Submitted:

Quotes Submitted:
Samples Submitted:

Proposal
and
Contract



AZTEC



(888) 745-9748

HOUSE LEVELING & REMODELING

Brownsville, TX
(956) 546-5657

Harlingen, TX
(956) 412-1558

McAllen, TX
(956) 631-0995

Laredo, TX
(956) 725-0556

Del Rio/Eagle Pass, TX
(830) 752-6336

Local Office:

1017 South E. St. • Harlingen, TX 78550
(956) 412-1247 Phone/Fax

Mailing Address:

P. O. Box 34985 • San Antonio, TX 78265
(210) 599-8222 • (210) 599-8228 FAX

Owner: Sandra Martinez

Date: 9/23/22

Address: 320 South Missouri Ave
(Mercedes, TX)

Phone: (956) 730-7661

SLAB FOUNDATIONS

(Drilled Bell Bottom Piers)

- WE WILL INSTALL NA CONCRETE PIERS OF THE FOLLOWING SIZE AND SPECIFICATIONS.
 - PIERS WILL BE DRILLED AT A SLIGHT ANGLE BETWEEN A DEPTH OF 4 TO 10 FEET TOTAL DEPTH (DEPTH OF PIER INCLUDES EXCAVATION FROM SOIL SURFACE/TOP OF GROUND TO BOTTOM OF GRADE BEAM/SLAB) DEPENDING ON SOIL CONDITIONS, ROCK OR BIT REFUSAL, AND/OR CONTRACTOR'S DISCRETION.
 - PIERS WILL BE 10-12 INCHES IN DIAMETER, AND HAVE A 20-24 INCH BELL TO FORM THE FOOTINGS.
 - EACH PIER WILL CONTAIN FOUR EACH #4 REBAR STEEL PLACED VERTICALLY WITH 3 STRIPS. (PIERS WILL BE AS CLOSE AS POSSIBLE TO THE ATTACHED PIER DIAGRAM)
 - ALL PIERS WILL CONTAIN 3,500 PSI, 4" DIA. 3-INCH SLUMP.
 - IF ADVERSE SOIL CONDITIONS SHOULD OCCUR, OR ANY TYPE OF OBSTRUCTIONS, AZTEC WILL THEN CONVERT THE DRILLED PIERS FOR THAT AREA INTO LARGE SPREAD FOOTINGS. NA SPREAD FOOTINGS.
- WE WILL LEVEL THE AFFECTED AREAS AS RECOMMENDED IN OUR INITIAL INSPECTION AS MUCH AS WE FEEL THE STRUCTURE WILL PERMIT. THE MAIN INTENT OF THE PIERS IS TO RAISE THE FOUNDATION ENOUGH TO HELP MINIMIZE THE STRESS CAUSED BY DIFFERENTIAL MOVEMENT, AND TO HELP MINIMIZE FUTURE DIFFERENTIAL MOVEMENT WITHIN THE AFFECTED AREA.
- MILD STEEL SHIMS WILL THEN BE PLACED TO SHIM THE DEEP BELL BOTTOM PIER.
- EVEN WITH PIER INSTALLATION, WE CANNOT GUARANTEE THE ELIMINATION OF ALL FUTURE DIFFERENTIAL FOUNDATION MOVEMENT INCLUDING BUT NOT LIMITED TO: UPEAVEAL, SETTLEMENT AND TILTING. OUR GUARANTEE DOES NOT EXTEND TO ANY OTHER AREAS OF THE FOUNDATION NOT SET BY AZTEC.

SLAB FOUNDATIONS

(Unipile Piers)

- TO INSTALL NA EXTERIOR UNIPILE PIERS NA INTERIOR UNIPILE PIERS, IN PLACES APPROVED BY OWNER.
- AZTEC HOUSE LEVELING & REMODELING SHALL HYDRAULICALLY JACK THE STRUCTURE TO ATTEMPT TO LEVEL AND STABILIZE IT; HOWEVER, THE UNIT WILL BE CONSIDERED LEVEL WHEN THE STRUCTURE HAS BEEN RAISED TO A REASONABLE STURDY CONDITION WHEN IN THE SOLE JUDGEMENT OF AZTEC HOUSE LEVELING & REMODELING FURTHER MOVEMENT WOULD RESULT IN DAMAGE TO THE STRUCTURE. PLEASE NOTE: BOWS AND WARPED FLOORING OR JOINTS MAY PREVENT ATTEMPTS BY AZTEC HOUSE LEVELING & REMODELING TO LEVEL AND STABILIZE COMPLETELY.

PIER AND BEAM FOUNDATIONS

- PLEASE SEE OPEN PAGE FOR DESCRIPTION OF WORK

A STRUCTURAL AND/OR GEOTECHNICAL ENGINEER CERTIFICATION IS AVAILABLE THROUGH THIRD PARTIES AT AN ADDITIONAL FEE TO THE HOMEOWNER(S) IF

OWNERS INITIALS _____ DECLINE

- THIS AGREEMENT WILL NOT EXTEND TO ANY PORTION OF THE BUILDING AND/OR HOME OTHER THAN THE PORTION UPON WHICH CONTRACTOR ACTUALLY PERFORMS WORK. THERE EXISTS NO WARRANTY OR GUARANTEE OF ANY KIND OR NATURE, EXPRESSED OR IMPLIED, TO ANY AREA NOT PIERED BY AZTEC HOUSE LEVELING & REMODELING.
- IN THE EVENT IT IS NECESSARY TO BREAK LOOSE ORIGINAL CONSTRUCTION PIERS TO SAFELY LIFT THE STRUCTURE ADDITIONAL CHARGES WILL APPLY WITH RESPECT TO THE LABOR AND MATERIALS REQUIRED TO PERFORM THE TASK.
- AZTEC HOUSE LEVELING & REMODELING IS NOT RESPONSIBLE FOR DETERIORATED PLUMBING, PREVIOUSLY DAMAGED PLUMBING OR ANY OTHER PLUMBING DAMAGE THAT MAY OCCUR AS A RESULT OF THE LEVELING PROCESS.
- AZTEC HOUSE LEVELING & REMODELING WILL TEMPORARILY REMOVE PLANTS, TREES, SHRUBS, OR LAWNS WHICH OBSTRUCT PIER INSTALLATION. ALL PLANTS AND SHRUBS WILL BE REPLANTED BY AZTEC HOUSE LEVELING & REMODELING, BUT WE DO NOT GUARANTEE THE LIVELIHOOD OF PLANTS, TREES, SHRUBS, OR LAWN. IF PLANTS ARE WELL ESTABLISHED, WE RECOMMEND OWNER(S) CALL A NURSERY TO REMOVE AND REESTABLISH THE PLANTS. THIS WOULD BE AT THE OWNER'S EXPENSE.
- WHEN HOLES ARE BROKEN THROUGH THE SLAB, WALKS, PORCHES, OR DRIVEWAYS, AZTEC HOUSE LEVELING & REMODELING WILL PATCH THE CONCRETE, BUT WILL NOT REPLACE OR REINSTALL FLOOR COVERINGS. THESE PATCHES WILL NOT MATCH THE COLOR NOR THE TEXTURE OF THE ORIGINAL CONCRETE. NUMBER NA.
- IT IS UNDERSTOOD AND AGREED THAT IN ORDER TO PERFORM THE ABOVE MENTIONED WORK, IT IS POSSIBLE THAT THE SHEETROCK, WALLPAPER, OR OTHER RIGID MATERIALS MAY CRACK. THEREFORE, THE BELOW FIGURES DO NOT INCLUDE ANY REDECORATING, PAINT OR STAINING, REPAIRING, PLUMBING WORK, ELECTRICAL WORK, NEW BRICK VENEER CRACKS, NEW SOD OR THE REPLACEMENT OF ANY MATERIAL NOT CALLED FOR IN THIS AGREEMENT.
- AZTEC AGREES TO CLEAN THE JOBSITE OF ALL EXCESS DIRT AND DEBRIS. AZTEC WILL NOT PROVIDE DIRT/SOIL FOR ANY FUTURE EROSION OR SUBSIDENCE THAT MAY OCCUR AFTER JOB IS COMPLETED. ANY DIRT REQUESTED AFTER JOBS COMPLETED WILL BE PROVIDED AT CUSTOMER EXPENSE.
- DEPENDING ON THE WAY THE HOUSE WAS BUILT OR ANY TYPE OF LIFTING THAT WILL BE PERFORMED, AZTEC HOUSE LEVELING & REMODELING WILL RECOMMEND TO PRESSURE GROUT UNDER THE FOUNDATION TO FILL IN ANY VOIDS OR CAVITIES AFTER LEVELING PROCESS AT AN ADDITIONAL FEE TO THE HOMEOWNER(S).
- OTHER TERMS AND CONDITIONS, WHICH APPLY ARE ON THE FOLLOWING PAGE(S), WHICH OWNER(S) ACKNOWLEDGES HE HAS READ AND AGREED TO

☒ YES ☐ NO

IS THERE ANY PRE-EXISTING/VISIBLE DAMAGE OR CRACKS EITHER INTERIOR OR EXTERIOR (WALLS, CEILINGS, TILE, ETC.) BEFORE ANY WORK HAS BEGUN.

Proposal
and
Contract



AZTEC



(888) 745-9748

HOUSE LEVELING & REMODELING

Brownsville, TX
(956) 546-5657

Harlingen, TX
(956) 412-1558

McAllen, TX
(956) 631-0995

Laredo, TX
(956) 725-0556

Del Rio/Eagle Pass, TX
(830) 752-6336

Local Office:

1017 South E. St. • Harlingen, TX 78550
(956) 412-1247 Phone/Fax

Mailing Address:

P. O. Box 34985 • San Antonio, TX 78265
(210) 599-8222 • (210) 599-8228 FAX

Owner: Sandra Marfinez

Date: 9/23/22

Address: 320 South Missouri Ave
(Mercedes, TX)

Phone: (956) 730-7661

- 1.) To install up to approx (225-250') of (4X6") treated beam in areas of influence as needed
- 2.) To install up to (45-50) additional blocks & pads under new beam as needed
- 3.) To adjust any existing blocks & pads using mild steel plates for shims as needed
- 4.) To install pieces of metal flashing for termite shields as needed (old/new blocks)
- 5.) To raise, level, & stabilize structure as much as structure will permit
- 6.) To supply all labor & materials
- 7.) To clean up & haul off all excess debris once completed

X My

X

OWNERS INITIALS _____

Any/all unforeseen damage that is not specified in this contract will result in additional costs if needed (beams, joists, subfloor, decking, plumbing, mud plates, wall studs, electrical or condition of old existing blocks & pads/piers.)

ANY ALTERATION OR DEVIATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COST OF MATERIAL OR LABOR WILL ONLY BE EXECUTED UPON WRITTEN ORDERS FOR SAME, AND WILL BECOME AN EXTRA CHARGE OVER THE SUM MENTIONED IN THIS CONTRACT. ALL AGREEMENTS MUST BE MADE IN WRITING.

GOVERNING LAW, JURISDICTION, VENUE: THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE INTERNAL LAW OF TEXAS REGARDING CONFLICTS OF LAW. THE PARTIES MUTUALLY CONSENT AND SUBMIT TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS FOR HIDALGO COUNTY, TEXAS AND AGREE THAT ANY ACTION, SUIT OR PROCEEDING CONCERNING THIS AGREEMENT OR ANY OF THE RELATED AGREEMENTS WHICH MAY BE ENTERED INTO BETWEEN AZTEC HOUSE LEVELING & REMODELING, AND OWNER SHALL BE BROUGHT ONLY IN THE FEDERAL OR STATE COURTS FOR HIDALGO COUNTY, TEXAS. THE PARTIES MUTUALLY ACKNOWLEDGE AND AGREE THAT THEY WILL NOT RAISE, IN CONNECTION WITH ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY FEDERAL OR STATE COURT FOR HIDALGO COUNTY, TEXAS, AND DEFENSE OR OBJECTION BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE, OR INCONVENIENCE OF FORUM.

MEDIATION: "OWNER AND CONTRACTOR AGREE THAT ANY DISPUTE RELATED IN ANY WAY TO THIS AGREEMENT OR THE WORK RELATED THERETO, SHALL BE SUBMITTED TO MEDIATION PRIOR TO THE FILING OF ANY LAWSUIT. IN THE EVENT THAT EITHER OWNER OR CONTRACTOR FILES A LAWSUIT BEFORE SUCH MEDIATION IS COMPLETED, AS DETERMINED BY THE SOLE DISCRETION OF THE MEDIATOR, THE OTHER PARTY SHALL BE ENTITLED TO ABATEMENT OF THE LAWSUIT UNTIL AND UNLESS THE COURT IS ADVISED BY THE MEDIATOR THAT THE PARTIES ARE AT IMPASSE AND THE MEDIATION WAS UNSUCCESSFUL IN ALL RESPECTS. THE MEDIATION SHALL BE GOVERNED BY AND CONDUCTED IN ACCORDANCE WITH TEXAS CIVIL PRACTICE & REMEDIES CODE §154.051, ET SEQ. AND CONDUCTED BY A MEDIATOR SELECTED BY AND AGREED TO BY ALL PARTIES AT A PLACE, DATE AND TIME AGREEABLE TO THE PARTIES AND THE MEDIATOR. IF THE PARTIES CANNOT AGREE ON A MEDIATOR, EACH SHALL SELECT A REPRESENTATIVE AND THOSE TWO REPRESENTATIVES WILL SELECT THE MEDIATOR. THE MEDIATION SESSION SHALL BE PRIVATE AND CONFIDENTIAL, AND THERE SHALL BE NO STENOGRAPHIC RECORD MADE OF THE MEDIATION PROCESS. IN THE EVENT THE PARTIES ARE UNABLE TO RESOLVE THEIR DISPUTE AT SUCH MEDIATION SESSION, THE SESSION SHALL BE PRIVILEGED FROM DISCOVERY, AND THE MEDIATOR SHALL NOT BE REQUIRED TO DISCLOSE ANY INFORMATION REVEALED DURING MEDIATION, UNLESS AUTHORIZED BY THE PARTIES OR REQUIRED BY LAW, UNLESS MADE A TERM OF ANY AGREEMENT ENTERED INTO BETWEEN THE PARTIES OF THE MEDIATION. EACH PARTY SHALL BEAR THEIR OWN COSTS OF SUCH MEDIATION. IT IS SPECIFICALLY AGREED THAT NO SERVICE OF PROCESS, INCLUDING SUBPOENAS, SUMMONS, COMPLAINTS, CITATIONS, WRITS, OR OTHER PROCESS MAY BE SERVED UPON ANY PERSON AT OR NEAR THE SITE OF ANY MEDIATION SESSION.

OWNER AND CONTRACTOR AGREE THAT, IN ANY PROCEEDING, CONTRACTOR'S LIABILITY SHALL BE LIMITED TO THE AMOUNT PAID TO CONTRACTOR BY OWNER UNDER THIS CONTRACT. IF CONTRACTOR FILES A MECHANIC'S LIEN BECAUSE OF OWNER'S FAILURE TO MAKE FULL PAYMENT IN A TIMELY MANNER, OWNER AGREES TO REIMBURSE CONTRACTOR FOR THE COST OF FILING AND FORECLOSING SAID MECHANIC'S LIEN INCLUDING REASONABLE ATTORNEY'S FEES. OWNER AGREES AND CONVEYANTS THAT LAST PAYMENT TO AZTEC HOUSE LEVELING & REMODELING CONSTITUTES A FULL AND FINAL RELEASE OF ANY AND ALL CLAIMS OTHER THAN WARRANTY CLAIMS PER THE LIMITED WARRANTY PROGRAM AND THAT ALL WORK HAS BEEN COMPLETED TO THE SATISFACTION OF THE OWNER AND IN A GOOD AND WORKMAN LIKE MANNER. AZTEC HOUSE LEVELING & REMODELING IS NOT RESPONSIBLE FOR ANY EXTERIOR OR INTERIOR COSMETIC DAMAGES CAUSED BY LEVELING AND ANY SEVERE ACTS OF GOD WILL VOID ALL WARRANTIES.

IN THE INSTANCE IT BECOMES NECESSARY FOR AZTEC HOUSE LEVELING & REMODELING TO FILE AND ENFORCE A MECHANIC AND MATERIALMAN'S LIEN FOR NON-PAYMENT, AZTEC HOUSE LEVELING & REMODELING WILL HAVE THE OPTION OF ENFORCING SAID LIEN IN A STATE COURT.

WITH ANY AND ALL FOUNDATION REPAIR PROJECTS INCLUDING MINOR RE-LEVELING ADJUSTMENTS, THERE IS ALWAYS THE POSSIBILITY THAT YOUR HOME MAY EXPERIENCE FUTURE STRESS CRACKS AND SEPARATIONS ON BOTH THE INTERIOR AND EXTERIOR PORTIONS OF THE HOME. THIS INCLUDES, BUT NOT LIMITED TO, CRACKS IN CONCRETE, BRICK, OR STONE. CRACKS IN ANY OTHER RIGID MATERIALS THE HOME IS CONSTRUCTED OF DUE TO UNKNOWN CONSTRUCTION PRACTICES. CRACKS IN ANY OTHER CONSTRUCTION ROOM ADDITIONS/REMODELING PERFORMED AFTER THE HOME'S ORIGINAL CONSTRUCTION. AZTEC HOUSE LEVELING & REMODELING CO. WILL NOT BE RESPONSIBLE FOR STRESS CRACKS OR SEPARATIONS WHICH MAY OCCUR DURING THE FOUNDATION REPAIR PROCESS OR ANY FUTURE STRESS CRACKS, SEPARATIONS THAT OCCUR AFTER THE STABILIZATION AND LEVELING PROCESS IS PERFORMED. HOMEOWNER ASSUMES ALL LIABILITIES FOR ANY PRE-EXISTING CONSTRUCTION ISSUES INCLUDING POOR/FAULTY CONSTRUCTION OR UNPROFESSIONAL/UNETHICAL PRACTICES DONE TO THE HOME INCLUDING FUTURE REPAIRS AND ADDITIONS. ANY FUTURE SETTLEMENT THAT AZTEC DEEMS IS DUE TO ANY OF THE AFOREMENTIONED ITEMS, WILL RESULT IN ADDITIONAL CHARGES TO THE HOMEOWNER FOR LEVELING ADJUSTMENTS.

DUE TO THE AGE OF THE HOME, SOIL CONDITIONS, UNKNOWN CONSTRUCTION PRACTICES, AND VARIOUS OTHER FACTORS, ELIMINATION OF FUTURE FOUNDATION MOVEMENT CANNOT BE GUARANTEED. THE MAIN INTENT OF OUR REMEDIAL REPAIRS TO THE FOUNDATION IS TO HELP MINIMIZE FUTURE MOVEMENT FOLLOWING LIMITED WARRANTY/GUARANTEE.

LEVELING ADJUSTMENTS WILL BE MADE, AS REQUIRED FOR A PERIOD OF TEN (10) YEARS AFTER THE DATE OF THIS CONTRACT AT NO COST TO THE OWNER(S). THIS WARRANTY/GUARANTEE APPLIES ONLY TO THE AFFECTED AREAS OF THE FOUNDATION (EXTERIOR PERIMETER/INTERIOR) THAT WERE REPAIRED BY THE INSTALLATION OF CONCRETE PIERS, SUCH AS RE-INFORCING & RE-ADJUSTING PIERS. NO ADJUSTMENTS WILL NOT COVER ANY CONCRETE BREAKOUTS OR ANY TYPE OF TUNNELING OR ACCESSING UNDER THE FOUNDATION FOR LEVELING PURPOSES. THIS WARRANTY/GUARANTEE IS TRANSFERABLE BY AZTEC HOUSE LEVELING & REMODELING TO THE NEW OWNER(S) FOR A FEE. THIS WARRANTY/GUARANTEE IS ALSO RENEWABLE FOR A FEE TO OWNER(S). LIFETIME WARRANTY/GUARANTEE ON PIERS.

ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARE HEREBY EXCLUDED.

"YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THE TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR ANY EXPLANATION OF THIS RIGHT."

THIS CONTRACT IS SUBJECT TO CHAPTER 27, PROPERTY CODE. THE PROVISIONS OF THAT CHAPTER, MAY AFFECT YOUR RIGHT TO RECOVER DAMAGES ARISING FROM THE PERFORMANCE OF THIS CONTRACT AND THE DEFECT HAS NOT BEEN CORRECTED THROUGH NORMAL WARRANTY SERVICE, YOU MUST PROVIDE NOTICE REGARDING THE DEFECT TO THE CONTRACTORS BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, NOT LATER THAN THE 60TH DAY BEFORE THE DATE YOU FILE A SUIT TO RECOVER DAMAGES IN A COURT OF LAW. THE NOTICE MUST REFER TO CHAPTER 27, PROPERTY CODE, AND MUST OCCUR ON OR BEFORE THE DATE REQUESTED BY THE CONTRACTOR. YOU MUST PROVIDE THE CONTRACTOR AN OPPORTUNITY TO REPAIR THE DEFECT AS PROVIDED BY SECTION 27.004 PROP., PROPERTY CODE.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESPECTFULLY SUBMITTED,
AUTHORIZED SIGNATURE: [Signature]
MANAGING MEMBER

CASH PRICE: \$ 12,445 \$11,000

PAYMENT TERMS: 1/3 Deposit 1/3 start

Balance upon completion

ACCEPTED BY OWNER(S)
YOU ARE HEREBY AUTHORIZED TO FURNISH ALL MATERIALS AND LABOR REQUIRED TO COMPLETE THE WORK MENTIONED IN THE ABOVE PROPOSAL, AFTER THE NECESSARY 3-DAY RIGHT OF RECONSIDERATION HAS PASSED, FOR WHICH X WILL AGREE TO PAY THE AMOUNT STATED IN SAID PROPOSAL AND ACCORDING TO THE TERMS THEREOF ASSIGNS AND AGREES TO A LIEN ON SAID SERVICES AND MATERIALS PROVIDED. NO REFUNDS.

HOMEOWNER/REPRESENTATIVE

DATE

HOMEOWNER/REPRESENTATIVE

DATE



ESTIMATE

MTZ
House Leveling
&
Foundation Repair

Inv# 103
DATE: 10-14-22

Jesus Martinez
956-530-7577

TO:

Gerardo D. Martinez
320 SOUTH MISSOURI AVE.
MERCEDES, TX. 78570

Description

- House size 1,740 sq. Ft.
- Install 4 lines of treated studs 4x6x41 ft.
- Install 16 concrete man-made 16x16x12
- Install 40 solid blocks 8x8x16
- Install 24 solid pads 4x4x12
- Install 16 concrete spread footing 30x30x30 with 12-inch cylinder and ½ inch rebar
- Install termite shields on each block
- Level the house as needed

TOTAL AMOUNT: \$13,500.00

Amount Due: \$13,500.00

Customer agrees with the Terms and Conditions and the service agreement.
Half of the payment is due upon the start date of the contract.

Thank you for your Business!!

Proposal
and
Contract

ALL-VALLEY

HOUSE LEVELING

Harlingen, TX
(956) 421-2200

McAllen, TX
(956) 994-9996

Owner: Gerardo Martinez Date: 9/29, 20 22
Address: 320 S. Missouri Ave Phone: 956-730-7661

Dear Sir:

We propose to furnish all materials and perform all labor necessary to complete the following: _____

To install 160 ft. of beam in different areas of home as
needed. To install 35 blocks & piers under home as
needed. To use termite shields as needed. To level home
as needed.

All of the above work to be completed in a workmanlike manner according to standard practices of the
sum of _____ Dollars (\$) 13,700 Payable as follows: 1/3 deposit
1/3 mid point, balance upon completion

Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

GOVERNING LAW: JURISDICTION VENUE: THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE INTERNAL LAW OF TEXAS REGARDING CONFLICTS OF LAW. THE PARTIES MUTUALLY CONSENT AND SUBMIT TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS FOR HIDALGO COUNTY, TEXAS AND AGREE THAT ANY ACTION, SUIT OR PROCEEDING CONCERNING THIS AGREEMENT OR ANY OF THE RELATED AGREEMENTS WHICH MAY BE ENTERED IN TO BETWEEN ALL-VALLEY HOUSE LEVELING AND OWNER SHALL BE BROUGHT ONLY IN THE FEDERAL OR STATE COURTS FOR HIDALGO COUNTY, TEXAS. THE PARTIES MUTUALLY ACKNOWLEDGE AND AGREE THAT THEY WILL NOT RAISE, IN CONNECTION WITH ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY FEDERAL OR STATE COURT FOR HIDALGO COUNTY, TEXAS, ANY DEFENSE OR OBJECTION BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE, INCONVENIENCE OF FORUM.

MEDIATION: OWNER AND CONTRACTOR AGREE THAT ANY DISPUTE RELATED IN ANY WAY TO THIS AGREEMENT OR THE WORK RELATED THERETO, SHALL BE SUBMITTED TO MEDIATION PRIOR TO THE FILING OF ANY LAWSUIT. IN THE EVENT THAT EITHER OWNER OR CONTRACTOR FILES A LAWSUIT BEFORE SUCH MEDIATION IS COMPLETED, AS DETERMINED BY THE SOLE DISCRETION OF THE MEDIATOR, THE OTHER PARTY SHALL BE ENTITLED TO ABATEMENT OF THE LAWSUIT UNTIL AND UNLESS THE COURT IS ADVISED BY THE MEDIATOR THAT THE PARTIES ARE AT IMPASSE AND THE MEDIATION WAS UNSUCCESSFUL. IN ALL RESPECTS, THE MEDIATION SHALL BE GOVERNED BY AND CONDUCTED IN ACCORDANCE WITH TEXAS CIVIL PRACTICE & REMEDIES CODE §154.001, ET SEQ., AND CONDUCTED BY A MEDIATOR SELECTED BY AND AGREED TO BY ALL PARTIES AT A PLACE, DATE AND TIME AGREEABLE TO PARTIES AND THE MEDIATOR. IF THE PARTIES CANNOT AGREE ON A MEDIATOR, EACH SHALL

OWNERS INITIALS _____

Page 1 of 2

SELECT A REPRESENTATIVE AND THOSE TWO REPRESENTATIVES WILL SELECT THE MEDIATOR. THE MEDIATION SESSION SHALL BE PRIVATE AND CONFIDENTIAL, AND THERE SHALL BE NO STENOGRAPHIC RECORD MADE OF THE MEDIATION PROCESS. IN THE EVENT THE PARTIES ARE UNABLE TO RESOLVE THEIR DISPUTE AT SUCH MEDIATION SESSION, THE SESSION SHALL BE PRIVILEGED FROM DISCOVERY, AND THE MEDIATOR SHALL NOT BE REQUIRED TO DISCLOSE ANY INFORMATION REVEALED DURING MEDIATION, UNLESS AUTHORIZED BY THE PARTIES OR REQUIRED BY LAW. UNLESS MADE A TERM OF ANY AGREEMENT ENTERED INTO BETWEEN THE PARTIES OF THE MEDIATION, EACH PARTY SHALL BEAR THEIR OWN COSTS OF SUCH MEDIATION. IT IS SPECIFICALLY AGREED THAT NO SERVICE OF PROCESS, INCLUDING SUBPOENAS, SUMMONS, COMPLAINTS, CITATIONS, WRITS, OR OTHER PROCESS MAY BE SERVED UPON ANY PERSON AT OR NEAR THE SITE OF ANY MEDIATION SESSION. OWNER AND CONTRACTOR AGREE THAT, IN ANY PROCEEDING, CONTRACTOR'S ABILITY SHALL BE LIMITED TO THE AMOUNT PAID TO CONTRACTOR BY OWNER UNDER THIS CONTRACT. IF CONTRACTOR FILES A MECHANICS LIEN BECAUSE OF OWNERS FAILURE TO MAKE FULL PAYMENT IN A TIMELY MANNER, OWNER AGREES TO REIMBURSE CONTRACTOR FOR THE COST OF FILING AND FORCLOSING SAID MECHANIC'S LIEN, INCLUDING REASONABLE ATTORNEY'S FEES." OWNER AGREES AND CONVENANTS THAT LAST PAYMENT TO ALL-VALLEY HOUSE LEVELING CONSTITUTES A FULL AND FINAL RELEASE OF ANY AND ALL CLAIMS OTHER THAN WARRANTY CLAIMS PER THE ATTACHED LIMITED WARRANTY PROGRAM AND THAT ALL WORK HAS BEEN COMPLETED TO THE SATISFACTION OF THE OWNER AND IN A GOOD AND IN WORKMAN LIKE MANNER. ALL-VALLEY IS NOT RESPONSIBLE FOR ANY EXTERIOR OR INTERIOR COSMETIC DAMAGES CAUSED BY LEVELING AND WILL VOID GUARANTEE FOR ANY SEVERE ACTS OF GOD.

LIMITED WARRANTY PROGRAM

DUE TO THE AGE OF THE HOME, SOIL CONDITIONS, UNKNOWN CONSTRUCTION PRACTICES AND VARIOUS OTHER FACTORS; ELIMINATION OF FUTURE FOUNDATION MOVEMENT CANNOT BE GUARANTEED. THE MAIN INTENT OF OUR REMEDIAL REPAIRS TO THE FOUNDATION IS TO HELP MINIMIZE FUTURE MOVEMENT FOLLOWING LIMITED WARRANTY/GUARANTEE:

- A. LEVELING ADJUSTMENTS WILL BE MADE, AS REQUIRED FOR A PERIOD OF TEN (10) YEARS AFTER THE DATE OF THIS CONTRACT AT NO COST TO THE OWNER(S).
- B. THIS WARRANTY/GUARANTEE APPLIES ONLY TO THE AFFECTED AREAS THAT WERE REPAIRED BY THE INSTALLATION OF CONCRETE PIERS.
- C. THIS WARRANTY IS TRANSFERABLE BY ALL-VALLEY HOUSE LEVELING AND THE NEW OWNER(S), FOR A FEE.

ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARE HEREBY EXCLUDED.

"YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THE TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT."

THIS CONTRACT IS SUBJECT TO CHAPTER 27, PROPERTY CODE. THE PROVISIONS OF THAT CHAPTER, MAY AFFECT YOUR RIGHT TO RECOVER DAMAGES ARISING FROM THE PERFORMANCE OF THIS CONTRACT. IF YOU HAVE A COMPLAINT CONCERNING A CONSTRUCTION DEFECT ARISING FROM THE PERFORMANCE OF THIS CONTRACT AND THE DEFECT HAS NOT BEEN CORRECTED THROUGH NORMAL WARRANTY SERVICE, YOU MUST PROVIDE NOTICE REGARDING THE DEFECT TO THE CONTRACTORS BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, NOT LATER THAN THE 60TH DAY BEFORE THE DATE YOU FILE SUIT TO RECOVER DAMAGES IN A COURT OF LAW. THE NOTICE MUST REFER TO CHAPTER 27 PROPERTY CODE, AND MUST DESCRIBE THE CONSTRUCTION DEFECT. IF REQUESTED BY THE CONTRACTOR, YOU MUST PROVIDE THE CONTRACTOR AN OPPORTUNITY TO INSPECT AND CURE THE DEFECT AS PROVIDED BY SECTION 27.004 PROP., PROPERTY CODE.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESPECTFULLY SUBMITTED,

AUTHORIZED SIGNATURE:

Albert Nemer
MANAGING MEMBER

ACCEPTANCE BY OWNER(S)

YOU ARE HEREBY AUTHORIZED TO FURNISH ALL MATERIALS AND LABOR REQUIRED TO COMPLETE THE WORK MENTIONED IN THE ABOVE PROPOSAL, AFTER THE NECESSARY 3-DAY RIGHTS OF RECENSION HAS PASSED, FOR WHICH _____ WILL AGREE TO PAY THE AMOUNT STATED IN SAID PROPOSAL, AND ACCORDING TO THE TERMS THEREOF ASSIGNS AND AGREES TO A LIEN ON SAID SERVICES AND MATERIALS PROVIDED. NO REFUNDS.

OWNER'S SIGNATURE _____

OWNER'S SIGNATURE _____

OWNERS INITIALS _____

Page 2 of 2



CONSENT ITEM:

DATE: 02/07/2023**FROM:** Chief Pedro Estrada**ITEM:** **Approval of Memorandum of Understanding between the City of Mercedes and Texas Anti-Gang Center (TAG)**

BACKGROUND INFORMATION: A Mercedes Police Dept will assign an officer to THE Texas Anti-Gang Center (TAG), but will still work out of the Mercedes Police Dept.. The purpose of placing an Officer with TAG is to be able to share information with other law enforcement agencies (ex. DPS, H.S.I, F.B.I,) and other state and federal agencies as well. By placing an Officer with TAG, The Mercedes Police will be able to use all equipment from the agency.

BOARD REVIEW/CITIZEN FEEDBACK:**ALTERNATIVES/OPTIONS:****FISCAL IMPACT:**

Proposed Expenditure/(Revenue):	Account Number(s):
\$	

Finance Review by:**LEGAL REVIEW:** Martie Vela**ATTACHMENTS:**

1. Memorandum of Understanding (TAG)
- 2.
- 3.

DRAFT MOTION:

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CONSTITUENT AGENCIES
OF THE TEXAS ANTI-GANG (TAG) CENTER
RIO GRANDE VALLEY**

I. Introduction

Due to various factors, the region surrounding and including Hidalgo County, Texas has become a primary center for gangs and other organizations engaged in serious criminal activity. Multiple law enforcement agencies at the federal, state, and local level have responsibility for the investigation and prosecution of these criminal organizations. Cooperation among these different law enforcement agencies in addressing the threat posed by criminal organizations furthers the ability of these agencies to fulfill their mission, which, consequently, furthers the public good. To enhance this cooperation, the agencies listed herein have agreed to establish the Rio Grande Valley ("RGV") Texas Anti-Gang ("TAG") Center. The RGV TAG Center will be a state-of-the-art facility in which representatives from multiple law enforcement agencies will collocate in order to more efficiently and effectively cooperate and collaborate on intelligence, investigatory, and operational activities related to combating the shared threat of criminal organizations operating in and affecting the region.

II. Purpose

- A. The purpose of this agreement is to set forth the terms by which the parties agree to establish a joint physical presence at the RGV TAG Center.
- B. This agreement is not intended as, and should not be construed as, altering or superseding any existing agreement, memorandum, policy, or legal authority concerning any of the parties to this agreement.
- C. This agreement is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agencies, the United States, or the officers, employees, agents, or other associated personnel thereof. The participating agencies, their agents, representatives and employees reserve and do not waive, any immunity or similar right to which they are entitled, nor do they waive any provision of the Texas Tort Claims Act or the Federal Tort Claims Act, as applicable. No provision of this agreement that imposes an obligation or restriction on a party not permitted by applicable law shall be enforceable.
- D. As described herein, the RGV TAG Center is established as a common physical environment to facilitate the effective and efficient cooperation and collaboration

between multiple law enforcement agencies with respect to a common subject matter. The TAG Center is a shared project of the individual agencies maintaining a physical presence there, subject to the terms of this agreement, and is not a separate or distinct legal entity, whether agency, office, component, corporation, or otherwise.

III. Mission statement

The mission of the RGV TAG center is to enable the participating agencies to more efficiently and effectively cooperate and collaborate on intelligence, investigations, and operational activities related to combating gangs and other criminal organizations operating in our region, by providing a common physical environment equipped with the most advanced technology.

IV. Participation

A. Constituent Agencies. "Constituent Agencies" will be those participating agencies. Other agencies will not be eligible unless added to the list of Constituent Agencies as provided herein pursuant to Section XIV(A). The following agencies are hereby designated as Constituent Agencies:

1. McAllen Police Department (McPD).
2. Hidalgo County Sheriff's Office (HCSO).
3. Texas Department of Public Safety, Region 3 (DPS).
4. Edinburg Police Department (EPD).
5. Mission Police Department (MDP).
6. Pharr Police Department (PPD).
7. San Juan Police Department (SJPD).
8. United States Border Patrol (USBP).
9. United States DOJ FBI – McAllen (FBI).
10. United States DOJ DEA – McAllen (DEA).
11. United States DHS ICE-ERO – McAllen (ICE).
12. United States DHS ICE – HSI – McAllen (HSI).
13. United States DOJ – ATF – McAllen (ATF).
14. Weslaco Police Department (WPD).
15. Hidalgo County District Attorney's Office – Edinburg (DA).

B. Executive Board Agencies. "Executive Board Agencies" will be Constituent Agencies as designated herein pursuant to Section IV.A.

C. Governing bodies. For purposes of this agreement, the term "governing bodies" includes those bodies specified in this section or subsequently created pursuant to the terms of this agreement that are vested with authority to take actions on behalf of the RGV TAG Center.

1. Executive Board. Ultimate governance of the RGV TAG Center is vested in an

Executive Board, comprised of the principal of each of the Executive Board Agencies, each having an equal vote on all matters before the board. The Executive Board shall designate a member to the Executive Board as the Presiding Principal for one (1) calendar year terms. The board has the authority to take any action with respect to the RGV TAG Center that is not inconsistent with this agreement and applicable law.

- a. Minutes. The Presiding Principal or the RGV TAG Center Administrator, as defined in IV. D. herein, is responsible for ensuring that the Executive Board meetings are recorded, and that the minutes are prepared and maintained. Once approved, meeting minutes and the recording of the meetings will be retained in the RGV TAG Center files as per state retention schedules.
 - b. Availability of Minutes. Approved minutes of the Executive Board meetings will be made available to all participating agencies. All other requests for copies will be submitted in writing to the Presiding Principal or RGV TAG Center Administrator, and approved by the Executive Board.
 - c. Executive Sessions. At times, executive sessions are necessary to discuss sensitive issues. The decision to adjourn into executive session, and participation therein, will be determined by motion and vote of the Executive Board. During executive sessions, no votes, minutes, or recordings will occur.
2. Management Committee. General management of the RGV TAG Center is vested in a Management Committee, which is subordinate to the Executive Board. Each constituent agency shall appoint a senior manager from their respective staff to serve on the committee. Each member of the committee has an equal vote on all matters before the committee. The committee has the authority to take any action with respect to the RGV TAG Center that is not inconsistent with this agreement, applicable law, and/or a decision of the Executive Board. All decisions of the committee are subject to discretionary review by the Executive Board.
 3. Supervisors Working Group. A Supervisors Working Group shall be comprised of the first and second-line supervisors of each participating agency. The purpose of this working group is to provide an established forum wherein issues related to the interaction of the participating agencies can be addressed on an informal basis. The Supervisors Working Group shall not be considered a governing body under this agreement, and shall not have authority to make a binding decision on behalf of the RGV TAG Center.
 4. Other informal working groups. To facilitate a productive and organized

working environment, the Executive Board may choose to form other informal working groups to discuss issues of common interest. No informal working group shall have authority to making a binding decision on behalf of the RGV TAG Center.

- D. Administrator. Subject to availability of funding, the RGV TAG Center shall have an Administrator. The Administrator shall be responsible for overseeing the day to day functions of the RGV TAG Center, including facilities, equipment, and security. The Administrator shall also oversee all reporting in connection with any grant awards and shall perform any other duties assigned to it by the Executive Board. The Administrator shall not direct or have any command authority over any of the participating agencies. The Executive Board shall select or approve the selection of the Administrator. The Executive Board shall also oversee the Administrator's performance.
- E. Participating agency personnel. Each participating agency shall be entitled to have employees or contractors from its respective staff working at the RGV TAG Center in such numbers as are approved by the Executive Board. Individuals working at the RGV TAG Center remain as employees of their respective participating agencies, and are subject to their participating agencies' exclusive control.

V. Commitments of the Participating Agencies

Each Constituent Agency commits to further the mission of the RGV TAG Center by acting with a general spirit of cooperation and collaboration with the other participating agencies on matters related to the RGV TAG Center, and specifically by:

- A. Identifying and pursuing opportunities to improve the sharing of information in its possession that is related to the mission of the RGV TAG Center with other participating agencies;
- B. Identifying and pursuing opportunities to collaborate with other participating agencies on the gathering, analyzing, and reporting of intelligence related to the criminal organizations operating in or affecting the region;
- C. Identifying and pursuing opportunities to coordinate with other participating agencies on the prioritization, planning, execution, and review of investigations and operational activities related to the mission of the RGV TAG Center, with the goal of maximizing the disruption of activities that pose a danger to the public, ensuring the successful prosecution of those committing criminal offenses, and increasing intelligence on criminal organizations operating in or affecting the region.

VI. Activities

Notwithstanding any coordination or cooperation that may occur between the Constituent Agencies, any activity related to the mission of the RGV TAG Center that is conducted by any

participating agency, including any individual working at the RGV TAG Center, is performed exclusively pursuant to the respective Constituent Agency's independent authorities (including any separate agreements for creation of joint task forces or similar multi-agency operational units). This agreement does not transfer or bestow any legal authorities to any individual or entity, provide for the deputization of any individual or entity, or establish any unified or shared chain of command. Nothing in this agreement authorizes any participating agency, or any group of participating agencies, to require any other participating agency to undertake any operational, investigatory, or intelligence related activity. Nothing in this agreement should be construed as precluding any participating agency from creating task forces or similar multi-agency operational units through separate agreement.

VII. Information management

- A. Further dissemination of information. Unless otherwise provided for by law or separate agreement, any information shared at or in connection with the RGV TAG Center by any of the participating agencies may not be further disseminated without the express consent of the Constituent Agency from which the information originated.
- B. Information requests. Each Constituent Agency remains individually responsible for processing any external requests for information related to the RGV TAG Center that is directed to it -- whether such request is pursuant to federal or state open records or freedom of information laws, discovery in the context of legal proceedings, or otherwise. To the extent such requests encompass information that originated from another participating agency, the participating agency processing the request shall consult with the participating agency from which the information originated prior to releasing the information. The Administrator shall be notified of all information requests related to the RGV TAG Center that are received by any participating agency.
- C. Media Communications. The Executive Board may designate one of the participating agencies or a specific individual to serve as the primary media point of contact for the RGV TAG Center. Such designations may be made on a case by case basis to correspond to specific activities. Any statements or releases of information to the media or responses to media inquiries on behalf of the RGV TAG Center shall be made exclusively by the board-designated point of contact. However, each participating agency may independently make a statement or release of information to the media or respond to media inquiries with respect to any activities of the respective agency that relate to the RGV TAG Center. The RGV TAG Center designated point of contact or Administrator will be advised when such release is to be made by any participating agency.

VIII. Facilities, Equipment, and Supplies

- A. Use and Control. The Executive Board may specify terms or conditions regarding the use and disposition of any facilities, equipment, or supplies that are provided for common use by the participating agencies at the RGV TAG Center, subject,

however, to any existing legal rights regarding the ownership or control of any such facilities, equipment, or supplies. Nothing in this agreement authorizes any participating agency to exercise any control over the property of another participating agency without consent solely because the property is located in the RGV TAG Center.

- B. Security of the RGV TAG facility. Due to the sensitive law enforcement work that is to be performed at the RGV TAG Center, dissemination by the participating agencies (including any employee or contractor thereof) of details regarding the RGV TAG Center that could compromise the security of law enforcement personnel or law enforcement activity, including dissemination of the RGV TAG Center's location, security features, and technological capabilities, should be limited to those individuals with a mission-related need to know. No participating agency may allow the physical presence of any arrestees, suspects, informants, witnesses, or victims at the RGV TAG Center. The Executive Board shall establish procedures for admitting guests to any common areas of the RGV TAG Center.

IX. Funding

- A. RGV TAG Center. Funding for the RGV TAG Center is to be provided through grants, initially by the Office of the Governor's Criminal Justice Division Texas Anti-Gang grant program. Except as otherwise provided in this agreement, no Constituent Agency is obligated to provide funding in support of the RGV TAG Center.
- B. Personnel, Activities, and Basic equipment. Individuals working at the RGV TAG Center remain as employees or contractors of each Constituent Agency, and, as such, the sending agency retains full responsibility for providing any compensation and benefits owed to its personnel for work performed in connection with the RGV TAG Center. Each participating agency shall bear its own costs in performing any activity related to the RGV TAG Center and will not seek reimbursement from any other participating agency. Each participating agency remains responsible for providing at its own cost any basic equipment or supplies to its personnel working at the RGV TAG Center that are necessary for those individuals to perform their duties, to the extent such equipment or supplies are not otherwise provided.
- C. Enhanced Security or Special Equipment. To the extent any Constituent Agency requires its allotted physical space at the RGV TAG Center to be enhanced with additional security features or requires any special equipment or supplies beyond that which is provided to all participating agencies, such enhancements or additional materials shall be provided at the sole cost of the participating agency requiring it.
- D. Compliance with Funding Terms. To the extent any rules or conditions applicable to an award of funds that are used to fund the RGV TAG Center prohibit a governing body from acting directly on any matter, any such action may be performed on

behalf of that governing body by the participating agency that is the recipient of the funding award upon approval of the Executive Board pursuant to the terms of this agreement. Nothing in this paragraph, however, should be construed as prohibiting a participating agency that is the recipient of a funding award from performing any action that is required pursuant to the rules or conditions applicable to that award, even in the absence of approval from the Executive Board.

X. Liability and Indemnification

Each Constituent Agency is responsible for its own actions that are performed in connection with the RGV TAG Center, including that of its personnel. Any liability arising solely from the actions of a Constituent Agency or subgroup of Constituent Agencies shall be borne solely by the Constituent Agency or agencies that performed the action creating the liability.

Any individual requesting indemnification for activity performed in connection with the RGV TAG Center may seek such indemnification only from the Constituent Agency for which that individual is an employee or contractor, pursuant to that agency's policies and procedures, as well as applicable law and regulations.

XI. Lead Organization

Any actions that must be performed on behalf of the RGV TAG Center that are not clearly the responsibility of any individual participating agency and/or cannot be performed by the Administrator shall be, unless otherwise provided by the Executive Board, the responsibility of the McAllen Police Department, as the initial grant recipient.

XII. Effective Date

This agreement shall take effect upon execution by all Constituent Agencies. This agreement may be executed in multiple counterparts and by facsimile transmission or in portable document format ("PDF").

XIII. Amendments and Termination

Any amendments to this agreement must be in writing and signed by all Constituent Agencies. This agreement shall remain in effect until terminated in accordance with Section XV of this agreement.

XIV. Addition to and Withdrawal from the RGV TAG Center

- A. Additions. Additional agencies may be invited to become Constituent Agencies of the RGV TAG Center with the unanimous approval of the Executive Board. Any additions to the list of Constituent Agencies provided herein may occur by written addendum to this agreement signed by all Constituent Agencies then existing and the joining agency, rather than through amendment to this agreement. In the event any

additional agency agrees to be a participating agency of the RGV TAG Center, the joining agency shall be considered a participating agency for purposes of this agreement, any reference to participating agency in this agreement shall be construed as including the joining agency, and any policies or procedures previously adopted and applicable to all participating agencies shall be equally applicable to the joining agency.

- B. Withdrawal. Any of the Constituent Agencies may withdraw from the RGV TAG Center upon thirty (30) days written notice to the Executive Board. Upon the effective date of the withdrawal, the withdrawing agency shall no longer be considered a Constituent Agency for purposes of this agreement, and any reference to participating agency in this agreement shall be construed as not including the withdrawn agency. Any withdrawing agency also shall return or surrender to the RGV TAG Center any RGV TAG Center-provided equipment or supplies upon the effective date of the withdrawal.

XV. Duration of the RGV TAG Center

The RGV TAG Center shall continue in effect until dissolved by any of the following actions:

- A. Written agreement signed by all Constituent Agencies;
- B. Operation of law; or
- C. The passage of three (3) years' time following the effective date of this agreement, unless the Constituent Agencies extend the duration of the RGV TAG Center, which may occur by a written addendum to this agreement signed by all Constituent Agencies.

* * *

Addendum To
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CONSTITUENT AGENCIES OF THE TEXAS ANTI-GANG
(TAG) CENTER RIO GRANDE VALLEY

Purpose.

1. Whereas the Texas Anti-Gang (TAG) Center Rio Grande Valley is dissolved after the passage of three (3) years' time following the effective date of the Memorandum of Understanding (MOU) Between The Constituent Agencies of the Texas Anti-Gang (TAG) Center Rio Grande Valley unless the Constituent Agencies extend the duration of the RGV TAG Center through a written addendum to the MOU signed by all Constituent Agencies it is resolved that:
2. Any Constituent Agency that is not a signatory to this addendum will be withdrawn from the RGV TAG and shall no longer be considered a Constituent Agency of the Texas Anti-Gang (TAG) Center Rio Grande Valley;
3. This Addendum amends, modifies, and revises the Memorandum of Understanding Between The Constituent Agencies of the Texas Anti-Gang (TAG) Center Rio Grande Valley;
4. This Addendum extends the duration of the RGV TAG Center;
5. This Addendum sets forth the terms, conditions and understanding between The City of McAllen, State or Federal Funds Recipient and Fiduciary, and the Constituent Agencies in regard to REIMBURSEMENT of Training Expense with approved State and/or Federal grant funds for Constituent Agency Personnel assigned to the Texas Anti-Gang (TAG) Center Rio Grande Valley;
6. This Addendum sets forth the terms, conditions and understanding between The City of McAllen, State or Federal Funds Recipient and Fiduciary, and the Receiving Jurisdiction/Agency in regard to USE of Equipment purchased with State and/or Federal grant funds;
7. This Addendum sets forth the terms, conditions and understanding between The City of McAllen, State or Federal Funds Recipient and Fiduciary, and the Receiving Jurisdiction/Agency in regard to TRANSFER and RECEIPT of equipment purchased with State and/or Federal grant funds; and
8. This MOU shall remain in effect until terminated in accordance with Section XV of Memorandum of Understanding (MOU) Between The Constituent Agencies of the Texas Anti-Gang (TAG) Center Rio Grande Valley.

Reimbursement of Training Expense.

The City of McAllen, State or Federal Funds Recipient and Fiduciary, and the Constituent Agencies with regard to reimbursement of training expenses with approved State and/or Federal grant funds for Constituent Agency Personnel assigned to the Texas Anti-Gang (TAG) Center Rio Grande Valley agree that:

1. Reimbursement of training expenses is subject to State and/or Federal grant funding.

2. Eligible training expenses shall be training expenses that enable Constituent Agencies to cooperate and collaborate on intelligence, investigations, and criminal activities that enhance combating the shared threat of gangs and other criminal organizations operating in and affecting our region.
3. Eligible training expenses shall be in-state and not exceed five (5) day training events.
4. Constituent Agency Personnel eligible for reimbursement of training expenses with approved State and/or Federal grant funds shall be employees of the Constituent Agency.
5. Constituent Agency Personnel eligible for reimbursement of training expenses with approved State and/or Federal grant funds shall be agency personnel assigned and/or designated a member of the Executive Board, Management Committee, Supervisors Working Group, or Participating Agency Personnel (PAP) as approved at a Meeting of the Principals of the Constituent Agencies of the Texas Anti-Gang (TAG) Center Rio Grande Valley.
6. Constituent Agency Personnel eligible for reimbursement of training expenses with approved State and/or Federal grant funds that are assigned and/or designated as Participating Agency Personnel (PAP) of the Constituent Agencies of the Texas Anti-Gang (TAG) Center Rio Grande Valley shall perform not less than 50% of his/her duties at the Texas Anti-Gang (TAG) Center Rio Grande Valley.
7. Constituent Agency Personnel eligible for reimbursement of training expenses with approved State and/or Federal grant funds shall encumber eligible training expenses at his/her Agency.
8. All encumbered training expenses for Agency Personnel eligible for reimbursement of training expenses with approved State and/or Federal grant funds shall be compliant with all policies, procedures and regulations applicable to and governing the Constituent Agency.
9. The Governing Body of the Constituent Agency, upon reimbursement of training expense to eligible Constituent Agency Personnel, may invoice the City of McAllen, State or Federal Funds Recipient and Fiduciary, for reimbursement to the Governing Body for the eligible training expense.
10. Invoices by the Governing Body of a Constituent Agency submitted to the City of McAllen for reimbursement of an eligible training expense shall be submitted to the City of McAllen within fifteen (15) calendar days after the Governing Body of the Constituent Agency paid the training expense to Agency Personnel encumbering the training expense.
11. Invoices by the Governing Body of a Constituent Agency submitted to the City of McAllen, State or Federal Funds Recipient and Fiduciary, for reimbursement of an eligible training expense shall include complete disclosure of all expenses paid including registration, mode of travel, lodging and per diem expenses; and
12. Pursuant to invoicing, the City of McAllen, State or Federal Funds Recipient and Fiduciary, will reimburse the Governing Body of a Constituent Agency eligible training expenses subject to travel expense policies observed by the City of McAllen, State or Federal Funds Recipient and Fiduciary.

Use of Equipment.

The City of McAllen, State or Federal Funds Recipient and Fiduciary, and the Constituent Agencies in regard to use of equipment purchased with State and/or Federal grant funds agree that:

1. To the fullest extent permitted by applicable law, in no event shall the City of McAllen be liable to Texas Anti-Gang (TAG) Center Rio Grande Valley or any Constituent Agency for any loss, cost, claim, injury, liability, or expense, reasonable attorney's fees, and for any indirect, special, consequential, or punitive damages relating to or arising from any act or omission pertaining to this MOU. The Constituent Agencies intend that the limitations imposed by the City of McAllen on remedies and the measure of damages be without regard to the cause or causes related on any theory of liability arising out of this MOU, including but not limited to, negligence, breach of contract, breach of warranty, breach of representation, tort, or strict liability, whether such negligence or breach be sole, joint or concurrent, active or passive. The Constituent Agencies waives, releases and agrees not to make any claim, litigate, or seek liability against City of McAllen for any such damages.
2. To the fullest extent permitted by applicable law, each Constituent Agency agrees to indemnify, defend, and hold harmless City of McAllen, their elected officials, officers, directors, and employees from and against the full amount of any and all claims, demands, actions, damages, losses, costs, expenses, or liability whatsoever (including without limitation the costs of litigation, including reasonable attorneys' fees), for property (real and personal) damage, personal injury or death, fines, or penalties arising in whole or in part out of the use of equipment.
3. The City of McAllen disclaims any and all representations and warranties in the equipment, whether express, implied or statutory, including any and all representations and warranties regarding merchantability, or fitness for a particular purpose. Without limiting the generality of the foregoing, each Constituent Agency acknowledges that all equipment is provided on an "as is" basis with all faults, and each Constituent Agency assumes all risks in connection with its use of the equipment; and
4. Any disputes arising hereunder along with all questions concerning the construction, validity, enforcement, liability, and interpretation of the MOU, addendums, and equipment transfers shall be interpreted, governed, construed, and enforced in all respects in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Texas or any other jurisdictions) that would cause the application of the laws of any jurisdiction other than the State of Texas. The Constituent Agencies each expressly and irrevocably consent and submit to service, venue, and the exclusive jurisdiction of the state courts sitting in Hidalgo County, Texas for the adjudication of any dispute, action, proceeding, hearing, mediation, arbitration, or litigation arising directly or indirectly out of the Agreement.

Transfer and Receipt of Equipment.

The City of McAllen, State or Federal Funds Recipient and Fiduciary, and the Constituent Agencies in regard to transfer and receipt of equipment purchased with State and/or Federal grant funds agree that:

1. Transfer and Receipt of equipment purchased with State and/or Federal grant funds shall become effective upon signature by the authorized officials of each Constituent Agency and may be

modified, and/or terminated, upon mutual consent of authorized officials of each Constituent Agency.

2. The City of McAllen, State or Federal Funds Recipient and Fiduciary, certifies that the equipment being transferred was acquired by the expenditure of grant funds awarded to the recipient.
3. The Receiving Jurisdiction/Agency certifies that they have received a copy of the Grantee Conditions and Responsibilities Memo (Attachment A) and have knowledge of, and are in compliance with the laws, rules and regulations of the grant, including compliance with all state and federal grant eligibility requirements.
4. The Receiving Jurisdiction/Agency further certifies that they have received a copy of the Sub-Recipient's Grant Award (Attachment B) and agrees to be bound by all the contract covenants and exhibits to the Sub-Recipient's award and any modifications or amendments to that award.
5. The City of McAllen certifies that all Grant Award documents and amendments are included in Attachment B.
6. The City of McAllen further certifies that it is duly authorized and empowered by their governing body to enter into this agreement.
7. The Receiving Jurisdiction/Agency further certifies that it is duly authorized and empowered by their governing body to enter into this agreement.
8. Equipment transferred:
 - a. Item Description: _____
 - b. Model Number: _____
 - c. Serial Number/VIN: _____
 - d. Acquisition Date: _____
 - e. Grant Year/Program: _____
 - f. eGrants Grant Number: _____
 - g. Date of Transfer: _____
9. The City of McAllen, as State or Federal Funds Recipient and Fiduciary, agrees to notify receiving jurisdiction/agency of any known modifications to applicable award requirements within thirty (30) business days of receipt; and
10. The Receiving Jurisdiction/Agency agrees to:
 - a. Maintain compliance with the requirements of federal and state granting agencies;

- b. Maintain all aspects of the asset including property records, physical inventory, control system, maintenance procedures, records retention, disposition, and comply with all grant requirements;
- c. Make available to federal and state granting agencies or the Texas State Auditor's Office, or designees of these agencies, any equipment items and related records upon request;
- d. Ensure that the Sub-recipient is notified via written communication when pass-through equipment is disposed of by the receiving entity in accordance with 2 CFR 200.313 (e) and the Uniform Grant Management System (UGMS), Subpart C, Section_.32 (e) Disposition;
- e. Ensure the equipment is maintained in good working order;
- f. Ensure the equipment is used only as allowable under the grant;
- g. Ensure any deployable equipment will be made available during an event requiring a regional, statewide, or national response: and
- h. Have the responsibility, at its sole cost and expense, for the maintenance, repair, and security of the equipment and shall keep the same in good repair and condition.

This constitutes the sole, entire, and only agreement between the Constituent Agencies concerning the subject matter and supersedes any prior agreements and understandings, whether written or oral. All prior agreements, discussions, representations, warranties, and covenants are merged and no course of prior dealings, no usage of trade, and no course of performance will be used to modify, supplement, or explain any terms or conditions used in this MOU. There are no warranties, representations, covenants, or agreements, express or implied, between the Constituent Agencies except those expressly set forth in the MOU and addendum. The MOU and addendum may not be amended or changed except by written instrument signed by each Constituent Agency. The invalidity of any portion of this MOU and addendum shall not have any effect on the balance thereof.

It is understood and agreed that each Constituent Agency has reviewed and negotiated the terms and provisions of this MOU and addendum and has had the opportunity to contribute to its revision. Accordingly, the rule of construction that ambiguities are resolved against the drafting party shall not be employed in the interpretation of this MOU and addendums. Rather, the terms of this MOU and addendums shall be interpreted to its fair meaning and not strictly in favor or against either party.

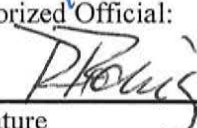
For the City of McAllen Police Department

AGREED and EXECUTED this 19th day of September 2022 by:

Constituent Agency Principal:

	<u>Victor Rodriguez</u>	<u>Chief of Police</u>
Signature	Printed Name	Title

Authorized Official:

	<u>ROEL RODRIGUEZ</u>	<u>City Manager</u>
Signature	Printed Name	Title

For the Hidalgo County Sheriff's Department

AGREED and EXECUTED this _____ day of _____ 2022 by:

Constituent Agency Principal:

_____	_____	_____
Signature	Printed Name	Title

Authorized Official:

_____	_____	_____
Signature	Printed Name	Title

For the Texas Department of Public Safety

AGREED and EXECUTED this _____ day of _____ 2022 by:

Constituent Agency Principal:

_____	_____	_____
Signature	Printed Name	Title

Authorized Official:

_____	_____	_____
Signature	Printed Name	Title

For the Hidalgo County District Attorney's Office

AGREED and EXECUTED this _____ day of _____ 2022 by:

Constituent Agency Principal:

Signature	Printed Name	Title
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Authorized Official:

Signature	Printed Name	Title
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For the City of Brownsville Police Department

AGREED and EXECUTED this _____ day of _____ 2022 by:

Constituent Agency Principal:

Signature	Printed Name	Title
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Authorized Official:

Signature	Printed Name	Title
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For the City of Donna Police Department

AGREED and EXECUTED this _____ day of _____ 2022 by:

Constituent Agency Principal:

Signature	Printed Name	Title
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Authorized Official:

Signature	Printed Name	Title
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For the City of Edinburg Police Department

AGREED and EXECUTED this ____ day of _____ 2022 by:

Constituent Agency Principal:

Signature	Printed Name	Title
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Authorized Official:

Signature	Printed Name	Title
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For the City of Mission Police Department

AGREED and EXECUTED this ____ day of _____ 2022 by:

Constituent Agency Principal:

Signature	Printed Name	Title
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Authorized Official:

Signature	Printed Name	Title
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For the City of Pharr Police Department

AGREED and EXECUTED this ____ day of _____ 2022 by:

Constituent Agency Principal:

Signature	Printed Name	Title
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Authorized Official:

Signature	Printed Name	Title
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For the City of San Juan Police Department

AGREED and EXECUTED this _____ day of _____ 2022 by:

Constituent Agency Principal:

Signature	Printed Name	Title
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Authorized Official:

Signature	Printed Name	Title
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For the City of Weslaco Police Department

AGREED and EXECUTED this _____ day of _____ 2022 by:

Constituent Agency Principal:

Signature	Printed Name	Title
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Authorized Official:

Signature	Printed Name	Title
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For the US DHS CBP Border Patrol

AGREED and EXECUTED this _____ day of _____ 2022 by:

Constituent Agency Principal:

Signature	Printed Name	Title
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Authorized Official:

Signature	Printed Name	Title
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For the US DHS CBP ICE ERO

AGREED and EXECUTED this _____ day of _____ 2022 by:

Constituent Agency Principal:

Signature

Printed Name

Title

Authorized Official:

Signature

Printed Name

Title

For the US DHS CBP ICE HSI

AGREED and EXECUTED this _____ day of _____ 2022 by:

Constituent Agency Principal:

Signature

Printed Name

Title

Authorized Official:

Signature

Printed Name

Title

For the US DHS Secret Service

AGREED and EXECUTED this _____ day of _____ 2022 by:

Constituent Agency Principal:

Signature

Printed Name

Title

Authorized Official:

Signature

Printed Name

Title

For the US DOJ ATF

AGREED and EXECUTED this _____ day of _____ 2022 by:

Constituent Agency Principal:

Signature	Printed Name	Title
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Authorized Official:

Signature	Printed Name	Title
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For the US DOJ DEA

AGREED and EXECUTED this _____ day of _____ 2022 by:

Constituent Agency Principal:

Signature	Printed Name	Title
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Authorized Official:

Signature	Printed Name	Title
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For the US DOJ FBI

AGREED and EXECUTED this _____ day of _____ 2022 by:

Constituent Agency Principal:

Signature	Printed Name	Title
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Authorized Official:

Signature	Printed Name	Title
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RESERVED

AGREED and EXECUTED this _____ day of _____ 2022 by:

Constituent Agency Principal:

Signature

Printed Name

Title

Authorized Official:

Signature

Printed Name

Title

RESERVED

AGREED and EXECUTED this _____ day of _____ 2022 by:

Constituent Agency Principal:

Signature

Printed Name

Title

Authorized Official:

Signature

Printed Name

Title

RESERVED

AGREED and EXECUTED this _____ day of _____ 2022 by:

Constituent Agency Principal:

Signature

Printed Name

Title

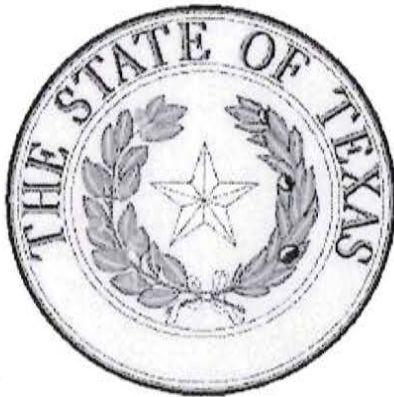
Authorized Official:

Signature

Printed Name

Title

Attachment A



Office of the Governor

Public Safety Office

Criminal Justice Division &
Homeland Security Grants Division

Grantee Standard Conditions and Responsibilities

September 2021

About This Document

In this document, grantees (also referred to as subrecipients) will find state and federal requirements and conditions applicable to grant funds administered by the Office of the Governor (OOG). These requirements and conditions are incorporated into the Grant Agreement accepted by a grant's Authorized Official.

These requirements are in addition to those that can be found on the eGrants system – including the Grant Application and Grant Award – or in documents identified there, to which grantees agreed when applying for and accepting the grant. Other state and federal requirements and conditions may apply to your grant, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code; Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code; the Texas Grant Management Standards (TxGMS) published by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made; for federal funding, the Funding Announcement or Solicitation under which OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice (DOJ), the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the grantee.

It is important for grantees to review all of these policies to successfully manage their grant, maintain eligibility for funding, and avoid violating the terms of the Grant Agreement, any of which could result in the revocation of funding or other actions.

For clarification or further information, please see the Guide to Grants and other support materials at <https://eGrants.gov.texas.gov> or contact the grant manager assigned to the relevant grant. If no grant manager has been assigned, please contact the eGrants help desk via email at: eGrants@gov.texas.gov, or via telephone at: (512) 463-1919 or dial 7-1-1 for relay services.

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1 Grant Agreement Requirements and Conditions

1.1 *Applicability of Grant Agreement and Provisions*

The Grant Agreement is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

If any term or provision of this Grant Agreement is found to be invalid or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The invalid term or invalid provision shall be deemed severable and stricken from the Grant Agreement as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the grant close-out, maximum liability of OOG, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, disclaimers and limitation of liability, indemnification, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

1.2 *Legal Authority to Apply*

The grantee certifies that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been or will be 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.

1.3 *Amendments and Changes to the Grant Agreement*

OOG and the grantee may agree to make adjustments to the grant budget and detailed budget as documented in eGrants. Adjustments include, but are not limited to, modifying the scope of the grant project, adding funds to previously un-awarded cost items or categories, or changing funds in any awarded cost items or category or changing grant officials. OOG, at its sole discretion, and upon written notice by OOG to the grantee of any proposed adjustment, and after the grantee has had an opportunity to respond to the proposed adjustment, may adjust the grantee's Budget, Grant Narrative, Special Conditions, Period of Performance, and/or any other items as deemed appropriate by OOG, at any time, during the term of this Grant Agreement.

The grantee has no right or entitlement to reimbursement with grant funds. OOG and grantee agree that any act, action or representation by either Party, their agents or employees that purports to waive or alter the terms of the Grant Agreement or increase the maximum liability of OOG is void unless a written amendment to this Grant Agreement is first executed and documented in eGrants. The grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of OOG in excess of the "Maximum Liability of the OOG" as set forth in the Statement of Grant Award (SOGA).

Any alterations, additions, or deletions to the terms of this Grant Agreement must be documented in eGrants to be binding upon the Parties.

1.4 General Responsibility

The grantee is responsible for the integrity of the fiscal and programmatic management of the grant project; accountability for all funds awarded; and compliance with OOG administrative rules, policies and procedures, and applicable federal and state laws and regulations.

Grant funds may be used only for the purposes in the grantee's approved application. The recipient shall not undertake any work or activities that are not described in the grant application, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from OOG.

The grantee will maintain an appropriate financial management and grant administration system to ensure that all terms, conditions and specifications of the grant are met.

1.5 Terms and Conditions

The grantee will comply with the terms and conditions as set forth and required in the funding announcement under which the approved application was submitted, the application, and award in eGrants. Notwithstanding the imposition of corrective actions, financial hold, and/or sanctions, the grantee remains responsible for complying with these terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with the grant agreement. The failure of OOG to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of OOG's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this grant agreement shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this grant agreement.

To the extent the terms and conditions of this grant agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this grant agreement and in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this grant agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this grant agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the grant agreement.

1.6 Special Conditions

Special Conditions may be imposed by OOG, at its sole discretion and at any time, without amending this Grant Agreement. Failure by OOG to provide notice does not absolve grantee of compliance with any special conditions. OOG may place grantee on immediate financial hold, without further notice, until all Special Conditions, if any, are met.

1.7 Public Information

Notwithstanding any provisions of this Grant Agreement to the contrary, the grantee acknowledges that the State of Texas, OOG, and this Grant Agreement are subject to the Texas Public Information Act,

Texas Government Code Chapter 552 (the "PIA"). The grantee acknowledges that OOG will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

The grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OOG, is subject to the PIA, whether created or produced by the grantee or any third party, and the grantee 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 OOG or State of Texas. The grantee will cooperate with OOG in the production of documents or information responsive to a request for information.

Information provided by or on behalf of the grantee under, pursuant to, or in connection with this Grant Agreement that the grantee considers proprietary, financial, trade secret, or otherwise confidential information (collectively "Confidential Information") shall be designated as such when it is provided to OOG or State of Texas or any other entity in accordance with this Grant Agreement. Merely making a blanket claim that the all documents are protected from disclosure because they may contain some proprietary or confidential information may not render the whole of the information confidential. Any information which is not clearly identified as proprietary or confidential is subject to release in accordance with the Act. OOG agrees to notify the grantee in writing within a reasonable time from receipt of a request for information covering the grantee's Confidential Information. OOG will make a determination whether to submit a Public Information Act request to the Attorney General.

The grantee agrees to maintain the confidentiality of information received from OOG or State of Texas during the performance of this Grant Agreement, including information which discloses confidential personal information particularly, but not limited to, personally identifying information, personal financial information and social security numbers.

The grantee must immediately notify and provide a copy to OOG of any Public Information Request or other third-party request for the disclosure of information it receives related to this Grant award.

1.8 Remedies for Non-Compliance

If OOG determines that the grantee materially fails to comply with any term of this grant agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or any other applicable requirement, OOG, in its sole discretion and consistent with any applicable OOG Administrative Rules, may take actions including:

1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by OOG;
2. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
3. Disallowing claims for reimbursement;
4. Wholly or partially suspending or terminating this grant;
5. Requiring return or offset of previous reimbursements;
6. Prohibiting the grantee from applying for or receiving additional funds for other grant programs administered by OOG until repayment to OOG is made and any other compliance or audit finding is satisfactorily resolved;
7. Reducing the grant award maximum liability of OOG;

8. Terminating this Grant Agreement;
9. Imposing a corrective action plan;
10. Withholding further awards; or
11. Taking other remedies or appropriate actions.

The grantee costs resulting from obligations incurred during a suspension or after termination of this grant are not allowable unless OOG expressly authorizes them in the notice of suspension or termination or subsequently.

OOG, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

1.9 False Statements by Grantee

By acceptance of this grant agreement, the grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this grant agreement. If applicable, the grantee will comply with the requirements of 31 USC § 3729, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the grantee signs or executes the grant agreement with a false statement or it is subsequently determined that the grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this grant agreement, then OOG may consider this act a possible default under this grant agreement and may terminate or void this grant agreement for cause and pursue other remedies available to OOG under this grant agreement and applicable law. False statements or claims made in connection with OOG grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

1.10 Conflict of Interest Safeguards

The grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The grantee will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this Grant Agreement.

The grantee must disclose, in writing, within fifteen (15) calendar days of discovery, any existing, actual or potential conflicts of interest relative to its performance under this Grant Agreement.

The grantee is and shall remain in compliance during the term of this Grant Agreement with Texas Government Code, Section 669.003, Contracting with Executive Head of State Agency; and Section 572, Employment of Former State Officer or Employee of State Agency. The grantee certifies that it is not ineligible to receive this Grant Agreement under Texas Government Code, section 2155.004, regarding the financial participation by a person who received compensation from OOG or another state agency to participate in preparing the specifications or request for proposals on which the bid or contract is based, and acknowledges that this Grant Agreement may be terminated and payment withheld if this certification is inaccurate.

The grantee has not given or offered to give, nor does the grantee intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of OOG, at any time during the award of this grant or in connection with this Grant Agreement, except as allowed under relevant state or federal law. The grantee nor its personnel or entities employed in rendering services under this grant agreement have, nor shall they knowingly acquire, any interest that would be adverse to or conflict in any manner with the performance of the grantee's obligations under this grant agreement.

1.11 Fraud, Waste, and Abuse

- A. The grantee understands that OOG does not tolerate any type of fraud, waste, or misuse of funds received from OOG. OOG's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, OOG policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. The grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

In the event grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from OOG that is made against the grantee, the grantee is required to immediately notify OOG of said allegation or finding and to continue to inform OOG of the status of any such on-going investigations. The grantee must also promptly refer to OOG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Grantees must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OOG in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits, or indictments to OOG. If a federal or state court or administrative agency renders a judgement or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgement or order to OOG.

The grantee is expected to report any possible fraudulent or dishonest acts, waste, or abuse to OOG's Fraud Coordinator or Ethics Advisor at (512) 463-1788 or in writing to: Ethics Advisor, Office of the Governor, P.O. Box 12428, Austin, Texas 78711.

- B. Restrictions and certifications regarding non-disclosure agreements and related matters. No grantee or subgrantee under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information),

Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient:
 - a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to OOG, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that federal agency.
2. If the recipient does or is authorized under this award to make subawards ("subgrants") or procurement contracts, or both:
 - a. It represents that:
 - i. It has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. It certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to OOG, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by OOG.

These provisions apply to all grantees and subgrantees or subcontractors.

1.12 Dispute Resolution

The Parties' representatives will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OOG, the grantee shall continue performance and shall not be excused from performance during the period any breach of Grant Agreement claim or dispute is pending.

The laws of the State of Texas govern this Grant Agreement and all disputes arising out of or relating to

this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements.

Venue for any grantee-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Travis County District Court or the United States District Court, Western District of Texas - Austin Division. Venue for any OOG-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement may be commenced in a Texas state district court or a United States District Court selected by OOG in its sole discretion.

The grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts referenced above for the purpose of prosecuting and/or defending such litigation. The grantee 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 the grantee 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.

1.13 Funds Limited by Agreement and Subject to Availability

The grantee agrees that nothing in this grant will be interpreted to create an obligation or liability of OOG in excess of the funds delineated in this grant. The grantee agrees that funding for this grant is subject to the actual receipt by OOG of grant funds (state and/or federal) appropriated to OOG for the grant program. The grantee agrees that the grant funds, if any, received from OOG may be limited by the term of each state biennium and by specific appropriation authority to and the spending authority of OOG for the purpose of this grant. The grantee agrees that notwithstanding any other provision of this grant, if OOG is not appropriated the funds or if OOG does not receive the appropriated funds for this grant program, or if the funds appropriated to OOG for this grant program are required to be reallocated to fund other federal or state programs or purposes, OOG is not liable to pay the grantee the maximum liability amount specified in the SOGA or any other remaining balance of unpaid funds. If OOG or the program fund becomes subject to legislative change, revocation of statutory authority, lack of appropriated funds, or unavailability of funds which would render performance under this grant agreement impossible, this grant agreement may be immediately terminated without recourse, liability, or penalty against OOG upon written notice to grantee.

1.14 Termination of the Agreement

OOG may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against OOG, upon written notice to grantee. In the event grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, OOG may, upon written notice to grantee, terminate this agreement for cause, without further notice or opportunity to cure. Such notification of Termination for Cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

OOG and grantee may mutually agree to terminate this Grant Agreement. OOG in its sole discretion will determine if, as part of the agreed termination, grantee is required to return any or all of the disbursed grant funds.

Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Agreement. Following termination by OOG, grantee shall continue to be obligated to OOG for the return of grant funds in accordance with applicable provisions

of this Grant Agreement. In the event of termination under this Section, OOG's obligation to reimburse grantee is limited to allowable costs incurred and paid by the grantee prior to the effective date of termination, and any allowable costs determined by OOG in its sole discretion to be reasonable and necessary to cost-effectively terminate the grant. Termination of this Grant Agreement for any reason or expiration of this Grant Agreement shall not release the Parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

1.15 Communication with Grantee

Notice may be given to the grantee via eGrants, email, hand-delivery, delivery service, or United States Mail. Notices to the grantee will be sent to the name and address supplied by grantee in eGrants.

1.16 Limitation of Liability

To the extent allowed by law, the grantee agrees to indemnify and hold harmless 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 grantee's performance under this grant agreement. The grantee shall be liable to pay all costs of defense including attorneys' fees. The defense shall be coordinated by grantee with OOG and the Office of the Attorney General when OOG, the State of Texas or its employees, agents, officers, representatives, contractors and/or designees are named defendants in any lawsuit and grantee may not agree to any settlement without first obtaining the concurrence from OOG and the Office of the Attorney General. The grantee and OOG agree to furnish timely written notice to each other of any such claims.

The grantee further agrees to indemnify and hold harmless, to the extent allowed by law, 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, that arise from any acts or omissions of grantee or any of its officers, employees, agents, contractors, and assignees, relating to this grant agreement regardless of whether the act or omission is related to this grant agreement. The defense shall be coordinated by grantee, OOG and the Office of the Attorney General when OOG, the State of Texas or its employees, agents, officers, representatives, contractors and/or designees are named defendants in any lawsuit and grantee may not agree to any settlement without first obtaining the concurrence from OOG and the Office of the Attorney General. The grantee and OOG agree to furnish timely written notice to each other of any such claims.

The grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by OOG, its officers, employees, agents, or contractors or the State of Texas of any privileges, rights, defenses, remedies, or immunities from suit and liability that OOG or the State of Texas may have by operation of law.

1.17 Liability for Taxes

The grantee agrees and acknowledges that grantee shall be entirely responsible for the liability and payment of grantee's and grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The grantee agrees to comply with all state and federal laws applicable to any

such persons, including laws regarding wages, taxes, insurance, and workers' compensation. OOG and/or the State of Texas shall not be liable to the grantee, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee or employee of OOG.

1.18 Force Majeure

Neither the grantee nor OOG shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, flood, natural disaster, or interruption of utilities from external causes. Each Party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

1.19 Debt to State

The grantee agrees, to the extent grantee owes any debt (child support or other obligation) or delinquent taxes to the State of Texas, any payments grantee is owed under this Grant Agreement may be applied by the Comptroller of Public Accounts toward any such debt or delinquent taxes until such debt or delinquent taxes are paid in full.

1.20 Grantee an Independent Contractor

The grantee expressly agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of grantee be considered an employee, agent, servant, joint venturer, joint enterpriser or partner of OOG or the State of Texas. The grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. All persons furnished, used, retained, or hired by or on behalf of the grantee or any of the grantee's contractors shall be considered to be solely the employees or agents of the grantee or the grantee's contractors. The grantee or grantee'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. The grantee agrees to take such steps as may be necessary to ensure that each contractor of the grantee 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 OOG or the State of Texas. The grantee is responsible for all types of claims whatsoever due to actions or performance under this Grant Agreement, 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.

1.21 No Assignment of Rights or Obligations

The grantee may not assign this Grant Agreement or any of its rights or obligations under this Grant Agreement to any third party or entity. Any attempted assignment without OOG's prior written consent is void and may result in the termination of this Grant Agreement.

1.22 Funds Are for Sole Benefit of Grantee

It is expressly agreed that any solicitation for or receipt of funds of any type by the grantee is for the sole benefit of the grantee and is not a solicitation for or receipt of funds on behalf of OOG or the Governor of the State of Texas.

1.23 Permission for Use of OOG Name and Labeling

Other than the required statements listed in this document, grantee shall not use OOG's name or refer to OOG directly or indirectly in any media release, public service announcement, or public service disclosure relating to this Grant Agreement or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from OOG. This Section is not intended to and does not limit the grantee's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act. This Section is not intended to and does not limit OOG's duties and obligations to report this Grant Agreement, any grant payments made under this Grant Agreement, any contract compliance or performance information or other state or federal reporting requirements applicable to OOG.

1.24 Acknowledgement of Funding and Disclaimer

All publications, including websites, produced in full or in part with grant funds awarded by OOG must include an acknowledgement of the funding and a disclaimer of non-endorsement by the funding agency. In general, no publication may convey OOG's or any federal funding agency's (i.e. DOJ or FEMA) official recognition or endorsement of the recipient's project simply based on having received funding. For websites, the acknowledgement should be present somewhere on all major entry pages. Acknowledgement language for grants made through state fund sources is below and language for grants made through specific federal fund sources is included within the fund specific conditions memo.

For any state grant program: "This [website/report/study/project/etc.] is funded [insert "in part", if applicable] through a grant from the Public Safety Office of the Texas Office of the Governor. Neither the Office of the Governor nor any of its components operate, control, are responsible for, or necessarily endorse, this website (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

1.25 Royalty-Free License

Pursuant to 2 CFR 200.315(b), the grantee may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OOG (and the federal funding agency, if the work is funded with a federal grant) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state (or Federal) purposes:

- A. Any work subject to copyright developed under an award or subaward; and
- B. Any rights of copyright to which a grantee or subgrantee or subcontractor purchases ownership with state (or Federal) support.

The recipient acknowledges that OOG (and the federal funding agency) have the right to:

- A. Obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and
- B. Authorize others to receive, reproduce, publish or otherwise use such data for state (or federal) purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data-general).

It is the responsibility of the grantee (and of each subgrantee or subcontractor if applicable) to ensure that this condition is included in any subaward under this award. The grantee has the responsibility to obtain from subgrantees, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subgrantee contractor, or subcontractor refuses to accept terms affording the Government such rights, the grantee shall promptly bring such refusal to the attention of the OOG program manager for the award and not proceed with the agreement in question without further authorization from OOG.

1.26 Project 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. OOG will not be obligated to reimburse expenses incurred after the performance period.

1.27 Project Commencement

The grantee must take reasonable steps to commence project activities upon receiving notice of a grant award. 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 grantee must submit a statement to OOG explaining the implementation delay. Upon receipt of the 90-day letter, OOG may cancel the project and redistribute the funds to other project areas. OOG may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

1.28 Project Close Out

OOG 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 grantee.

The grantee 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 OOG.

The grantee must promptly refund any balances of unobligated cash that OOG paid in advance or paid and that are not authorized to be retained by the grantee for use in other projects.

1.29 Federal Program Laws, Rules, and Guidelines

The grantee must comply with applicable provisions of federal and state law and regulations, terms and conditions applicable to the federal awards providing funding for the grant award, and any applicable program guidelines, which may include:

- A. The Omnibus Crime Control and Safe Streets Act of 1968 (as amended - 42 U.S.C 3711 etseq.);

- B. Victims of Crime Act (VOCA) program guidelines, including the VOCA Final Rule effective August 8, 2016 and included in 28 CFR 94;
- C. Violence Against Women Act (VAWA) relevant statutory and regulatory requirements, including the Violence Against Women Act of 1994 (P.L., 103-322), the Violence Against Women Act of 2000 (P.L. 106-386), the Violence Against Women and Department of Justice Reauthorization Act of 2005 (P.L. 109-162), the Violence Against Women Reauthorization Act of 2013 (P.L. 113-4), the Office on Violence Against Women's (OVW) implementing regulations at 28 CFR Part 90, OVW's general terms and conditions available at <http://www.justice.gov/ovw/grantees> (these do not supersede any specific conditions in the grant agreement), and the financial and administrative requirements set forth in the current edition of the Office on Violence Against Women (OVW) Financial Grants Management Guide;
- D. The provisions of the current edition of the Department of Justice Grants Financial Guide;
- E. If the grantee uses grant funds to undertake research involving human subjects, the grantee may be subject to Department of Justice (DOJ) Office of Justice (OJP) policies and requirements adopted by OOG related to human subjects found in 28 CFR Part 46;
- F. Section 2002 of the Homeland Security Act of 2002, as amended (P.L. 107-296) (6 U.S.C. § 603);
- G. If grantee receives a grant award 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). Any subgrants or contracts made by the grantee in excess of \$150,000 must contain this provision.
- H. All other applicable Federal laws, orders, circulars, or regulations.

1.30 Applicability of Part 200 Uniform Requirements for Federally Funded Awards

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200 apply to any grants funded through an award from a Federal agency.

1.31 Required State Assurances

The grantee must comply with the applicable State Assurances included within TxGMS, which are incorporated here by reference in the award terms and conditions.

2 Organizational Eligibility

2.1 Good Standing for Eligible Grantees

- A. The grantee is in good standing under the laws of the State in which it was formed or organized, and has provided OOG with any requested or required documentation to support this certification.
- B. The grantee agrees to remain in good standing with any state or federal governmental bodies related to the grantee's right to conduct its business in Texas, including but not limited to the Texas Secretary of State and the Texas Comptroller of Public Accounts, as applicable.

- C. The grantee owes no delinquent taxes to any taxing unit of this State as of the effective date of this Grant Agreement.
- D. The grantee 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 for additional information and guidance.
- E. The grantee has or will obtain all licenses, certifications, permits, and authorizations necessary to perform its obligations under this Grant Agreement, without costs to OOG.
- F. The grantee is currently in good standing with all licensing, permitting or regulatory bodies that regulate any or all aspects of grantee's business or operations.
- G. The grantee agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.
- H. The grantee 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 Grant Agreement.
- I. The grantee does not have any existing claims against or unresolved audit exceptions with the State of Texas or any agency of the State of Texas.

2.2 *System for Award Management (SAM) Requirements*

- A. The grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency). These requirements include maintaining current registrations and the currency of the information in SAM. The grantee will review and update information at least annually 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.
- B. Applicable to this Grant Agreement is the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing - Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001, and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's System for Award Management (SAM), <https://www.sam.gov>, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.
- C. The grantee 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. The grantee 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.
- D. The grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the grantee is in compliance with the State of Texas

statutes and rules relating to procurement and that the grantee is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

2.3 Criminal History Reporting

Counties or other governmental entities required to maintain and report criminal history records per the Texas Code of Criminal Procedure, Ch. 60, must maintain compliance with that statute and Governor's Executive Order GA-07, Order 8, in order to obtain or maintain eligibility for OOG grant funds.

2.4 Uniform Crime Reporting

Local units of governments operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To maintain eligibility for funding, grantees must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, grantees are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

2.5 Immigration Related Matters

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3).

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code which prohibits local entity or campus police departments from: (1) adopting, enforcing, or endorsing a policy under which the entity or department prohibits or materially limits the enforcement of immigration laws; (2) as demonstrated by pattern or practice, prohibiting or materially limiting the enforcement of immigration laws; or (3) for an entity that is a law enforcement agency or for a department, as demonstrated by pattern or practice, intentionally violate Article 2.251, Code of Criminal Procedure.

2.6 E-Verify

- A. The grantee shall comply with the requirements of the Immigration Reform and Control Acts of 1986 and 1990 ("IRCA") regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services in the United States of America under this Grant Agreement, if any, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") enacted on September 30, 1996.
- B. The grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Grant Agreement, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:
 - 1. All persons employed to perform duties within Texas, during the term of the Grant; and
 - 2. All persons employed or assigned by the grantee to perform work pursuant to the Grant Agreement, within the United States of America.

If this certification is falsely made, the Grant Agreement may be terminated.

- C. If applicable, grantee will comply with Executive Order RP-80 regarding the U.S. Department of Homeland Security's E-Verify system.

2.7 Deceptive Trade Practices Violations

The grantee represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that the grantee has not been found to be liable for such practices in such proceedings. The grantee certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit, and that such officers have not been found to be liable for such practices in such proceedings. The grantee shall notify OOG in writing within five (5) calendar days if grantee or any of its officers are subject to allegations of Deceptive Trade Practices or are the subject of alleged violations of any unfair business practices in an administrative hearing or court suit, and that the grantee or officers have been found to be liable for such practices in such proceedings.

2.8 Hurricane Contract Violations

Texas law prohibits OOG from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, Hurricane Harvey, or any other disaster, as defined by section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under section 2155.006 and 2261.053 of the Texas Government Code, the grantee certifies that the entity named in this Grant Agreement is not ineligible from entering into this Grant Agreement and acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2.9 Terminated Contracts

The grantee has not had a contract terminated or been denied the renewal of any contract for non-

compliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the grantee does have such a terminated contract, the grantee shall identify the contract and provide an explanation for the termination. The grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2.10 Special Requirements for 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, 3, and 5, 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 grantee may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;

2.11 Special Requirements for Non-Profit Grantees

Each non-profit corporation receiving funds from OOG must obtain and have on file a blanket fidelity bond that indemnifies OOG against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the OOG grant period.

By accepting funds under this award, any non-profit grantee certifies and affirmatively asserts that it is a non-profit organization and that it keeps on file, and is available upon audit, either:

- A. A copy of the recipient's 501(c)(3) designation letter;
- B. A letter from the State of Texas stating that the recipient is a non-profit organization operating within Texas; or
- C. A copy of the grantee's Texas certificate of incorporation that substantiates its non-profit status.

Grantees that are local non-profit affiliates of state or national non-profits should have available proof of (1), (2), or (3), and a statement by the state or national parent organization that the recipient is a local non-profit affiliate.

Non-profit recipients of Victims of Crime Act (VOCA) funding that are not a 501(c)(3) organization finally certified by the Internal Revenue Service must make their financial statements available online.

Church, mosque, and synagogue recipients of Nonprofit Security Grant Program funding are not required to apply for and receive a recognition of exemption under section 501(c)(3). Such organizations are automatically exempt if they meet the requirements of section 501(c)(3).

2.12 Special Requirements for Facilities or Entities that Collect Sexual Assault/Sex Offense Evidence or Investigates/Prosecutes Sexual Assault or other Sex Offenses

Texas Government Code, Section 420.034, requires any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, to participate in a statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Failure to comply with the requirements of Chapter 420, Subchapter B or Subchapter B-1, of the Texas Government Code may be used to determine ongoing eligibility for receiving OOG grant funds.

2.13 Firearm Suppressor Regulation

Texas Government Code, Section 2.103, prohibits state agencies, municipalities, counties, special districts or authorities, as defined in Section 2.101 of the Texas Government Code, from receiving state grant funds if the entity adopts a rule, order, ordinance, or policy that enforces or allows the enforcement of a federal law that purports to regulate a firearm suppressor if the federal statute, order, rule or regulation imposes a prohibition, restriction, or other regulation that does not exist under the laws of the State of Texas.

2.14 Enforcement of Public Camping Bans

Texas Government Code, Section 364.004, prohibits municipalities or counties, as defined in Section 364.001 of the Texas Government Code, from receiving state grant funds if a judicial determination is made that the local entity adopts or enforces a policy, as described in Section 364.002 of the Texas Government Code, that prohibits or discourages the entity from the enforcement of any public camping ban.

2.15 Prohibition on Agreements with Certain Foreign-Owned Companies in Connection with Critical Infrastructure

Texas Government Code, Chapter 113 and Section 2274.0102, prohibits an entity or company from entering into an agreement with a company or entity that is headquartered in, owned by, or the majority of stock is held or controlled by China, Iran, North Korea, Russia or a country designated by the governor as a threat to critical infrastructure, as defined in Section 113.001 or Section 2274.0101 of the Texas Government Code, if the agreement is related to and grants access to or control of critical infrastructure in the State of Texas.

3 Civil Rights

3.1 Compliance with Civil Rights and Nondiscrimination Requirements

- A. The grantee will comply with all State and Federal statutes relating to civil rights and nondiscrimination and ensure, in accordance with federal civil rights laws, that the grantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

- B. The grantee will comply, and all its contractors and subgrantees will comply, with all federal statutes and rules relating to civil rights and nondiscrimination. These include but are not limited to:
1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
 2. Title IX of the Education Amendments of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
 3. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990 (42 USC § 12131-34);
 4. The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age;
 5. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism;
 7. Sections §§ 523 and 527 of the Public Health Service Act of 1912 (42 USC 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 8. Title VIII of the Civil Rights Act of 1968 (42 USC § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
 9. Title I, II, and III of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities;
 10. Any other nondiscrimination provisions in the specific statute(s) or the state or federal solicitation or funding announcement under which application for grant funds is being made, including but not limited to:
 - i. **Section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968** (codified at 34 U.S.C. 10228(c); see also 34 U.S.C. 11182(b)),
 - ii. **Section 1407(e) of the Victims of Crime Act of 1984** (codified at 34 U.S.C. 20110(e))
 - iii. **Section 40002(b)(13) of the Violence Against Women Act of 1994** (codified at 34 U.S.C. 12291(b)(13))
- C. A nondiscrimination provision that deals with discrimination in employment on the basis of religion is read *together* with the pertinent provisions of the Religious Freedom Restoration Act of 1993. As a result, even if an otherwise-applicable nondiscrimination provision states that a recipient or subrecipient may not discriminate in employment based on religion, an OJP recipient or subrecipient that is a faith-based organization *may* consider religion in hiring, *provided* it satisfies particular requirements. Additional information on those requirements can be found at <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm#4>.
- D. Collectively, these federal laws prohibit a grantee from discriminating either in employment (subject to the exemption for certain faith-based organizations discussed in C. above) or in the delivery of

services or benefits on the basis of race, color, national origin, sex, religion, or disability.

- E. In the event any federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin (including limited English proficiency), or sex against the grantee, or the grantee settles a case or matter alleging such discrimination, the grantee must forward a copy of the complaint and findings to OOG and, as applicable, the Office of Justice Programs Office for Civil Rights (OCR), or the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
- F. **All recipients of Department of Justice Grants** must review the Information on Civil Rights for grantees posted on the eGrants website. More information on Civil Rights and Nondiscrimination requirements for grantees receiving funding originating from the Department of Justice can be found at <https://ojp.gov/about/ocr/statutes.htm>.

3.2 *Limited English Proficiency*

The grantee will comply with Title VI of the Civil Rights Act of 1964, which prohibits grantees from discriminating on the basis of national origin in the delivery of services or benefits, entails taking reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to funded programs or activities. An LEP person is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. Meaningful access may entail providing language assistance services, including oral interpretation and written translation, where necessary. In order to facilitate compliance with Title VI, grantees are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. More information can be found at <http://www.LEP.gov>.

3.3 *Equal Employment Opportunity Plan*

All recipients of Department of Justice grants must submit the Equal Employment Opportunity Plan (EEOP) certification information to the Office of Civil Rights, Office of Justice Programs through their on-line [EEOP Reporting Tool](#). For more information and guidance on how to complete and submit the federal EEOP certification information, please visit the US Department of Justice, Office of Justice Programs website at <https://ojp.gov/about/ocr/eeop.htm>.

The grantee acknowledges that failure to submit an acceptable EEOP (if recipient is required to submit one), that is approved by the Office for Civil Rights, is a violation of the Grant Agreement and may result in suspension or termination of funding, until such time as the recipient is in compliance.

4 Personnel

4.1 *Overtime*

Overtime is allowable to the extent that it is included in the OOG-approved budget, the grantee agency has an overtime policy approved by its governing body, and both grant-funded and non-grant funded 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 grantee 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 grantee agency.

4.2 *Notification of Grant-Contingent Employees*

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 OOG.

5 Travel

5.1 *Travel Policies*

The grantee must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established written policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

6 Contracts and Procurement

6.1 *Procurement Practices and Policies*

The grantee must follow applicable Federal and State law, Federal procurement standards specified in regulations governing Federal awards to non-Federal entities, 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.

- A. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition.
- B. When any contractual or equipment procurement is anticipated to be in excess of Simplified Acquisition Threshold, grantees must submit a Procurement Questionnaire <https://eGrants.gov.texas.gov/updates.aspx> to OOG for approval prior to procurement. Grantees 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.
- C. When contractual or equipment procurement is anticipated to be in excess of \$10,000, grantees must address termination for cause and for convenience by the grantee including the manner by which it will be affected and the basis for settlement.

6.2 *Subcontracting*

The grantee may not subcontract any of its rights or duties under this Grant Agreement without the prior written approval of OOG. It is within OOG's sole discretion to approve any subcontracting. In the event OOG approves subcontracting by the grantee, the grantee will ensure that its contracts with others shall require compliance with the provisions of this Grant Agreement to the extent compliance is needed to support the grantee's compliance with this Grant Agreement. The grantee, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this Grant

Agreement and that OOG shall not be liable in any manner to any grantee subcontractor.

6.3 *Buy Texas*

If applicable with respect to any services purchased pursuant to this Grant Agreement, the grantee will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and within a comparable period of time when compared to non-Texas products and materials.

6.4 *Contract Provisions Under Federal Awards*

All contracts made by a grantee under a federal award must contain the provisions outlined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

7 Equipment Requirements

7.1 *Property Management and Inventory*

The grantee must ensure equipment purchased with grant funds is used for the purpose of the Grant and as approved by OOG. The grantee 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 grantee must account for any real and personal property acquired with grant funds or received from the Federal Government in accordance with 2 CFR 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the grantee, according to the requirements listed herein, and provided to OOG upon request, if applicable.

When original or replacement equipment acquired under this award by the grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or OOG, the grantee must make proper disposition of the equipment pursuant to 2 CFR 200 or TxGMS, as applicable.

The grantee shall not give any security interest, lien or otherwise encumber any item of equipment purchased with grant funds.

The grantee will maintain specified equipment management and inventory procedures for equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of \$5,000 or greater, any firearms, any items on the Prohibited or Controlled Expenditures list, and the following equipment with costs between \$500 and \$4,999: sound systems and other audio equipment, still and video cameras, TVs, video players/recorders, desktop computers, laptop computers, data projectors, smartphones, tablets, other hand held devices, mobile/portable radios, and unmanned aerial vehicle (UAV) drones. (See Texas Government Code, Sec. 403.271(b) for further information. Users of these standards should contact

the Texas Comptroller of Public Accounts' property accounting staff or review the Comptroller's State Property Accounting Process User's Guide, Appendix A, available on the internet, for the most current listing.) The equipment and inventory procedures include:

- A. The grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and the final Financial Status Report and shall be available to OOG at all times upon request.
- B. At least every two (2) years, grantee must take a physical inventory and reconcile the results with property records.
- C. The grantee 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.
- D. The grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment.

Upon termination of this Grant Agreement, title, use, and disposal of equipment by the grantee shall be in conformity with TxGMS; however, as between OOG and the grantee title for equipment will remain with the grantee, unless TxGMS requires otherwise.

7.2 Maintenance and Repair

The grantee will maintain, repair, and protect all equipment purchased in whole or in part with grant funds so as to ensure the full availability and usefulness of such equipment. In the event the grantee is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this Grant Agreement, the grantee shall use the proceeds to repair or replace said equipment.

7.3 Automated License Plate Readers

Any grantee 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. Grantees must provide OOG with a copy of the certification received from DPS Crime Records Division.

8 Information Technology

8.1 Accessibility Requirements

If applicable, the grantee will comply with the State of Texas Accessibility requirements for Electronic

and Information Resources specified in Title 1, Chapter 213 of the Texas Administrative Code when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. Likewise, if applicable, the grantee shall provide the Texas Department of Information Resources (DIR) with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). A company not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov>.

8.2 Criminal Intelligence System Operating Procedures

Any information technology system funded or supported by these funds must comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies. Any grant-funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 CFR Part 23 at least once for each continuous two-year period that the person has responsibility for entering data into or retrieving data from an intelligence database.

8.3 Blocking Pornographic Material

The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

8.4 Cybersecurity Training

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible.

9 Indirect Costs

9.1 Approved Indirect Cost Rate

If indirect costs are allowable under an award, the Indirect Cost Budget Category will be available on the Budget tab. Grantees choosing to apply indirect costs to the award (except for those choosing to use a de minimis rate as described in 2 CFR § 200.414(f)) must have an approved indirect cost rate agreement with their cognizant agency (see 2 CFR § 200 Appendix III-VII for assigned cognizant agencies). A copy of the approval letter from the cognizant agency must be uploaded to the grant application for the grantee to be eligible for the indirect cost rate for the associated award.

The indirect cost rate cited in the budget denotes the approved indirect rate at the time the grant was awarded. It is the grantee's responsibility to ensure the appropriate indirect rate is charged throughout the term of the grant award even if the approved indirect rate expires or changes during the grant period. Indirect costs are subject to monitoring and the grantee must be able to produce evidence of an approved indirect cost rate upon request.

9.2 De Minimis Rate

In accordance with 2 CFR § 200.414(f) and TxGMS, grantees of federal or state funds that do not have a current negotiated (including provisional) rate may elect to charge a de minimis rate of 10% of modified total direct costs, which may be used indefinitely. A grantee that elects to use the de minimis indirect cost rate, must advise OOG in writing, in the grant application, before any such funds are obligated of its election, and must comply with all associated requirements in 2 CFR § 200.414(f) and TxGMS.

10 Audit and Records Requirements

10.1 Grantee Subject to Audits

The grantee understands and agrees that grantee is subject to relevant audit requirements present in state or federal law or regulation or by the terms of this award. For federally funded grants, audit requirements can be found in 2 CFR Part 200 or OMB Circular A-133. For state funded awards, audit requirements can be found in the TxGMS.

10.2 Single Audit Requirements

Any grantee expending more than \$750,000 in state or \$750,000 in federal funds in a fiscal year is subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements or the requirements in TxGMS.

The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.

Grantees who are not required to have an audit for the grantee's fiscal year in which the state or federal awards were made or expended, shall so certify in writing to OOG. The grantee's chief executive officer or chief financial officer shall make the certification within 60 days of the end of the grantee's fiscal year.

10.3 Cooperation with Monitoring, Audits, and Records Requirements

- A. In addition to and without limitation on the other audit provisions of this Grant Agreement, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office or successor agency, may conduct an audit or investigation of the grantee or any other entity or person receiving funds from the State directly under this Grant Agreement or indirectly through a subcontract under this Grant Agreement. The acceptance of funds by the grantee or any other entity or person directly under this Grant Agreement or indirectly through a subcontract under this Grant Agreement acts as

acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, the grantee or another entity that is the subject of an audit or investigation by the State Auditor's Office shall provide the State Auditor's Office with prompt access to any information the State Auditor's Office considers relevant to the investigation or audit. The grantee further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. The grantee shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the grantee and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the grantee related to this Grant Agreement. This Grant Agreement may be amended unilaterally by OOG to comply with any rules and procedures of the State Auditor's Office in the implementation and enforcement Section 2262.154 of the Texas Government Code.

- B. The grantee agrees to comply with the grant monitoring guidelines, protocols, and procedures established by OOG and any federal funding agency, and to cooperate with OOG and any relevant federal agency generally, including on any compliance review or complaint investigation conducted by the Federal sponsoring agency or OOG and on all grant monitoring requests, including requests related to desk reviews and/or site visits.
- C. The grantee shall maintain adequate records that enable OOG and any relevant federal agency to complete monitoring tasks, including to verify all reporting measures, requests for reimbursements, and expenditure of match funds related to this Grant Agreement. The grantee shall maintain such records as are deemed necessary by OOG, the State Auditor's Office, other auditors of the State of Texas, the federal government or such other persons or entities designated or authorized by OOG to ensure proper accounting for all costs and performances related to this Grant Agreement.
- D. OOG may request documented proof of payment. Acceptable proof of payment includes, but is not necessarily limited to, a receipt or other documentation of a paid invoice, a general ledger detailing the specific revenue and expenditures, a monthly bank statement evidencing payment of the specific expenditure, bank reconciliation detail, copies of processed checks, or a printed copy of an electronic payment confirmation evidencing payment of the specific expenditure to which the reimbursement relates.
- E. The grantee authorizes OOG, the State Auditor's Office, the Comptroller General, and any relevant federal agency, and their representatives, the right to audit, examine, and copy all paper and electronic records, books, documents, accounting procedures, practices, and any other requested records, in any form; relevant to the grant, the operation and management of the grantee, and compliance with this grant agreement and applicable state or federal laws and regulations; and will make them readily available upon request. The grantee will similarly permit access to facilities, personnel, and other individuals and information as may be necessary.
- F. If requested, the grantee shall submit to OOG a copy of its most recent independent financial audit. If requested, the grantee shall submit to OOG any audited financial statements, related management letters and management responses of grantee, and financial audit documents or portions thereof that are directly related to the grantee's performance of its obligations under this Grant Agreement.
- G. OOG may make unannounced monitoring visits at any time but will, whenever practical as determined at the sole discretion of OOG, provide the grantee with up to five (5) business days

advance notice of any such examination or audit. Any audit of records shall be conducted at the grantee's principal place of business and/or the location(s) of the grantee's operations during the grantee's normal business hours. The grantee shall provide to OOG or its designees, on the grantee's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone services and Internet connectivity, utilities, and office-related equipment and duplicating services as OOG or its designees may reasonably require to perform the audits described in this Grant Agreement.

- H. In addition to the information contained in the required reports, other information may be required as requested by OOG, including OOG asking for more information regarding project performance or funds expenditures. In the event OOG requires additional information regarding the information or data submitted, the grantee will promptly provide the additional information. The grantee also agrees to assist OOG in responding to questions and assisting in providing information responsive to any audit, legislative request, or other inquiry regarding the grant award. Upon the request of OOG, the grantee must submit to OOG any additional documentation or explanation OOG may desire to support or document the requested payment or report submitted under this Grant Agreement.
- I. If after a written request by OOG or a relevant federal agency, the grantee fails to provide required reports, information, documentation, or other information within reasonable deadlines set by OOG or the relevant federal agency, as required by this Grant Agreement, or fails to fulfil any requirement in this section, then OOG may consider this act a possible default under this Grant Agreement, and the grantee may be subject to sanctions including but not limited to, withholdings and/or other restrictions on the recipient's access to grant funds; referral to relevant agencies for audit review; designation of the recipient as a high-risk grantee; or termination of awards.
- J. The grantee agrees to hold any subcontractors or subgrantees to the provisions of this section and to require and maintain the documentation necessary to complete monitoring tasks performed by any subcontractor or subgrantee. The grantee shall ensure that this section concerning the authority to audit funds received indirectly by subcontractors through grantee and the requirement to cooperate is included in any subcontract it awards related to this grant. The grantee will direct any other entity, person, or contractor receiving funds directly under this Grant Agreement or through a subcontract under this Grant Agreement to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor that pertain to this Grant Agreement.

10.4 Requirement to Address Audit Findings

If any audit, financial or programmatic monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the grantee's obligations hereunder, the grantee agrees to propose and submit to OOG a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the grantee's receipt of the findings. The grantee's corrective action plan is subject to the approval of OOG.

OOG, at its sole discretion, may impose remedies as part of a corrective action plan, including, but not limited to: increasing monitoring visits; requiring that additional or more detailed financial and/or programmatic reports be submitted; requiring prior approval for expenditures; requiring additional technical or management assistance and/or making modifications in business practices; reducing the

grant award amount; and/or terminating this Grant Agreement. The foregoing are not exclusive remedies, and OOG may impose other requirements that OOG determines will be in the best interest of the State.

The grantee understands and agrees that the grantee must make every effort to address and resolve all outstanding issues, findings, or actions identified by OOG (and/or, in the case of federally funded grant, a relevant federal agency) through the corrective action plan or any other corrective plan. Failure to promptly and adequately address these findings may result in grant funds being withheld, other related requirements being imposed, or other sanctions and penalties. The grantee agrees to complete any corrective action approved by OOG within the time period specified by OOG and to the satisfaction of OOG, at the sole cost of the grantee. The grantee shall provide to OOG periodic status reports regarding the grantee's resolution of any audit, corrective action plan, or other compliance activity for which the grantee is responsible.

10.5 Records Retention

- A. The grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from OOG under this Grant Agreement. Audit trails maintained by the grantee will, at a minimum, identify the supporting documentation prepared by the grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement. The grantee's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and to verify performance and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of payment information.
- B. The grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this Grant Agreement pursuant to 2 CFR 200.333, TxGMS, and state law.
 - 1. The grantee must retain these records and any supporting documentation until the third anniversary of the later date of (1) the submission of the final expenditure report, or (2) the resolution of all issues that arose from any litigation, claim, negotiation, audit, or administrative review involving the grant.
 - 2. Records related to real property and equipment acquired with grant funds shall be retained for three (3) years after final disposition.
 - 3. For all training and exercises paid for by this Grant, grantee must complete, deliver to the appropriate source, and then retain copies of all after-action reports and certificates of training completion for the time period specified in this Section.
 - 4. OOG or the Federal Funding Agency may direct a grantee to retain documents for longer periods of time or to transfer certain records to OOG or federal custody when OOG or the Federal Funding Agency determines that the records possess long term retention value.
 - 5. The grantee must give the Federal Funding Agency, the Comptroller General of the United States, the Texas State Auditor's Office, OOG, 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 grantee 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.

The grantee must include the substance of this Section in all subcontracts.

- C. If the grantee collects personally identifiable information, it will have a publically-available privacy policy that describes what information it collects, how it uses the information, whether it shares the information with third parties, and how individuals may have their information corrected where appropriate. The grantee shall establish a method to secure the confidentiality of any records related to the grant program that are required to be kept confidential by applicable federal or state law or rules. This provision shall not be construed as limiting OOG's access to such records and other information under any provision of this Grant Agreement.

11 Prohibited and Regulated Activities and Expenditures

11.1 *Inherently Religious Activities*

A grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may, of course, engage in inherently religious activities; however, these activities must be separate in time or location from the federally assisted program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. Grantees must also not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief in the delivery of services or benefits funded by the grant. These requirements apply to all grantees, not just faith-based organizations.

11.2 *Political Activities*

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- A. Unless specifically authorized to do so by federal law, grant recipients or their subgrantees or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
- B. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- C. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- D. Grant funds will not be used, 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 OOG and applicable federal funding agencies. 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 OOG to obtain the appropriate disclosure form.

- E. 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.
- F. Grant funds – whether expended by the grantee or by any subgrantee or subcontractor – will not be used 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.
- G. As applicable, the grantee will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee 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.

The grantee will include the language of this section in the award documents for all subawards at all tiers and will require all subrecipients to certify accordingly.

11.3 Generally Prohibited Expenditures

The following items and activities are specifically prohibited from being funded under this Grant Agreement:

- A. Costs of advertising and public relations designed solely to promote the governmental unit;
- B. Costs of international travel¹;
- C. Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities);
- D. Fundraising;
- E. Lobbying;
- F. Alcoholic beverages;
- G. Costs to support any activity that has as its objective funding of sectarian worship, instruction, or proselytization; and
- H. Promotional items and memorabilia, including models, gifts, and souvenirs.

¹ In certain circumstances international travel may be allowed under the Homeland Security Grant Program with prior written approval from the US Department of Homeland Security, Federal Emergency Management Agency (FEMA).

11.4 *Acorn*

The grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OOG.

11.5 *Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment*

The John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), prohibits the purchase of certain telecommunications and video surveillance services or equipment from specified entities. For more information on this prohibition please refer to Public Law No. 115-232 at <https://www.congress.gov/bills/115th-congress/house-bill/5515/text?format=txt>.

12 Financial Requirements

12.1 *Financial Status Reports*

Financial Status Reports must be submitted to OOG via eGrants. Unless otherwise specified by OOG, Reports may be submitted monthly but must be submitted at least quarterly. Reports are due after each calendar quarter regardless of when the grant was awarded. Due dates are:

1. April 22 (January-March quarter)
2. July 22 (April-June quarter)
3. October 22 (July-September quarter)
4. January 22 (October-December quarter)

A grant liquidation date will be established in eGrants. The final Financial Status Report must be submitted to OOG on or before the liquidation date or the grant funds may lapse and OOG will provide them as grants to others who need the funding. Payments will be generated based on expenditures reported in the reports. Upon OOG approval of the report, OOG will issue a payment through direct deposit or electronic transfer.

12.2 *Approval of Financial Status Report*

Grant payments will be generated based on expenditures as reported in the Financial Status Reports in eGrants or, if authorized by OOG, through Advance Payment Requests. Upon OOG approval of a Financial Status Report or Advance Payment Request, a payment will issue through direct deposit or electronic transfer, though additional documentation may be required and this statement does not override other rules, laws or requirements. It is the policy of OOG to make prompt payment on the approval of a properly prepared and submitted Financial Status Report and any other required documentation.

12.3 Reimbursements

OOG will be obligated to reimburse the grantee for the expenditure of actual and allowable allocable costs incurred and paid by the grantee pursuant to this Grant Agreement. Each item of expenditure shall be specifically attributed to the eligible cost category as identified in the Grant Budget. The Grant Budget is established as provided in eGrants and is the approved budget for the planned expenditure of awarded grant funds, with expenditures identified by approved cost category. OOG is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the grantee prior to the commencement or after the termination of this Grant Agreement.

By submission of a Financial Status Report, the grantee is warranting the following: (1) all invoices have been carefully reviewed to ensure that all invoiced services or goods have been performed or delivered; (2) that the services or goods have been performed or delivered in compliance with all terms of this Grant Agreement; (3) that the amount of each new Financial Status Report added together with all previous Financial Status Reports do not exceed the Maximum Liability of OOG; and (5) the charges and expenses shown on the Request for Reimbursement are reasonable and necessary.

12.4 Generally Accepted Accounting Principles

The grantee shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by the grantee. The grantee shall follow OOG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this Grant Agreement.

12.5 Program Income

"Program income" means gross income received by the grantee or subgrantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. Unless otherwise required under the terms of this Grant Agreement, any program income shall be used by the grantee to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. Program income shall be used to offset the grant award. The grantee shall identify and report this income in accordance with OOG's reporting instructions. The grantee shall expend program income during the term of this Grant Agreement; program income not expended during the term of this Grant Agreement shall be refunded to OOG.

12.6 Refunds and Deductions

If OOG determines that the grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the grantee shall return to OOG the amount identified by OOG as an overpayment. The grantee shall refund any overpayment to OOG within thirty (30) calendar days of the receipt of the notice of the overpayment from OOG unless an alternate payment plan is specified by OOG.

12.7 Liquidation Period

The liquidation date is ninety (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 OOG.

12.8 Duplication of Funding

If grantees receive any funding that is duplicative of funding received under this grant, they will notify OOG as soon as possible. OOG may issue an adjustment modifying the budget and project activities to eliminate the duplication. Further, the grantee agrees and understands that any duplicative funding that cannot be re-programmed to support non-duplicative activities within the program's statutory scope will be de-obligated from this award and returned to OOG.

12.9 Supplanting

Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated, allocated or disbursed 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. For additional information on supplanting, refer to the Guide to Grants at <https://eGrants.gov.texas.gov/updates.aspx>.

13 Required Reports

13.1 Measuring, Reporting, and Evaluating Performance

Grantees should regularly collect and maintain data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes specified in the program solicitation, or as otherwise specified by OOG. This evaluation includes a reassessment of project activities and services to determine whether they continue to be effective.

Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by OOG or its designee. If requested by OOG, the grantee shall report on the progress towards completion of the grant project and other relevant information as determined by OOG. To remain eligible for funding, the grantee must be able to show the scope of services provided and their impact, quality, and levels of performance against approved goals, and that their activities and services effectively address and achieve the project's stated purpose.

13.2 Report Formats, Submissions, and Timelines

The grantee shall provide to OOG all applicable reports in a format and method specified by OOG. The grantee shall ensure that it submits each report or document required by OOG in an accurate, complete, and timely manner to OOG or the Federal sponsoring agency, as specified by this Grant Agreement or OOG, and will maintain appropriate backup documentation to support the reports.

Unless filing dates are given herein, all other reports and other documents that the grantee is required to forward to OOG shall be promptly forwarded.

13.3 Failure to File Required Reports

Failure to comply with submission deadlines for required reports, Financial Status Reports, or other requested information may result in OOG, at its sole discretion, placing the grantee on immediate financial hold without further notice to the grantee and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If the grantee is placed on financial hold, OOG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time the grantee was placed on financial hold.

Attachment B

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

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 Grant Agreement, including all provisions incorporated herein, 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:	3060508	Award Amount:	\$12,213,386.00
Date Awarded:	6/10/2022	Grantee Cash Match:	\$0.00
Grant Period:	05/01/2022 - 08/31/2023	Grantee In Kind Match:	\$0.00
Liquidation Date:	11/29/2023	Grantee GPI:	\$0.00
Program Fund:	TA-Texas Anti-Gang (TAG) Program - HB 5	Total Project Cost:	\$12,213,386.00
Grantee Name:	McAllen, City of		
Project Title:	Rio Grande Valley Anti-Gang Center		
Grant Manager:	James Ziehl		
Unique Entity Identifier (UEI):	LNLJPLNR7GF5		

CFDA: N/A

Federal Awarding Agency:

Federal Award Date: N/A - State Funds

Federal/State Award ID Number: 2022-TA-ST-0001

Total Federal Award/State Funds Appropriated: \$180,000,000.00

Pass Thru Entity Name: Texas Office of the Governor – Homeland Security Grants Division (HSGD)

Is the Award R&D: No

Federal/State

Award Description:

The purpose of the TAG Program is to support strategic partnerships and targeted, regional, multidisciplinary approaches to successfully combat gang violence through the coordination of gang prevention, intervention, and suppression activities.



CITY OF MERCEDES

SPONSORSHIP AT THE RIO GRANDE VALLEY LIVESTOCK SHOW MARCH 9-19, 2023

For the cost of POLICE personnel valued at \$8000, The Rio Grande Valley Livestock Show & Rodeo will provide:

1. Gold Sponsorship Level
2. Include City of Mercedes logo in the 84th Annual RGVLS Magazine.
3. Include City of Mercedes logo on the Sponsor Tripod Sign Texas Ave.
4. Include City of Mercedes logo on Social Media Thank you sponsor post.
5. Include City of Mercedes logo on www.rgvls.com
6. Include City of Mercedes as an event sponsor. (Event TBD)
7. City of Mercedes Banners and signage on fences (sponsor to provide)
8. Sponsor Banquet and Gold level award
9. Usage of the Police Wood Building
10. Tickets:
 1. 12 season gate tickets or 48 single day passes (select season or single)
 2. 12 tickets to PRCA Bullriding
 3. 12 tickets to PRCA Thursday Rodeo
 4. 6 Parking Permits

This "Sponsorship Agreement" is made and entered into as of the date written below by and between:

[Rio Grande Valley Livestock Show] , a non-profit organization, and ("the Sponsor")

As part of this agreement, The Sponsor has agreed to provide financial support to the Recipient subject to the terms and conditions laid out in this agreement.

2. Sponsorship Fee

2.1. Subject to the provisions of this agreement and to the Recipient performing its obligations hereunder and in consideration of the rights granted by the Recipient to the Sponsor, the Sponsor agrees to pay a Sponsorship Fee as written on sponsorship page.

2.2 Subject to the provisions of this agreement all monies will be paid prior to the event and upon such date of [September 30th, 2021]. If monies has not been received by the Recipient, contract will be cancelled effective immediately.

2.3 Failure to Open Exhibit. In the event that the premises of the Venue are destroyed or damaged, or the event fails to take place as scheduled or is interrupted and/or discontinued, or access to the premises is prevented or interfered with by reason of any strike, lockout, injunction, act of war, act of God, terrorism, emergency declared by any government agency, or for any other reason, or if sponsor doesn't show up for whatever reason this contract may be terminated by the Rio Grande Valley Livestock Show. In the event of such termination, Sponsor waives any and all monies to be returned by Rio Grande Valley Livestock Show.

2.2. The Recipient acknowledges and confirms that, save as otherwise expressly recorded in this Agreement; the Sponsor shall not be liable to the Recipient or any other person for any additional cost or expense besides the annual Sponsorship fee.

4. The Sponsor's Obligations

4.1 In exercising the said rights and licenses, the Sponsor shall, subject to receiving appropriate invoices, pay the recipient the Sponsorship fee when the same falls due for payment as set out in Clause 2.

4.2 Sponsor Exhibit Indemnification. Sponsor assumes entire responsibility and hereby agrees to protect, indemnify, defend and hold harmless RGVLS and the Venue and their respective officers, directors, members, employees, and agents against all claims, losses, and damages to persons or property, governmental charges or fines, and attorneys' fees arising out of or caused by Sponsor's installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole negligence of RGVLS or the Venue. In addition, Sponsor acknowledges that neither the RGVLS or the Venue maintains insurance covering Sponsor's property and that it is the sole responsibility of the Sponsor to obtain business interruption and property damage insurance covering such losses by Sponsor. Sponsor shall be fully responsible to pay for any and all damages to property owned by RGVLS or the Venue, its owners or managers which results from any act or omission of Sponsor.

5. The recipient's Exercise of Rights

The Recipient shall not use any of the rights granted herein and shall ensure that no member of the Recipient shall make any public statement in a manner which, in the reasonable opinion of the Sponsor, is or might be prejudice or defamatory to the image and reputation of the sponsor.

6. Renewal

The Recipient agrees to give the Sponsor first refusal to renew this agreement, with an option to withdraw after one year if the terms of the Sponsorship deal are not being met.

7. Entire Agreement

This Agreement represents the entire agreement between the parties in relation to the subject matter of this Agreement and supersedes any previous agreement, whether written or oral, between the parties in relation to that subject matter.

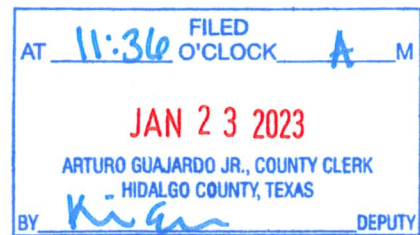
IN WITNESS WHEREOF, duly authorized representatives of each of the parties have executed this Agreement as of the Effective Date.

Business Name: _____

Sponsor Signature: _____

Rio Grande Valley Livestock Show Rep: _____

Date: _____



STATE OF TEXAS §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE COUNTY OF HIDALGO, TEXAS, AND
THE CITY OF MERCEDES
FOR AMERICAN RESCUE PLAN ACT RECOVERY FUNDS**

THIS Agreement is made on and entered into effective as of the 17th day of January 2023, by and between the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as ("County"), and the **CITY OF MERCEDES**, hereinafter referred to as ("City"), collectively referred to as "Parties" and pursuant to the provisions of the Texas Interlocal Cooperation Act ("Act"), Chapter 791, et seq., Texas Government Code, as follows:

WITNESSETH:

WHEREAS, the City is "local government as defined by the Act, and a political subdivision of the State of Texas, within the boundary of Hidalgo County; and

WHEREAS, the County is defined as a local government" under the Interlocal Cooperation Act, a political subdivision organized under the laws of the State of Texas; and

WHEREAS, pursuant to Texas Government Code Section 418.108, Hidalgo County Judge Richard Cortez issued a Declaration of Local Disaster for Public Health Emergency on March 17, 2020, due to the imminent threat arising from the Coronavirus (COVID-19); and

WHEREAS, on March 22, 2020, the Commissioners Court of Hidalgo County issued an Order of Continuance of Declaration of Local Disaster for Public Health Emergency; and

WHEREAS, on or about March 11, 2021, the Federal Government passed the American Rescue Plan Act ("ARPA"), including the Coronavirus State and Local Fiscal Recovery Fund (the "SLFRF") which provides for direct payments to qualifying units of local governments to respond to the COVID-19 public health emergency and its economic impacts through eligible uses; and

WHEREAS, the County received a direct distribution of the SLFRF to be used for eligible expenditures that were directly related to and/or incurred as a result of the COVID-19 public health emergency; and

WHEREAS, pursuant to guidance provided by the United States Department of Treasury: (Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments) (the "Guidance") version 5.0 issued September 20, 2022, The Interim Final Rule dated May 17, 2021, The Final Rule dated January 6, 2022 and The Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, (which are attached hereto and incorporated by reference herein as **Exhibit "A"**), the SLFRF allows a recipient to transfer funds to another unit of government, **provided that the funds transferred are used for an eligible use as outlined in section 603 (c)(1) of the Social Security Act, and the Guidance**; and

WHEREAS, the County and City now desire to establish a partnership to create an emergency responder training program that will specifically address a critical shortage of EMTs/paramedics in the County of Hidalgo. City will host and coordinate the efforts to facilitate the training program, and County will contribute funds to assist with the cost of the training. To further these efforts, the County will designate a portion of the funds received from the SLFRF to be transferred to City for the establishment of a paramedic training program in Hidalgo County that will provide for the training of EMTs and Paramedics and will be made available to other municipalities within the County;

WHEREAS, the goal of this program is to assist in providing additional trained emergency medical responders, which are in dire need due to a shortage, and will ensure underserved residents who have been impacted by the COVID-19 public health emergency continue to receive critical lifesaving services, to respond to the ongoing declared public health emergency in compliance with the terms and criteria of the SLFRF and as more fully described below; and

WHEREAS, amounts paid from the SLFRF are subject to restrictions outlined in the Guidance and as set forth in section 603(c) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act; and

WHEREAS, the SLFRF further requires that all recipients and sub-recipient(s) comply with certain terms and conditions more particularly described below and in the Guidance attached as **Exhibit “A”** as well as any future guidance provided by the U.S. Department of Treasury; and

WHEREAS, County and City desire to enter into this agreement for a public purpose and for the benefit of those residents of the County and City and to further detail each party’s duties and responsibilities; and

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

SECTION I RULES AND REGULATIONS

1.1 City agrees to abide by the Guidance provided under the ARPA, Coronavirus State and Local Fiscal Recovery Fund, and as more particularly described in section 603(c) of the Social Security Act and any further guidance issued by the United States Department of Treasury. **See Exhibit “A”**

SECTION II DEBARMENT/SUSPENSION CERTIFICATION

2.1 City certifies that City is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System found at <http://sam.gov>.

SECTION III TERMS AND CONDITIONS AND PROPOSED PLAN

3.1 City represents that it has read and understood the terms and conditions of the SLFRF attached hereto as **Exhibit “A”** and as a condition of being a sub-recipient of SLFRF, City agrees to comply with all terms and conditions required of entities accepting funds through a sub-recipient agreement and City further warrants and represents to the County that the funds it will expend meet the criteria allowed under the SLFRF as outlined below:

The ARPA provides that payments from the SLFRF may only be used to fund eligible uses, and specifically in this instance funds are being transferred —

To establish the City of Mercedes Paramedic Initiative to address the ongoing need for paramedics throughout the County of Hidalgo; the funds will be used to assist the City in the establishment of a paramedic training program that will provide for the training of EMTs and Paramedics and will be made available to municipalities throughout the County. City will host and coordinate the efforts to facilitate the training program, and County will contribute funds to assist with the cost of the training. Due to the critical need for paramedics and EMTs throughout the COVID-19 pandemic, the County has and continues to experience a shortage of emergency medical service responders. The creation of this program will assist in providing much needed trained staff to local municipalities and it will ensure underserved residents continue to receive critical lifesaving services to continue the County’s efforts to respond to the ongoing declared public health emergency.

As related to the eligible use identified above, costs should be incurred and/or obligated on or after March 3, 2021, and should be expended upon completion of the City of Mercedes Paramedic Initiative, and/or by March 31, 2023, whichever occurs first.

For purposes of the ARPA Funds, *incurred* means the unit of local government (sub-recipient) has expended the funds to cover the costs of an eligible expense. Examples of eligible expenses and prohibited costs may be found in the Guidance, version 5.0 dated September 20, 2022, in the Interim Final Rule dated May 17, 2021, and in The Final Rule dated January 6, 2022, provided in the attached **Exhibit “A”**, and in the additional SLFRF FAQ’s and guidance provided by the U.S. Department of Treasury (dated May 27, 2021, June 8, 2021, June 17, 2021, June 23, 2021, June 24, 2021, July 14, 2021, July 19, 2021, November 15, 2021, January 2022, April 27, 2022, July 27, 2022, and any subsequent amendments thereafter) which are attached hereto and incorporated by reference herein as **Exhibit “B” (to include any future updated guidance from the U.S. Treasury)**.

3.2 County has designated funds in the amount of **\$35,683.00** to be allocated to the City for eligible expenses for the City of Mercedes Paramedic Initiative to address the ongoing pandemic by establishing a paramedic training program in Hidalgo County that will provide for the training of EMTs and Paramedics, in an effort to respond to the ongoing declared public health emergency. To that end, City shall provide County with a proposed plan and budget within the designated allocation to be made part of this Agreement as **Exhibit “C”**. The plan and budget are intended to

demonstrate how City plans to expend the designated funds. The designated funds will be transferred to City for disbursement upon receipt of City's program plan and budget that meets the guidelines as outlined in the SLFRF.

3.3 In consideration of the City's representation that it will comply with the terms of the SLFRF and further agrees to comply with the terms of this sub-recipient Agreement, County agrees it will transfer to City the amount necessary to fund the City of Mercedes Paramedic Initiative as indicated in the attached **Exhibit "C"**. By December 31, 2024 City shall provide to County proof of disbursements in accordance with the City of Mercedes Paramedic Initiative plan for review and auditing by County, if necessary, to ensure the expenditures incurred meet the criteria as set forth in the City of Mercedes Paramedic Initiative and the SLFRF.

3.4 City agrees to notify County in writing and obtain from County written approval, prior to any proposed changes, delays or departures from their proposed City of Mercedes Paramedic Initiative plan, and/or the requirements of this Agreement. Budget adjustments will be considered and may be submitted to the, Hidalgo County Budget Officer, with final approval of the Hidalgo County Commissioners Court.

3.5 County will not be liable for costs incurred by City before commencement of this Agreement or after termination of this Agreement and will not be responsible for reimbursements pertaining to costs incurred that are not in compliance with this Agreement. City further represents and understands that amounts transferred to City will be released contingent upon submission of an eligible City of Mercedes Paramedic Initiative plan with expenses incurred on or after March 3, 2021, which meet the criteria and Guidance provided by the U.S. Treasury and County. **See Exhibits "A" and "B"**.

3.6 Upon request, City agrees to provide County with copies of all current and applicable payment and overtime policies, workers compensation policies, retirement rates, unemployment rates, and any other reimbursable benefit and rates of payment as necessary for performance under this Agreement.

SECTION IV RECORDS AND REPORTS

4.1 City agrees to establish and maintain all necessary records and reports that may be required as outlined by the SLFRF from County. City understands that it is solely City's responsibility to keep all records and reports pertaining to SLFRF activity within their district in a manner acceptable to the U.S. Department of Treasury.

4.2 Per the ARPA Guidance, all government recipients are required to keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 603(c) of the Social Security Act.

4.3 Pursuant to ARPA, City, as a sub-recipient recipient of federal funds, must retain records (electronic and otherwise), and any supporting documentation for a minimum of five (5) years

after all funds have been expended or returned to Treasury, whichever is later, as outlined in paragraph 4.c. of the Award Terms and Conditions.

4.4 County may direct City to retain documents for a longer period of time or to transfer certain records to County or federal custody when it is determined that the records possess a long term retention value.

4.5 Failure to maintain records and reports as required will result in forfeiture the funds transferred to City from County. In the event the U.S. Department of Treasury disallows expenditures for premium pay submitted by City due to City's failure to retain and provide necessary records, City understands that any monies reimbursed by County shall then be repaid to County by City in accordance with §8.1.

SECTION V MONITORING VISITS

5.1 City shall give The United States Treasury Department, the Special Inspector General of the U.S. Department of Treasury, the Comptroller General of the United States, County, County Auditor, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things or property, electronic or otherwise, belonging to or in use by City pertaining to this Agreement as it pertains to the use of federal funds for this program.

5.2 City shall give the Hidalgo County Budget Office, County, County Auditor, and any of their duly authorized representatives, unobstructed access to monitor the activities of the sub-recipient pertaining to this Agreement, ensure that the subaward is in compliance with applicable Federal statutes, regulations, and terms of the subaward, and verify that sub-recipients are audited as required by Subpart F of the Uniform Guidance, as it pertains to this Agreement and to the use of federal funds for this program.

SECTION VI AUDIT REQUIREMENTS

6.1 City agrees to comply with the applicable requirements and standards as set forth in 2 CFR 200 Subpart F §§200.500 – 200.521 which are incorporated by reference herein.

SECTION VII SUSPENSION AND TERMINATION

7.1 City understands that this Agreement may be suspended or terminated if City materially fails to comply with the provisions of the Agreement or the prescribed terms and conditions as provided in the attached **Exhibits "A", "B", and "C"**.

7.2 If City fails to fulfill in a timely and proper manner its obligations under this Agreement, or City violates any of the agreements or stipulations of this Agreement, then the County shall

provide City written notification of such non-performance. City will be given ten (10) business days to cure any non-performance. Failure to cure such non-performance will constitute a breach of this Agreement and may be the basis for immediate termination of the Agreement. **Should a breach by the City of this Agreement relate to a violation of federal law or regulation that results in The United States Department of Treasury, General Accounting Office or other applicable overseeing Federal agency demanding reimbursement from the County or the City or its successor, the County will terminate Agreement and seek reimbursement of all funds from City.** City shall not be relieved of the liability to the County for damages sustained by the County by virtue of any breach of this Agreement by City. County may take any and all appropriate action including injunctive relief against City to prevent the continued failure of City to comply with the SLFRF requirements and/or failure to reimburse the County for funds disallowed by the U.S. Department of Treasury. The failure of the County to exercise any right shall in no way constitute a waiver by the County to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

7.3 In addition to the termination provisions stated above, either party may terminate this Agreement with or without cause upon thirty (30) days written notice to each other. Termination of the Agreement does not exempt City's obligation to reimburse County for any incurred expenses disallowed by the U.S. Department of Treasury or any other overseeing federal agency.

SECTION VIII LIABILITY FOR DISALLOWED COSTS

8.1 City understands and agrees that as a sub-recipient under this Agreement it shall be liable to County for any costs disallowed pursuant to financial and compliance audit(s) of City. City further understands and agrees that reimbursement to County of such disallowed costs shall be paid by City from funds that were not provided or otherwise made available to City pursuant to this Agreement or any other federal award.

SECTION IX INDEMNITY CLAUSE

9.1 THE PARTIES AGREE TO BE RESPONSIBLE EACH FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF THE PERFORMANCE OF THIS AGREEMENT WITHOUT WAIVING ANY SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY, OR OTHER DEFENSES AVAILABLE TO THE PARTIES UNDER FEDERAL OR STATE LAW. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES.

SECTION X CONFLICT OF INTEREST

10.1 City covenants that none of its elected officials, officers, employees, consultants, or agents who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities covered by the SLFRF. City agrees that all elected officials, officers, employees, consultants or agents shall comply fully with the requirements of Texas Local Government Code Chapter 171.

10.2 City agrees that no person who is an elected official, officer, employee, consultant, or agent of City's organization or the County's organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities for which City is now seeking funds from the SLFRF.

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

SECTION XI MISCELLANEOUS PROVISIONS

11.1 **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 any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflicts exists.

11.2 **No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

11.3 **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and City, and not otherwise.

11.4 **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.

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

If to County: County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, TX 78539
(956)318-2600

With copy to: Hidalgo County Budget Officer
505 S. McColl Rd. Suite G
Edinburg, Texas 78539
(956)292-7025
-And-

Ms. Linda Fong
Hidalgo County Auditor
2808 S. Bus. Hwy 281
Edinburg, Texas 78539
(956)318-2511

If to City: Oscar D. Montoya, Jr.
Mayor
City of Mercedes
400 S. Ohio Ave.
Mercedes, TX 78570
(956)565-3114

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.

11.6 **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.

11.7 **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.

11.8 **Assignment.** This Agreement shall not be assignable by City.

11.9 **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.

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

11.11 **Non-Discrimination.** The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and City policy, including without limitation race, gender, color, national origin, religion, sex, age, veteran status, disability or any other protected status. City shall comply with applicable law, including but not limited to the provisions of Title VI of the Civil Rights Act of 1964.

11.12 **Governmental Purpose.** To the extent applicable, 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.

11.13 **Governing Provisions.** Parties shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment can be found in the 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.

11.14 **Legal Construction/Severability.** In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

11.15 **Immunity.** This Agreement is expressly made subject to the County's Sovereign Immunity, Title 5 of the Texas Civil Practice and Remedies Code and City's governmental immunity, and all applicable federal and state law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of immunities from suit or from liability that the County or City has by operation of law.

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

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF MERCEDES

THE COUNTY OF HIDALGO

Oscar D. Montoya, Sr., Mayor

Richard F. Cortez, County Judge

ATTEST

Arturo Guajardo, Jr., County Clerk



Approved by Hidalgo County Commissioners Court on 1/17/23 AF 89227 ms

APPROVED AS TO FORM FOR COUNTY:
Office of Hidalgo County Criminal District Attorney,
Toribio "Terry" Palacios.

By: _____
Jaclyn M. Erasmus, Assistant District Attorney

TABLE OF EXHIBITS

EXHIBIT – A	Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments) (the “Guidance”) version 5.0 issued September 20, 2022; The Interim Final Rule dated May 17, 2021; The Final Rule dated January 6, 2022; and The Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions– to include any future updated guidance.
EXHIBIT – B	Coronavirus State and Local Fiscal Recovery Funds FAQ’s issued on May 27, 2021, June 8, 2021, June 17, 2021, June 23, 2021, June 24, 2021, July 14, 2021, July 19, 2021, November 15, 2021, January 2022, April 27, 2022, and July 27, 2022– to include any future updated guidance.
EXHIBIT – C	City of Mercedes Paramedic Initiative Plan and Proposed Budget



Hidalgo County

State and Local Fiscal Recovery Funds

Subrecipient Monitoring Policy



EMAIL
arpa.hidalgocounty@co.hidalgo.tx.us



WEBSITE
hidalgocountyarpa.com



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Policy Overview

The Hidalgo County American Rescue Plan Act (ARPA) Program and the Auditor's Office, respectively, will be responsible for monitoring the programmatic and financial activities of subrecipients to ensure proper stewardship of federal funds. The following policy, roles and procedures address responsibilities and qualifications required to be potential subrecipients of State and Local Fiscal Recovery Funds (SLFRF). The outlined policy and procedures will assist Hidalgo County in ensuring that all subrecipients comply with and exceed performance goals. Hidalgo County will also monitor all subrecipients to certify compliance with the applicable grant award special conditions and federal and state laws and regulations.

Subrecipient Monitoring Policy

Title 2 U.S. Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR 200) Uniform Guidance, specifically 200.332 (Exhibit J), requires pass-through entities to

- Evaluate each subrecipient's risk of noncompliance in order to determine the appropriate monitoring level;
- Monitor the activities of subrecipient organizations;
- Ensure that the subaward is in compliance with applicable Federal statutes, regulations and terms of the subaward and;
- Verify that subrecipients are audited as required by Subpart F of the Uniform Guidance.

Hidalgo County, as the direct recipient of the federal award, is required to provide evidence of due diligence in reviewing the ability of a subrecipient to properly meet the objectives of the subaward and account for the use of funds.

SLFRF recipients that are pass-through entities, as defined under 2 CFR 200.1, are required to manage and monitor their subrecipients to ensure compliance with requirements of the SLFRF award pursuant to 2 CFR 200.332.



Statutory Eligible Uses

Recipients of SLFRF have substantial discretion to use the award funds in the ways that best suit the needs of constituents – as long as such use fits into one of the following four statutory categories:

1. To respond to the COVID-19 public health emergency or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the recipient that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
3. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; or
4. To make necessary investments in water, sewer, or broadband infrastructure.

The U.S. Department of the Treasury released an interim final rule in May 2021 and the final rule on January 6, 2022 to implement these eligible use categories and other restrictions on the use of funds under the SLFRF program.

It is the recipient's responsibility to ensure all SLFRF program award funds are used in compliance with these requirements. In addition, recipients should be mindful of any additional compliance obligations that may apply – for example, additional restrictions imposed upon other sources of funds used in conjunction with SLFRF award funds, or statutes and regulations that may independently apply to water, broadband and sewer infrastructure projects. Recipients should ensure they maintain proper documentation supporting determinations of costs and applicable compliance requirements, and how they have been satisfied as part of their award management, internal controls and subrecipient oversight and management.

Award Limits

1. Subrecipients must obligate 100% of the funds before December 31, 2024.
2. Subrecipients will have until December 31, 2026 to perform and complete proposed projects and programs.



Subrecipient Monitoring Procedures

Pre Award

1. Subrecipient must first apply and obtain or provide a Unique Entity Identifier (UEI).
2. Subrecipients must submit a Letter of Intent to the Hidalgo County American Rescue Plan Act Program.
3. Program staff will perform a search on SAM.gov, an official U.S. government website that acts as a database for entities that wish to conduct business with federal funds, to determine if the subrecipient/organization has been debarred or excluded from doing business with the federal government. A subrecipient/organization must have an active SAM registration. Upon confirmation, staff will screenshot the SAM.gov search for the grant/subrecipient file. Additionally, subrecipients must meet all other special condition requirements set by the American Rescue Plan Act State and Local Fiscal Recovery Funds program.
4. Subrecipient must submit a proposed budget plan.
5. Subrecipient must submit an outline of their organizational structure. The outline must include the names of the positions and the names of the employees occupying those positions.
6. Subrecipients must submit all their policies and procedures.
7. Subrecipients must complete a risk assessment and accompanying documentation. Hidalgo County will assign a risk rating (Exhibit A).



Hidalgo County • Department of Budget & Management

American Rescue Plan Act 2022

Post Award

1. Subrecipients must submit the approved budget with a listing of all expenditures to the Hidalgo County American Rescue Plan Act Program for approval. All budgets and expenditures must be approved by the Hidalgo County Auditor's Office.
2. The County must evaluate the subrecipient's goals for the subaward, performance statement and the subrecipient's grant budget.
3. Hidalgo County and the subrecipient agree to execute a Memorandum of Understanding (MOU) between Hidalgo County and the subrecipient.
4. Hidalgo County personnel will monitor and approve financial and performance statement reports and ability of the subrecipient to meet the performance statement of the subaward based on assessed risk level.
5. Subrecipients must participate in annual monitoring site visits.



Hidalgo County • Department of Budget & Management

American Rescue Plan Act 2022

Award Stage Risk Assessment

1. Hidalgo County will review and assess the subrecipient's single audit report (CAFR).
2. The County will review past and current performance as reported through the quarterly review process: both financial and performance statements.
3. By the 15th of each month, subrecipients shall electronically submit a funding report of all expenditures. Reports are due even if the subrecipient has no new activity to report during the month. If the 15th falls on a holiday or weekend, subrecipients must submit on the upcoming business day. Subrecipients may submit before the 15th in anticipation of a holiday or weekend.
4. The County will ensure the applicable special conditions of the grant award are acknowledged by the subrecipient in a document that formally recognizes the agreement to comply with any and all federal, state and program grant award special conditions.
5. The County will provide the subrecipient requirements of subaward documentation to be submitted by subrecipient to the Prime Grantee during the grant periods. (See Exhibit B)



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Continuous Analysis

The Hidalgo County American Rescue Plan Act Program will continuously analyze the administrative and programmatic performance of subrecipients through the following methods:

- Internal Controls (2 CFR 200.303): Hidalgo County will ensure the subrecipient provides reasonable assurance of subrecipient compliance with federal statutes, regulations and the terms and conditions of the federal award:
 - Subrecipients must return signed acknowledgement of the terms and conditions of the subaward.
 - Subrecipients must agree to evaluation and monitoring of their compliance with statutes, regulations and terms and conditions of the subaward by allowing access to financial statements and program operations.
 - Subrecipients must take prompt action when instances of noncompliance are identified.
 - Subrecipients must take reasonable measures to safeguard sensitive information consistent with applicable federal, state and local laws.
- Regular communication with subrecipient stakeholders.
- Approving expenditures before they have been made.
- Invoice review:
 - Ensure invoices are timely, accurate and contain the appropriate backup documentation to support the expense.
 - Remind all entities that the County is not subject to sales tax.
 - Confirm sales tax is not included in the invoice amount.
 - For any questionable expense(s), request additional backup from the subrecipient specific to the charge(s) prior to payment.
- Request financial reports from the subrecipient that contain:
 - Subaward amount
 - Invoice(s) submitted for reimbursement by subaward budget category and remaining subaward amount after expenses



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- Ensure cumulative expenses do not exceed the total approved subaward amount and verify the rate of spending is consistent with the timeline of the project.
- Review any other financial or non-financial reports required by the subaward, such as lists of supplies and equipment purchased with grant funds.
- Coordination of subrecipient budget revision requests.
- Documentation supporting subrecipient monitoring efforts:
 - Email correspondence
 - Invoices
 - Deliverables, such as relevant data for quarterly progress report(s) and
 - Other supporting documentation.
- Request quarterly reports from the subrecipient for review and approval by Hidalgo County.
- Follow up with the subrecipient regarding findings during annual subrecipient site visits and request subrecipient's resolution of site visit findings.
- For high risk subawards, the following additional steps are and shall be mandatorily required:
 - Request additional supporting detail for all financial invoices and expenses in accordance with the subaward terms and conditions.
 - Document and retain communications regarding project performance.
 - Report any significant issues to the Hidalgo County American Rescue Plan Act Program.
 - Further action could include:
 - Withholding payments
 - Additional site visits
 - Termination of the subaward



Site Visit

Hidalgo County will conduct an on-site meeting at the subrecipient's location to review the subrecipient's project performance and compliance. Topics covered will depend on project scope and subrecipient risk assessment and may include project procurement, data systems, activity and performance tracking, project reporting, inventory and software systems. Hidalgo County will produce a report that summarizes the results and any corrective actions deemed necessary. The report will be shared in a timely manner with the subrecipient.

Procedures for On-Site Monitoring of Administrative, Financial and Programmatic Elements of the Subward

1. The Hidalgo County American Rescue Plan Act Program will contact the subrecipient via email to coordinate a site visit on the subrecipient's premises.
2. After the site visit date and time are established, the Hidalgo County American Rescue Plan Act Program will send details of what the site visit will focus on, such as compliance with federal statutes, regulations and the terms and conditions of the federal award. (see Exhibit D for example of pre-site visit letter)
3. Hidalgo County American Rescue Plan Act Program staff will begin the site visit with a meeting that includes the subrecipient personnel participating in the site visit. The meeting will describe the reason for the site visit, review items to be discussed and supplies and equipment purchased with grant funds.
4. During the site visit, staff will follow the Monitoring Checklist that satisfies the administrative and financial elements of the subaward. (see Exhibit C)
5. Hidalgo County American Rescue Plan Act Program staff will end the site visit with a meeting that discusses the program and items purchased with grant funds. Any non-compliance issues will be brought to the attention of the subrecipient.
6. After the site visit, the Hidalgo County American Rescue Plan Act Program will email an explanation of the items reviewed and whether the subrecipient procedures satisfy the compliance standards for applicable federal and/or state statutes, regulations, and conditions of the federal award, and explanation of all findings related to subrecipient compliance. (see Exhibit E for example of post-site visit letter)



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Procedures for Documentation and Corrective Action

1. After the site visit, Hidalgo County American Rescue Plan Act Program staff will note findings and request the subrecipient to provide the program with written documentation evidencing proof of the resolution of any issue(s) on the Subrecipient Site Visit Evaluation Report (see Exhibit G) and on the Post-Site Visit letter (see Exhibit E). The report will be sent to the subrecipient within one week of the site visit and the findings will be discussed during a meeting.
2. Subrecipients will have 30 days to respond in writing to the Hidalgo County American Rescue Plan Act Program with an acceptable plan for the successful resolution of issues/findings as a result of the site visit.
3. Hidalgo County American Rescue Plan Act Program will review the subrecipient resolution to the site visit findings and approve if adequate. All findings and resolutions will be documented.



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Subaward Closure

- The subrecipient will be notified via email by the prime grantee at six months and at three months prior to the grant end date.
- On or before 120 days prior to the Grant End Date, the subrecipient will be notified in writing and via email that they have 90 days after the Grant End Date to liquidate their encumbrance(s). At 120 days prior to the Grant End Date, the subrecipient will be requested to provide confirmation via email that the subrecipient will spend the entire subaward and liquidate all encumbrance(s) within the 90-day period after the Grant End Date.
- All final invoices must be submitted to Hidalgo County American Rescue Plan Act Program along with a final financial report that shows subaward amount, all invoices reimbursed by the grant, and the amount remaining in subaward.
- Final Reports –Subrecipients shall electronically submit, no later than 45 calendar days after the end of the Contract Term/Grant End Date, a final report of all expenditures of funds. Failure to provide a full accounting of funds expended under the Contract may result in the termination of the Contract and ineligibility to receive additional funds.
 - a. If a subrecipient fails to submit a final expenditure/performance report within 45 calendar days of the end of the Contract Term. The Hidalgo County American Rescue Plan Act Program will use the last report submitted by the subrecipient as the final report.
- If a subrecipient fails to submit, within 45 calendar days of its due date, any report or response required by this Contract, including responses to monitoring reports, the Hidalgo County American Rescue Plan Act Program may, in its sole discretion, deobligate, withhold or suspend any or all payments otherwise due or requested by subrecipient hereunder, and/or initiate proceedings to terminate the Contract.
- The following documents are typically required from the subrecipient for close out by the date specified by the prime grantee:
 - a. Final invoice(s)
 - b. Final financial report
 - c. Final expenditure report



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- Hidalgo County will perform a final desk audit of final invoices, final financial reports, and final programmatic responses and, if necessary, may request additional supporting documentation.





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Exhibit A

Subrecipient Risk Assessment: {Subrecipient, Unique Entity Identifier}

Risk Assessment Tool			
Subrecipient Name			
Project Title			
ARPA Project Number			
Fiscal Impact			
Grant Period			
Monitor Period			
Authorized Grantee Representative			
Individual who is appropriately authorized to attest to the accuracy of the information below.			
Name	Title	Signature	
Phone Number	Email		
#	Question	Response - Select from Dropdown	Comments
1	Does your organization have any grant experience? (If yes, provide types of grants and grant names.		
2	Has your organization managed federally funded grant programming in the last 24 months? (If yes, provide a list of current grants)		
3	Was your organization subject to financial and/or single audits in the last 24 months? If Yes, provide copies of audits.		
4	Is your organization free of any audit findings within the last 5 years? If No, provide findings, management responses and status of findings.		
5	Has your organization taken appropriate and timely action to remedy prior findings?		
6	Has your organization undergone any annual Federal or State Compliance or monitoring related activities?		
7	Does your organization have the capacity to manage and implement federal regulations, such as 2 CFR 200, segregation of duties, cash handling, contracting procedures, and personnel and travel policies? (2 CFR 200.303 - Internal Controls)		
8	Does your organization have written policies and procedures in place that are in alignment with 2 CFR 200 for the items below?		
	1) Ethics/ Professional Conduct (Provide copy.)		
	2) Conflict of Interest Policy (Provide copy.)		
	3) Purchasing/Procurement (Provide copy.)		
	4) Segregation of Duties (Provide copy.)		
	5) Monitoring the use of grant funds (Provide copy.)		
9	Has key staff been instrumental in the funds process and generally remained stable in the past 2 years?		
10	Does your organization have the necessary personnel to ensure that documents and/or status reports are provided to the County as required?		
11	Does your organization maintain an inventory of federal government property that, at a minimum, identifies purchase date, cost, vendor, description, serial number, location and disposition of equipment? (If Yes, provide a copy of the inventory log.)		
12	Has your organization's financial or grant management system (technology or other) remained unchanged in the last 12 months? If changes were made, please explain in the comments section.		
13	Does your organization's accounting system segregate expenditures by funding source? (Per 2 CFR 200.302, systems must be sufficient to permit the preparation of reports and tracing of funds.)		
14	Does your organization have an active SAM.gov account that is not debarred, suspended or federal debt delinquent? (If Yes, provide a copy from SAM.gov .)		
15	Does your entity maintain central file locations for all grants, loans or other types of financial assistance?		
16	Has your entity been consistent and timely with prior program reporting requirements?		
17	Have your entity's financial reports for any previous programming been adequate, accurate and timely?		



Exhibit B

Requirements of Subaward Documentation Checklist

- Copy of signed Memorandum of Understanding
- Signed acknowledgement of receipt of grant award special conditions and agreement to comply with grant award special conditions (see Exhibit F)
- Subrecipient will submit requests for payment for goods and services for approved budgeted expenses on a reimbursement basis only. Invoices for reimbursement must be accompanied by sufficient and accurate backup documentation that supports the expense. Expenses incurred prior to the grant begin date or after the grant end date will not be reimbursed.
- List of expenditures purchased with grant funds. List should show description of supply/equipment, serial number, if any, vendor name, date of purchase, amount of item, location where the items are kept, funding source, disposal date and value at disposal date.
- Subrecipient financial report that contains:
 - Award amount
 - Invoices paid by subaward budget category
 - Remaining amount of subaward after invoices paid
 - Funds remaining unused after the end of the grant award will be returned to the prime grantee.
- Response by subrecipient (e-mail is acceptable) for information requested for the quarterly reports.
- Response by subrecipient (e-mail is acceptable) of agreement to cooperate during annual site visit for review of Subrecipient Monitoring Policy, Goals and Procedures and ensure compliance of federal statutes, regulations and terms/conditions of award. The response must also confirm agreement to on-site reviews of the subrecipient's program operations and allow access to the subrecipient's financial records.
- Budget modification requests, as needed, should be submitted by the subrecipient, along with explanation of why a budget modification is needed and how the budget modification supports the goals and objectives of the program/project.



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- Change in Scope requests, as needed, should be submitted by the subrecipient, along with explanation of why a change in scope is needed and how the change in scope supports the goals and objectives of the program/project.
- Resolution of findings within 30 days, if any, after annual site visit.
- For grant closeout, subrecipients must submit the following within the time frame defined by the prime grantee:
 - Final invoice(s)
 - Final Financial Report
 - Final Supplies and Equipment report
- Present County Officials and Employees – Conflict of Interest
 - Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.
 - No employee, officer, or agent of subrecipient shall participate in the selection, award or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner or an organization that employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award.
 - The officers, employees and agents of the subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, or parties to sub agreements. Subrecipients shall be required to follow existing Hidalgo County American Rescue Plan Act Program procedures, requirements and standards for any situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees or agents of the subrecipient.
 - Subrecipient shall, in addition to the requirements of Section 25, follow the requirements of Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties and certain other local governments.



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- Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or deobligation of funds.
- Political Activity Prohibited
 - None of the funds provided under the Contract shall be used for any type or form of the following: monetary and/or non-monetary funding, campaign contributions, political and/or campaign online and/or any other media format, or in person advertising, campaigning, supporting, lobbying, participating and/or influencing the outcome of any election, or the passage or defeat of any vote, ballot, constitutional and/or legislative measure(s). This prohibition shall not be construed to prevent any state official or employee from furnishing to any member of its governing body upon request, or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential information.
 - No funds provided under the Contract may be used directly or indirectly to hire employees, or fund in any other way, or support candidates for the legislative, executive, or judicial branches of government, the State of Texas, or the government of the United States.
 - None of the funds provided under this Contract shall be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award governed by the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352) as the Development Owner and each of its tiers have certified by their execution of the "Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements"

By signing below, I agree to provide all documents listed above and additional documentation if needed, to Hidalgo County via the Hidalgo County American Rescue Plan Act Program by the date requested.

Hidalgo County American Rescue Plan Act Program

Date

Grantee

Date



Exhibit C

Site Visit Monitoring Checklist

- ☐ Pre-site visit notice sent subrecipient (See Exhibit D)
- ☐ Hidalgo County has received the following documentation:
 - ☐ Signed Memorandum of Understanding (MOU)
 - ☐ Signed acknowledgement of grant special conditions
 - ☐ Signed 'Requirements of subaward documents to be submitted by subrecipient.
- ☐ A copy of the subrecipient's budget plan on file
- ☐ Hidalgo County has received a list of invoices paid under each federal grant and corresponding list of equipment/supplies to be reviewed during the annual site visit provided to subrecipient
- ☐ Are invoices from subrecipient delayed, inconsistent, failure to provide backup, improperly documented
- ☐ Do the subrecipient's invoices support the goals and objectives of the grant
- ☐ Does the subrecipient submit information required for quarterly reports
- ☐ Is the subrecipient's rate of spending appropriate for their progress
- ☐ Has the subrecipient provided an inventory list of supplies and equipment purchased with grant funds
- ☐ Is performance progressing in an expected manner to support the goals and objectives of the grant
- ☐ Are there severe programmatic or administrative issues by the subrecipient, which may cause the subaward to be terminated
- ☐ Does the subrecipient respond timely to requests for financial and budget/scope revision information
- ☐ Was the Site Visit Evaluation report submitted to the subrecipient complete with findings and request for resolution to issues



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- ☐ Post site-visit letter sent to subrecipient (see Exhibit E)
- ☐ Subrecipient resolution of site visit findings and issues received by prime grantee





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Exhibit D

Pre-Site Visit Letter Template

Subject: Hidalgo County American Rescue Plan Act Program Site Visit, {ARPA Project #}

Dear { },

On {DATE OF VISIT}, the American Rescue Plan Act Program will be visiting your site facilities at {LOCATION} for the purpose of reviewing financial, administrative and compliance aspects of your subaward, and also viewing items purchased with grant funds awarded to your agency through the Hidalgo County as funded by the American Rescue Plan Act.

The site visit is part of the monitoring policy that the County has implemented to ensure compliance with U.S. Department of the Treasury guidance. The focus of the visit is to assess deliverables listed on the attached document (list of invoices and equipment/supplies purchased) and review the financial process of paying grant-related invoices. The visit should be helpful to the grant program performance, and program staff will also respond to any questions or concerns during the visit.

Please ensure that key staff is available for the site visit. I am hopeful that our meeting will be mutually beneficial. We will meet you at your office at XX:XX a.m.

Sincerely,

{ARPA Program Manager}



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Exhibit E

Post-Site Visit Letter Template

Subject: Hidalgo County American Rescue Plan Act Program Site Visit, {ARPA Project #}

Dear { },

Thank you for the support and cooperation during our site visit on {DATE OF VISIT}. During the evaluation, Hidalgo County American Rescue Plan Act Program staff examined your financial, administrative, internal control procedures and visually inspected the items purchased with federal funds awarded to your agency through Hidalgo County as funded by the American Rescue Plan Act. The federal funding on this site visit involved the following grant(s):

- {ARPA Project #}

The site visit is part of the monitoring policy that Hidalgo County has incorporated into its American Rescue Plan Act Program, which provides for at least one visit per year per grant. As discussed during the exit conference, there were no findings or recommendations that need correction.

{OR, describe here the recommendations/findings that need to be addressed. IF, A corrective action plan will be required, specify the due date for the plan.}

Again, thank you for your cooperation. I look forward to working with you on future grant opportunities.

Sincerely,

{ARPA Program Manager}



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Exhibit F

Hidalgo County American Rescue Plan Act Subrecipient Monitoring Policy and Procedures Acknowledgement

By signing this document, I acknowledge that I have received a copy of the Hidalgo County Subrecipient Monitoring Policy, Goals and Procedures. I recognize it contains important information on the Hidalgo County grant policies, procedures, rules and regulations. It is my responsibility to familiarize myself with the material in the handbook.

I understand that no statement contained in this handbook creates any guarantee of continued funding or creates any obligation, contractual or otherwise, on the part of the program.

I understand compliance with the policies and procedures is a condition for the program to continue to be eligible for grant awards from the American Rescue Plan Act and that any violations of the policies and procedures may result in corrective action, including the termination of any grant funds up to the obligation of returning funds to grantor.

{Grant Year}, {Grant Name}, {ARPA Project Number}

ARPA Program Manager

Date

Subrecipient

Date



Exhibit G

Subrecipient Site Visit Evaluation Report

Date of Site Visit:

Site Visit Evaluation Report Prepared by:

Subrecipient:

Attendees:

Pre-Meeting Notes

List any issues, concerns, or other specialty items for follow-up during review.

- 1.
- 2.

Summary of Progress

Subrecipient must submit a written summary of the major work plan milestones during the review period at least one week prior to the review. The summary must address 1) number of clients served as compared with projections; 2) staffing; 3) activities undertaken; and 4) significant accomplishments. A copy of that summary will be appended to this written review report.



Subrecipient Monitoring Overview Form	
ARPA Specialist	
Type of Review	
Date	

Subrecipient Information	
Entity Name	
Program Personnel	
Phone Number	
Fiscal/Audit Personnel	
Phone Number	

#	General Compliance		Comments
1	Program Implementation	Indicate milestones met and identify milestones needed to be completed.	
2	Activities / Products	Identify reports that were submitted, and those still needed for submission.	
3	Corrective Actions	Indicate recommendations due to review process.	
4	Quality of Implementation	Are activities on schedule and impacting the intended goals?	
5	Issues / Problems	Identify concerns: milestones, staffing, reporting, etc.	



Subrecipient Monitoring Form			
ARPA Specialist Type of Review Date			
Subrecipient Information			
Entity Name Program Personnel Phone Number Fiscal/Audit Personnel Phone Number			
General Compliance		Response - Select from Dropdown	Comments
1	Has there been a change in the activity goals, scope of service, number of people to be served or other special terms as indicated in the Interlocal Agreement?		
2	Is the subrecipient providing the full scope of services as stated in the Interlocal Agreement?		
3	Are the activities achieving the expected quantifiable levels of performance (number of persons served, achieving goals set, etc.) reaching the intended client group?		
4	Is the activity conducted in a timely manner?		
5	Did the activity operate within the approved budget?		
General Comments			
Personnel		Response - Select from Dropdown	Comments
6	Does the recipient have a reimbursement policy?		
7	Were detailed receipts provided to support the amounts requested?		
8	If reimbursed for training or conference expenses, was a certificate of attendance or completion, or agenda and brochure provided to support request for reimbursement?		
9	Is travel approved in advance by a supervisor or project manager?		
10	Are travel expenditures documented with expense reports and/or detailed receipts? (R		
11	Are mileage logs supported by mileage logs or similar documentation?		
12	Are personnel files maintained for each employee that include current job descriptions, performance evaluations, and changes in pay?		
13	Do timesheets, activity reports or payroll files clearly demonstrate the effort toward th		
14	Are all staff positions and fringe benefits consistent with the approved budget?		
General Comments			
Equipments and Supplies		Response - Select from Dropdown	Comments
15	Is an equipment purchasing procedure in place?		
16	Is equipment inventoried, insured and managed?		
17	Is there a disposition of equipment policy?		
18	Are supply purchases approved and well-documented with quotes, invoices, or receipts?		
19	Were all transactions conducted in a manner providing full and open competition from an adequate number of sources?		
20	Is there a substantial amount of inventory at project termination?		
General Comments			
Financial Management		Response - Select from Dropdown	Comments
21	Is there a separate accounting for all financial transactions for the subaward?		
22	Are accounting records supported by source documentation?		
23	Is proper fiscal retention being followed (through December 31, 2031)?		
24	Were applicable State and Federal suspension and debarment listings consulted prior to doing business with a vendor or contractor?		
25	Were invoices reviews for eligibility prior to payment?		
26	Are disbursements fully supported by invoices, requisitions, purchase orders or similar documentation?		
27	Are routine reconciliations conducted?		
28	Are sufficient internal controls in place to promptly correct or resolve issues?		
General Comments			
Other Direct Costs		Response - Select from Dropdown	Comments
29	Are rent payments documented by a copy of the lease agreement, and canceled checks or receipts?		
30	Are receipts, bills, and invoices properly maintained as per the approved budget?		
31	Are costs being shared with other programs or funding sources?		
General Comments			
Recommendations/Monitor Interventions			
Financial			
Programmatic			
Other			



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Exhibit H

State and Local Fiscal Recovery Funds Expenditure Categories

1: Public Health
1.1 COVID-19 Vaccination ^
1.2 COVID-19 Testing ^
1.3 COVID-19 Contact Tracing
1.4 Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, etc.)*
1.5 Personal Protective Equipment
1.6 Medical Expenses (including Alternative Care Facilities)
1.7 Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)^
1.8 COVID-19 Assistance to Small Businesses^
1.9 COVID 19 Assistance to Nonprofits^
1.10 COVID-19 Aid to Impacted Industries^
1.11 Community Violence Interventions*^
1.12 Mental Health Services*^
1.13 Substance Use Services*^
1.14 Other Public Health Services^
2: Negative Economic Impacts
2.1 Household Assistance: Food Programs* ^
2.2 Household Assistance: Rent, Mortgage, and Utility Aid* ^
2.3 Household Assistance: Cash Transfers* ^
2.4 Household Assistance: Internet Access Programs*^
2.5 Household Assistance: Paid Sick and Medical Leave^
2.6 Household Assistance: Health Insurance*^
2.7 Household Assistance: Services for Un/Unbanked*^
2.8 Household Assistance: Survivor's Benefits^
2.9 Unemployment Benefits or Cash Assistance to Unemployed Workers*^
2.10 Assistance to Unemployed or Underemployed Workers (e.g. job training, subsidized employment, employment supports or incentives)*^
2.11 Healthy Childhood Environments: Child Care*^
2.12 Healthy Childhood Environments: Home Visiting*^
2.13 Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System*^
2.14 Healthy Childhood Environments: Early Learning*^
2.15 Long-term Housing Security: Affordable Housing*^
2.16 Long-term Housing Security: Services for Unhoused Persons*^



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2.17 Housing Support: Housing Vouchers and Relocation Assistance for Disproportionately Impacted Communities*^
2.18 Housing Support: Other Housing Assistance*^
2.19 Social Determinants of Health: Community Health Workers or Benefits Navigators*^
2.20 Social Determinants of Health: Lead Remediation*^
2.21 Medical Facilities for Disproportionately Impacted Communities^
2.22 Strong Healthy Communities: Neighborhood Features that Promote Health and Safety^
2.23 Strong Healthy Communities: Demolition and Rehabilitation of Properties^
2.24 Addressing Educational Disparities: Aid to High-Poverty Districts^
2.25 Addressing Educational Disparities: Academic, Social, and Emotional Services*^
2.26 Addressing Educational Disparities: Mental Health Services*^
2.27 Addressing Impacts of Lost Instructional Time^
2.28 Contributions to UI Trust Funds^
2.29 Loans or Grants to Mitigate Financial Hardship^
2.30 Technical Assistance, Counseling or Business Planning*^
2.31 Rehabilitation of Commercial Properties or Other Improvements^
2.32 Business Incubators and Start-Up or Expansion Assistance*^
2.33 Enhanced Support to Microbusinesses*^
2.34 Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted)^
2.35 Aid to Tourism, Travel, or Hospitality^
2.36 Aid to Other Impacted Industries^
2.37 Economic Impact Assistance: Other*^
3: Public Health-Negative Economic Impact: Public Sector Capacity
3.1 Public Sector Workforce: Payroll and Benefits for Public Health, Public Safety, or Human Services Workers
3.2 Public Sector Workforce: Rehiring Public Sector Staff
3.3 Public Sector Workforce: Other
3.4 Public Sector Capacity: Effective Service Delivery
3.5 Public Sector Capacity: Administrative Needs
4: Premium Pay
4.1 Public Sector Employees
4.2 Private Sector: Grants to Other Employers
5: Infrastructure
5.1 Clean Water: Centralized Wastewater Treatment
5.2 Clean Water: Centralized Wastewater Collection and Conveyance
5.3 Clean Water: Decentralized Wastewater
5.4 Clean Water: Combined Sewer Overflows
5.5 Clean Water: Other Sewer Infrastructure
5.6 Clean Water: Stormwater
5.7 Clean Water: Energy Conservation



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5.8 Clean Water: Water Conservation
5.9 Clean Water: Nonpoint Source
5.10 Drinking water: Treatment
5.11 Drinking water: Transmission & Distribution
5.12 Drinking water: Lead Remediation, including in Schools and Daycares
5.13 Drinking water: Source
5.14 Drinking water: Storage
5.15 Drinking water: Other water infrastructure
5.16 Water and Sewer: Private Wells
5.17 Water and Sewer: IIJA Bureau of Reclamation Match
5.18 Water and Sewer: Other
5.19 Broadband: “Last Mile” projects
5.20 Broadband: IIJA Match
5.21 Broadband: Other projects

*Denotes areas where recipients must identify the amount of the total funds that are allocated to evidence-based interventions

^Denotes areas where recipients must report on whether projects are primarily serving disadvantaged communities



Exhibit I

Evidenced-Based Intervention Additional Information

What is evidence-based?

For the purposes of the SLFRF, evidence-based refers to interventions with strong or moderate evidence as defined below:

Strong evidence means the evidence base that can support causal conclusions for the specific program proposed by the applicant with the highest level of confidence. This consists of one or more well-designed and well-implemented experimental studies conducted on the proposed program with positive findings on one or more intended outcomes.

Moderate evidence means that there is a reasonably developed evidence base that can support causal conclusions. The evidence base consists of one or more quasi-experimental studies with positive findings on one or more intended outcomes OR two or more nonexperimental studies with positive findings on one or more intended outcomes. Examples of research that meet the standards include: well-designed and well-implemented quasi-experimental studies that compare outcomes between the group receiving the intervention and a matched comparison group (i.e., a similar population that does not receive the intervention).

Preliminary evidence means that the evidence base can support conclusions about the program's contribution to observed outcomes. The evidence base consists of at least one non-experimental study. A study that demonstrates improvement in program beneficiaries over time on one or more intended outcomes OR an implementation (process evaluation) study used to learn and improve program operations would constitute preliminary evidence. Examples of research that meet the standards include: (1) outcome studies that track program beneficiaries through a service pipeline and measure beneficiaries' responses at the end of the program; and (2) pre- and post-test research that determines whether beneficiaries have improved on an intended outcome.



Exhibit J

Code of Federal Regulations §200.332: Requirements for Pass-Through Entities

- Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
 - Federal award identification
 - Subrecipient name (which must match the name associated with its unique entity identifier);
 - Subrecipient's unique entity identifier;
 - Federal Award Identification Number (FAIN);
 - Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency;
 - Subaward Period of Performance Start and End Date;
 - Subaward Budget Period Start and End Date;
 - Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;
 - Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation;
 - Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;
 - Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
 - Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;



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- Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;
 - Identification of whether the award is R&D; and
 - Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414.
- All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award;
 - Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
 - An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either:
 - The negotiated indirect cost rate between the pass-through entity and the subrecipient, which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so;
 - The de minimis indirect cost rate.
 - The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).
 - A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and
 - Appropriate terms and conditions concerning closeout of the subaward.
 - Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the



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appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:

- The subrecipient's prior experience with the same or similar subawards;
- The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F of this part, and the extent to which the same or similar subaward has been audited as a major program;
- Whether the subrecipient has new personnel or new or substantially changed systems; and
- The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).
- Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in § 200.208.
- Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
 - Reviewing financial and performance reports required by the pass-through entity.
 - Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
 - Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by § 200.521.
- The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit



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agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

- Depending upon the pass-through entity's assessment of risk posed by the subrecipient, the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
 - Providing subrecipients with training and technical assistance on program-related matters; and
 - Performing on-site reviews of the subrecipient's program operations;
 - Arranging for agreed-upon-procedures engagements as described in § 200.425.
- Verify that every subrecipient is audited as required by Subpart F of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in § 200.501.
- Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
- Consider taking enforcement action against noncompliant subrecipients as described in § 200.339 of this part and in program regulations.

[85 FR 49543, Aug. 13, 2020, as amended at 86 FR 10440, Feb. 22, 2021]



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Exhibit F

Hidalgo County American Rescue Plan Act Subrecipient Monitoring Policy and Procedures Acknowledgement

By signing this document, I acknowledge that I have received a copy of the Hidalgo County Subrecipient Monitoring Policy, Goals and Procedures. I recognize it contains important information on the Hidalgo County grant policies, procedures, rules and regulations. It is my responsibility to familiarize myself with the material in the handbook.

I understand that no statement contained in this handbook creates any guarantee of continued funding or creates any obligation, contractual or otherwise, on the part of the program.

I understand compliance with the policies and procedures is a condition for the program to continue to be eligible for grant awards from the American Rescue Plan Act and that any violations of the policies and procedures may result in corrective action, including the termination of any grant funds up to the obligation of returning funds to grantor.

Grant Year: _____ Grant Name: _____
ARPA Project Number: _____

ARPA Program Manager

Date

Subrecipient

Date



HIDALGO COUNTY AUDITOR'S OFFICE

American Rescue Plan Act (ARPA)

Reimbursement/Payment Request Form

All parts of this form must be completed. *Incomplete forms will be returned.* The information must be legible. Please refer to the instructions page for proper completion of this form.

SECTION 1	ENTITY CONTACT INFORMATION					
	1. Entity Name:		2. Contact Name:		3. Contact Title:	
	4. Mailing Address: (Street, city, state and ZIP code)			5. Contact Phone:		
			ext.			

SECTION 2	TYPE OF REQUEST	
	6. Payment Type:	
	If this is a one time payment request, check box and enter request amount then proceed to Section 5.	
	If this is a periodic reimbursement request, check box then proceed to Section 3.	

SECTION 3	ARPA EXPENDITURE INFORMATION						
	7. Report Period:		Begin Date		End Date		8. Payment Request No.:
							-
	To Be Completed By Entity				Budget Office Use Only		
	9. Invoice No.	10. Check Date	11. Check No.	12. Check Amt.	14. Project Name	15. Approved Amt.	16. Expense Category
	13. TOTAL				17. TOTAL		

SECTION 4	DOCUMENTATION CHECK LIST					
	Purchasing Policy (should only be provided once)		Quotes		Copies of cancelled checks	
	Sam.gov verification for each vendor		Bids		Invoices	
	Purchase Order for each invoice		Contracts			

SECTION 5	ASSURANCES			
	18. This request is for necessary expenditures incurred due to the public health emergency with respect to COVID-19?	Yes		No
	19. Were the expenditures reported above incurred (paid) on or after March 3, 2021?	Yes		No
	20. Has the request/expenditures reported above been reimbursed by insurance, legal settlement, or any other emergency COVID-19 supplemental funding (whether federal, state, or private in nature)?	Yes		No

SECTION 6	CERTIFICATION	
	The undersigned hereby certifies under penalties of perjury that this request for reimbursement from the Coronavirus Local Fiscal Recovery Fund is true, complete, and accurate and the expenditures reported are in compliance with all conditions of section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act ("ARPA"). I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties.	
	21. Name:	22. Title:
	23. Signature:	24. Date:

SECTION 7	SUBMISSION INFORMATION	FOR COUNTY USE ONLY	
	Submit completed form and supporting documentation via: email: ARPA@auditor.co.hidalgo.tx.us mail: Hidalgo County Auditor's Office Hidalgo County Administration Building 2808 South Business Highway 281 Edinburg, Texas 78539-6243	Budget Office	Auditor's Office
		25. Reviewed by: (signature)	28. Reviewed by: (signature)
		26. Name:	29. Name:
		27. Date:	30. Date:

2023 PARAMEDIC COST BREAKDOWN

ITEM	COST	Per Student
TEEX (12 Students up to 20 Cost will not Change)	\$17,350.00	\$1,445.83
INSTRUCTOR (S)	\$35,000.00	\$2,916.67
BOOKS (12 Students/\$950.00 per student)	\$11,400.00	\$950.00
PARAMEDIC ENTRANCE EXAMS	\$550.00	\$27.50
NATIONAL REGISTRY SKILLS EXAM (\$200 per student @ 12 Students)	\$2,400.00	\$200.00
NATIONAL REGISTRY WRITTEN EXAM (\$160 per student @ 12 Students)	\$1,920.00	\$160.00
TOTAL COST	\$68,620.00	\$5,700.00
 HIDALGO COUNTY PORTION 50%	 \$34,310.00	 \$2,859.17
 MUNICIPAL PORTION 50%	 \$34,310.00	 \$2,859.17

CONTRACT EXTENSION #2023/02/07A

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MERCEDES, TEXAS, that the contract between the City of Mercedes, Texas and Juan R. Alvarez, Municipal Court Judge Services was evaluated and contract renewals may be extended in accordance with the Mercedes City Charter, and

The City Commission hereby exercises the contract extension option for two years beginning October 1, 2022 and ending September 30, 2024 and that the Mayor or Mayor Pro-Tem is hereby authorized to execute this contract extension and to do all other acts necessary to carry said extension into effect.

PASSED, APPROVED, AND ADOPTED THIS THE 7TH DAY OF FEBRUARY, 2023.

Oscar D. Montoya Sr., Mayor

ATTEST:

Joselynn Castillo, City Secretary

CONTRACT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

KNOW ALL MEN BY THESE PRESENT

This Contract is made and entered into by and between the City of Mercedes, a Home Rule Municipal Corporation whose address is 400 South Ohio, Mercedes, Hidalgo County, Texas acting by and through its Mayor, who is authorized to execute this contract by the Mercedes City Commission, hereinafter called the "CITY" and JUAN RAMON ALVAREZ, hereinafter referred to as "ALVAREZ", whose address is 324 University Dr., Edinburg, Hidalgo County, Texas 78539.

I.

The CITY hereby retains and appoints ALVAREZ to act as Municipal Court Judge.

II.

ALVAREZ agrees to and hereby accepts such appointment and agrees to perform all duties necessary to carry out said appointment pursuant to the City Charter and state and federal law.

ALVAREZ shall be answerable to and subject to the direction of the Mercedes City Commission.

III.

For the services to be rendered by ALVAREZ, the CITY shall compensate him the sum of Three Thousand and No/100th (\$3,000.00) Dollars per month, with said sum to be paid on the first day of each calendar month until expiration of this contract.

IV.

The (original) effective date of this contract is July 19, 2011. In October 2019, the City Commission voted to renew a contract with ALVAREZ. This contract, once approved by formal vote by the City Commission, will be for an approximate 2 year term; thus, terminating on September 30, 2021.

This Contract may be terminated by either party upon providing a thirty (30) days written notice to the other party.

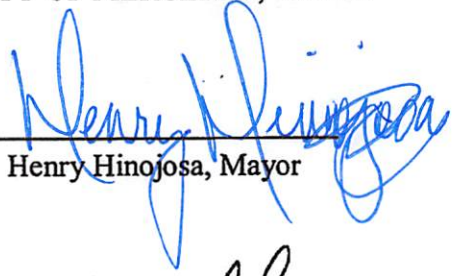
V.

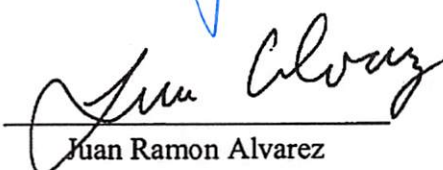
- i) The text herein shall constitute a binding agreement between the parties.
- ii) This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of ALVAREZ.
- iii) This Agreement shall become effective upon adoption and approval by the City Commission of the City of Mercedes.
- iv) If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

- v) This Agreement replaces all previous contracts, employment agreements or understandings between CITY and ALVAREZ.
- vi) This Agreement is entered into in Hidalgo County and exclusive jurisdiction will lie in Hidalgo County, Texas.
- vii) ALVAREZ may not assign or transfer any or all of its interests under the term of this Agreement.
- viii) No amendment, modification or alteration of the term of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement and duly executed by both parties to the Agreement.
- ix) ALVAREZ agrees to hold CITY harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense of any claims arising from the actions or conduct of ALVAREZ. In case of any action or proceeding brought against CITY by reason of any such claim, ALVAREZ, upon notice from CITY, agrees to defend the action or proceeding by counsel acceptable to CITY.

WITNESS THE SIGNATURES OF ALL PARTIES HERETO IN DUPLICATE ORIGINALS THIS THE 23rd DAY OF January, 2020.

CITY OF MERCEDES, TEXAS


Henry Hinojosa, Mayor


Juan Ramon Alvarez

CONTRACT EXTENSION #2023/02/07B

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MERCEDES, TEXAS, that the contract between the City of Mercedes, Texas and TIF Services of South Texas was evaluated and contract renewals may be extended in accordance with the Mercedes City Charter, and

The City Commission hereby exercises the contract extension option for two years beginning May 25, 2022 and ending May 24, 2024 and that the Mayor or Mayor Pro-Tem is hereby authorized to execute this contract extension and to do all other acts necessary to carry said extension into effect.

PASSED, APPROVED, AND ADOPTED THIS THE 7TH DAY OF FEBRUARY, 2023.

Oscar D. Montoya Sr., Mayor

ATTEST:

Joselynn Castillo, City Secretary

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is made and entered into effective as of the 6th day of November, 2017 by and between the City of Mercedes, Texas (the "Client"), and TIF Services of South Texas (the "Consultant").

WITNESSETH:

WHEREAS, the Client has agreed to engage the Consultant, and the Consultant has agreed to perform certain consulting services upon the terms and conditions set forth herein:

1. Engagement. The Client hereby engages the Consultant to serve as a consultant to the Client, and the Consultant hereby accepts such engagement, upon the terms and condition set forth herein.. The Consultant's engagement hereunder is with the agreement that the agreement is not exclusive, and that the Consultant may have other business investments and interests.

2. Duties. During the Term of this Agreement, the Consultant shall perform the services set forth on Exhibit A hereto (the "Services"). The Consultant agrees to perform all of the Services to be performed by him hereunder in a diligent and businesslike manner.

3. Consulting Fees. In full payment for the Services, the Client shall pay the Consultant the compensation set forth on Exhibit A to this Agreement. The Client shall also reimburse the Consultant for all reasonable travel and business expenses incurred in connection with the Services provided hereunder in accordance with the Client's reimbursement policies.

4. Term. Subject to Section 8 hereof, the initial term of this Agreement (such initial Period and all extensions thereof being referred to herein as the ("Term")) shall commence on the date hereof and end on December 31, 2020. Upon termination of this Agreement, neither party shall have any further liability or obligation to the other hereunder.

5. Independent Contractor. The Consultant shall perform his duties hereunder as an independent contractor and he is not and shall not be an employee of the Client. The Client and Consultant acknowledge that the Consultant will not be entitled to any insurance, pension, profit sharing, retirement or other fringe benefits that the Client may provide to its employees during the term of this Agreement. Accordingly, the

Consultant shall be responsible for any withholding of sums due as a result of any payments made hereunder and payment of all taxes arising out of the Consultant's activities under this Agreement.

6. Section Deleted

7. Confidential Information. All information relating to the business and affairs of the Client shall be treated as confidential by the Consultant both during and after the Term hereof. The Consultant shall not disclose any of such information at any time to any person except authorized personnel of the Client and its affiliated corporations or use such information to the detriment of the Client or its agencies. All data, records and written material prepared or compiled by the Consultant concerning the Client, in connection with his services hereunder or furnished to the Consultant by the Client or its agencies prior to or during the Term hereof shall be the sole and exclusive property of the Client, and none of such data, records or other materials, or copies thereof, shall be retained by the Consultant after the Term of this Agreement.

The obligations set forth in this Section 7 shall not apply to information that is or becomes generally available to the public other than through disclosure by or through the Consultant or any of his affiliates or disclosure required by order of a court or governmental regulatory authority of competent jurisdiction.

8. Termination.

(a) **Death or Disability.** In the event that the Consultant should become unable to continue in its capacity during the Term, the Term shall terminate as of the date of incapacity.

(b) **Cause.** The Client, at its option, may terminate the Term and all of the obligations of the Client hereunder for Cause. For the purposes of this Agreement, the Client shall have "Cause" to terminate the Consultant's engagement hereunder in the event of (i) the Consultant's being charged with or entering a plea of guilty or nolo contendere to a felony (other than minor traffic violations) or committing a fraudulent or dishonest act or other act of moral turpitude materially injurious to the Client, (ii) the Consultant's breach of this Agreement in any material respect or (iii) the Consultant's negligence or bad faith in the performance of the services contemplated hereby.

(c) **Without Cause.** The Client may terminate this Agreement at any time for any reason, or no reason, with thirty (30) days prior written notice to Consultant.

(d) **Termination of Obligations.** Upon the termination of this

Agreement, whether by the expiration of the Term specified in Section 4 or pursuant to Section 8, the rights of the Consultant that shall have accrued prior to the date of such termination shall not be affected in any way, and the Consultant shall be entitled to receive the compensation set forth in Exhibit A hereof that has accrued and has not been paid through the date of termination, as well as reimbursement of all fees and expenses incurred by the Consultant as provided in Section 4 hereof. In the event that the Client terminates this Agreement hereunder, the Client shall not be entitled to reimbursement of any of the compensation or reimbursement of expenses paid to the Consultant prior to the date of the termination of this Agreement. The Consultant shall not have any rights that have not previously accrued upon termination of this Agreement. The obligations of the Client under Section 7, of the Consultant under Section 7 and of both the Client and the Consultant under Sections 5, 9, 12, 13 and 15 shall survive the expiration of the Term of this Agreement.

9. **Communications.** Any notice, request or other communication required or permitted by this Agreement to be mailed, given or delivered to the Consultant shall be in writing, addressed to him at his address shown below or at such other address as he shall have furnished from time to time to the Client for the purposes hereof; and any payment to Consultant under this Agreement may be made by check delivered to him or mailed to or delivered at such address. Any notice, request or other communication required or permitted by this Agreement to be given to the Client is to be in writing, addressed to the Client, at the address shown below, or at such other address as the Client shall have furnished to the Consultant for the purposes hereof.

If to the Client

The City of Mercedes.
400 S. Ohio Street
Mercedes, Texas 78570
956-565-3114

If to the Consultant:

TIF Services of South Texas
142 W. Rhapsody, Suite 5
San Antonio, Texas 78216
(210) 804-1919

10. **Entire Agreement.** This Agreement shall constitute the entire agreement

between the parties superseding all prior agreements and all other negotiations and representations (if any) made by and among such parties, and may not be modified or amended, and no waiver shall be effective, unless by written document signed by both parties hereto. The Client and the Consultant have each had an opportunity to consult with counsel of their choice regarding the terms and conditions of this Agreement, and each understands the consequences of entering into and complying with the terms and conditions of the Agreement.

Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the Consultant; the obligations of the Consultant hereunder are personal and this Agreement may not be assigned by the Consultant. This Agreement shall be binding upon, and shall inure to the benefit of, the Client and may not be assigned by the Client.

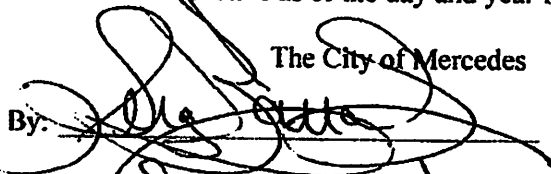
12. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

13. **Severability.** If any provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term hereof shall be valid and shall be enforced to the extent permitted by law.

14. **Headings.** The headings of this Agreement are solely for purposes of identification and shall not, in any manner, alter or vary the interpretation or construction of this Agreement.

15. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which is to be deemed an original, but all of which, together, constitute one and the same instrument.

EXECUTED effective as of the day and year first above written.

The City of Mercedes
By: 
Name: Sergio Zavala
Title: Asst. City Mgr. / Planning Dir.

TIF Services of South Texas

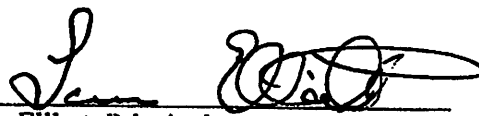
By: 
Lance Elliott, Principal

EXHIBIT A

DESCRIPTION OF CONSULTANT'S SERVICE	COMPENSATION
Revise Finance Plan, Revise Development Plan and prepare invoices for the City and Hidalgo County from taxes paid reports from the Hidalgo County Tax Assessor's Office for the years 2014, 2015 and 2016	\$5,000.00
Assist City in setting up revised Board of Directors for TIRZ, attend Board and City Meetings, prepare draft Resolutions and Ordinances for City Attorney, attend Meeting with Hidalgo County staff to facilitate payment for Hidalgo County Tax Increment. Work with City and EDC on guidelines for the expenditure of TIRZ funds. Assist City in preparing annual reports for City, County and State Comptroller	\$ 5,000.00
Additioanal work as requested	\$ 125.00 hourly

AGENDA ITEM NO. 11E**CONSENT ITEM:**

DATE: 02/07/2023
FROM: Chief Pedro Estrada
ITEM: Chapter 59 Local Agreement

BACKGROUND INFORMATION: This Local Agreement is for the Chapter 59. It's a standard agreement the only thing that will change is to reflect that Chief Estrada is the new head of the department removing Chief Quintanilla as the head of the agency from the previous Local Agreement.

BOARD REVIEW/CITIZEN FEEDBACK:**ALTERNATIVES/OPTIONS:****FISCAL IMPACT:**

Proposed Expenditure/(Revenue):	Account Number(s):
\$	

Finance Review by:

LEGAL REVIEW: Martie Vela

ATTACHMENTS:

1. Local Agreement
- 2.
- 3.

DRAFT MOTION:

STATE OF TEXAS)

) **LOCAL AGREEMENT**

COUNTY OF HIDALGO)

This **LOCAL AGREEMENT** is entered into, by and between the CITY OF MERCEDES POLICE DEPARTMENT, located in Hidalgo County, Texas, hereinafter called "**LAW ENFORCEMENT AGENCY**", and the Office of Criminal District Attorney of Hidalgo, Texas, hereinafter called "**STATE'S ATTORNEY**". This agreement supersedes any and all other prior local agreements and will apply to all pending forfeiture cases filed on or after the date this agreement is signed.

- I. The Parties hereto desire to enter in an agreement to dispose of forfeited "contraband", pursuant to Chapter 59 of the Texas Code of Criminal Procedures;
- II. All property found to be "contraband" pursuant to Article 59.01, 59.02 of the Texas Code of Criminal Procedure, with the State's Attorney representing the state as agent for the state, shall be subject to this local agreement;
- III. The Criminal District Attorney of Hidalgo County, Texas (State's Attorney) represents the State of Texas regarding forfeiture of "contraband" seized pursuant to Chapter 59 of the Texas Code of Criminal Procedure; and
- IV. Article 59.06 of the Texas Code of Criminal Procedure mandates that a local agreement be reached between the State's Attorney, acting as an agent of the state, and the Law Enforcement Agency to effect the disposition of contraband forfeited to the state.

THEREFORE, this **LOCAL AGREEMENT** is hereby made and entered into by the LAW ENFORCEMENT AGENCY and the STATE'S ATTORNEY for the mutual considerations stated herein, and the following is understood and agreed to by the parties;

In consideration for services associated with forfeitures of contraband, the Law Enforcement Agency agrees to pay all court costs, attorney ad litem fees, depositions, title searches, title policies, confidential informants, storage costs, and all other related costs in the forfeiture of vehicles and all other personal property, as outlined below. This clause does not pertain to the forfeiture of real estate, currency, banking accounts and negotiable instruments which is detailed more fully below as to the disposition of costs and which agency will pay same.

1. **PERSONAL PROPERTY**, including, but not limited to vehicles, laptops, computers, cell phones, weapons, etc., and all other personal property to be forfeited to the Law Enforcement Agency and the State's Attorney pursuant to this Agreement, then the forfeited property shall be divided as follows:
 - If personal property, including vehicles retained by the Law Enforcement Agency are to be sold, net proceeds from the sale of said property, after deduction of costs above described, is to be divided as follows: 75% to the Law Enforcement Agency and 25% to the State's Attorney.
 - If personal property, including passenger vehicles, pick-ups trucks, sport utility vehicles, vans, tractor trailers, etc., are to be used for law enforcement purposes pursuant to Article 59.06 (b) of the Texas Code of Criminal Procedures, the Law Enforcement Agency shall obtain the title of said vehicles and will be solely responsible for their use and

maintenance. The State's Attorney will not retain an interest in said vehicles and will be completely absolved of any liability.

- If personal property, including vehicles that are retained by the Law Enforcement Agency for law enforcement purposes are at any time decommissioned and then sold, net proceeds from the sale of said property, after deduction of costs above described, is to be divided as follows: 75% to the Law Enforcement Agency and 25% to the State's Attorney.

All property seized in accordance with this Agreement, with the exception of currency, bank accounts, negotiable instruments, and jewelry, shall be kept in the possession of the Law Enforcement Agency. The Law Enforcement Agency shall be responsible for the upkeep and maintenance of said property and the State's Attorney will be completely absolved of any liability.

The parties further agree that the Law Enforcement Agency shall account for all seized property in their possession until the property is disposed of by court order. Disposition of all property shall comply with Article 59 of the Texas Code of Criminal Procedure.

All other personal property, not suitable for nor desired for use, pursuant to Article 59 of the Texas Code of Criminal Procedure, shall be forfeited to the State's Attorney, as an agent for the State of Texas, and shall be sold at public auction. The net proceeds of said sale of said property, after deduction of sale expenses, shall be divided as follows: 60% to the Law Enforcement Agency and 40% to the State's Attorney.

For the purposes of this Agreement, the definition of "**Personal Property**" includes, but is not limited to, vehicles of all types, weapons, laptops, computers, cell phones, jewelry, gold, and other precious metals and tangible objects of value. The Law Enforcement Agency and the State's Attorney reserve the right to negotiate unique individual agreements on a case by case basis to satisfy special requirements; however, if an agreement cannot be reached, this local agreement shall be binding.

2. **REAL ESTATE**, upon sale of real estate, all court costs, attorney ad litem fees, depositions, title searches, title policies, confidential informants, storage costs, and all other related costs shall be paid or credited to the Law Enforcement Agency if such cost have been previously paid by the Law Enforcement Agency, from the final sum received, with the remaining amounts disbursed to the Law Enforcement Agency and the State's Attorney as agreed upon for CURRENCY, BANKING ACCOUNTS and NEGOTIABLE INSTRUMENTS in Paragraph 3 below.
3. **CURRENCY, BANKING ACCOUNTS, and NEGOTIABLE INSTRUMENTS**, upon being awarded to the State via court order, are to be disbursed and divided up as follows, after the payment of costs:

<u>Amount</u>	<u>Law Enforcement Agency</u>	<u>State's Attorney</u>
Over \$50,000.00	70%	30%
Less than \$50,000.00	60%	40%

4. **JEWELRY** will be sold and its proceeds divided as follows:
60% to the Law Enforcement Agency and 40% to the State's Attorney.

Currency, bank accounts, negotiable instruments and jewelry shall be held and maintained by the State's

Attorney pending final disposition via court order. However, the parties agree that the State's Attorney may exercise discretion and allow the Law Enforcement Agency to maintain physical possession of the currency, bank account, negotiable instruments and jewelry where feasible.

The State's Attorney agrees that remaining contraband, after retention of the above stated portion for the State's Attorney, shall be retained by the Law Enforcement Agency for law enforcement purposes only.

The Law Enforcement Agency and the State's Attorney agree that all costs involved in the forfeiture of the above mentioned money and property shall be paid first and the remaining sum shall be divided and disbursed according to the provisions contained within this agreement. The parties further agree that the percentages will be determined prior to the payment of costs.

In the event costs to prosecute forfeiture of "contraband" seized pursuant to Chapter 59 of the Texas Code of Criminal Procedure, including court costs, attorney ad litem fees, depositions, title searches, title policies, confidential informants, storage costs, and all other related costs exceed the net proceeds of the sale of said contraband, the State's Attorney agrees to pay 50% and the Law Enforcement Agency agrees to pay 50% of those costs.

This agreement shall apply to all money and/or property seized and all money or property sold by the said Law Enforcement Agency on or after the date this agreement is signed. Money and property shall be considered forfeited to the State once a forfeiture judgment has become final, and no Motion for New Trial or Notice of Appeal has been taken.

Proceeds from the sale of real, personal, tangible or intangible property subject to this Agreement shall be apportioned within thirty (30) days of said sale, or pursuant to any other agreements reached between the parties. Distribution to each party shall be made according to this Local Agreement and Article 59.06(a) of the Texas Code of Criminal Procedure.

The term of this agreement shall be for a period of one (1) year upon execution. This Agreement shall automatically be renewed on a yearly basis after the initial one (1) year term. This Agreement may be terminated by either party upon thirty (30) days prior written notice thereof to the other of its intention to terminate upon the date specified in such notice. Any pending forfeiture under this Agreement, filed prior to the termination date, however, shall not be affected by such notices.

Any notice, payment, statement, or demand required or permitted to be given hereunder by either party to the other may be effected by personal delivery, in writing or by certified mail. Mailed notices shall be addressed to the parties at the addresses appearing below, and any change of address must be made by written notice in accordance with this section. Mail notices shall be deemed communicated as of three (3) days after mailing or upon certified mail receipt.

Notice to State's Attorney:	100 N. Closner, Room 303 Hidalgo County, Courthouse Edinburg, Texas 78539
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Notice to Law Enforcement Agency:	316 S. Ohio Avenue Mercedes, Texas 78570
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The Law Enforcement Agency further agrees to pay all costs incurred if the forfeiture action does not result in the property being found to be contraband.

The Law Enforcement Agency agrees to return all real, personal, tangible or intangible property or proceeds therefrom, if a bill of review is successfully taken against the State.

CITY OF MERCEDES POLICE DEPARTMENT

By: _____ Date _____
Pedro Estrada, Chief of Police

**OFFICE OF CRIMINAL DISTRICT ATTORNEY,
HIDALGO COUNTY, TEXAS**

By: _____ Date _____
Ricardo Rodriguez, Jr., Hidalgo County District Attorney

APPROVED AS TO FORM
Hidalgo County District Attorney's Office

By: _____ Date: _____
Josephine Ramirez Solis, Assistant DA

STATE OF TEXAS

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COUNTY OF HIDALGO

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**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF HIDALGO, TEXAS, AND THE CITY OF
MERCEDDES, TEXAS**

THIS Agreement is made on and entered into effective as of the _____ day of _____, 2023, by and between **COUNTY OF HIDALGO, TEXAS**, by and through its Precinct 1, hereinafter referred to as (“County”), and **CITY OF MERCEDDES** hereinafter referred to as (“City”), collectively referred to as “Parties” and pursuant to the provisions of the Texas Interlocal Cooperation Act (“Act”), Chapter 791, et seq., Texas Government Code, as follows:

WITNESSETH:

WHEREAS, the City is a municipality defined as a “Local Government” under the ACT, and a political subdivision organized under the laws of the State of Texas, within the boundary of Hidalgo County; and

WHEREAS, the County is defined as a “Local Government” under the ACT, a political subdivision organized under the laws of the State of Texas; and

WHEREAS, the County and City, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements to certain public roadways within their boundaries;

WHEREAS, the County and City desire to jointly undertake a road reconstruction and improvement project to a portion of Dawson Road (aka Mile ½ Road in the County jurisdiction) from Mile 8 North Road extending South approximately 1,324 total linear feet (the “Road” or “Project”), (*See Exhibit A – Dawson Rd. Improvements Project map*); the road forms an integral part of the County and Mercedes road system and such improvements to the Road is in the public interest of the County and City.

WHEREAS, Parties have agreed to the Cost Estimate for the Project attached in **Exhibit B**, wherein City shall be responsible for paying County for 100% of the labor and materials needed for the Project. (*See Exhibit B – Dawson Rd. Project Cost Estimate*).

WHEREAS, the County and the City are authorized to enter into this Agreement pursuant to the Act, which authorizes local governments to contract with each other and with agencies of the state, to perform governmental functions and services under the terms of the Act; and pursuant to the Section 251.012 of the Texas Transportation Code which authorizes counties to improve roadways within the limits of a City with the City’s consent.

WHEREAS, County and City have determined the Project will serve a public purpose and provide a mutual benefit to each other.

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

1. The parties agree to cooperate in making the necessary reconstruction and improvements to the road in the Dawson Rd. Project as described on **Exhibit A** attached hereto.
2. The City has an Urban County Project which consists of Street Improvement utilizing Community Development Block Grant (CDBG) funds.
3. City, through its CDBG funds, agrees to pay the lump sum amount upon execution of this Agreement, and before work commences, equal to all of the cost of materials and all other related appurtenances if funding is available. (See **Exhibit B – Estimate**). The Hidalgo County Urban County Program will process all Purchase Orders needed for materials utilizing the County of Hidalgo contracted vendors.
4. In the event that the Urban County funding is exhausted or if a specific material or related appurtenance is not covered by CDBG funds, the City shall be responsible for providing all additional funds needed for materials or other related appurtenances needed to complete the Project.
5. In the event additional materials are needed to complete the Project, the County shall provide a cost estimate of the additional materials needed for approval by the City; additional materials will have to be paid before work on the Project continues.
6. County agrees to provide all labor and machinery necessary to perform the improvements to the Road.
7. City agrees to pay the lump sum amount, 30 days after completion of the Project, equal to all of the cost of labor. (See **Exhibit B – Estimate**).
8. County will, to the extent reasonably possible, follow the County's standard specifications in improvements unless otherwise agreed in writing by both parties.
9. County and City will coordinate work schedules in order to provide for minimal disruption to the public and to the operational fiscal affairs of the parties and will complete both the Project no later than **365 days** from the execution of this Agreement.

10. **Prior Agreements.** This Agreement replaces and supersedes any and all prior agreements between County and City with respect to the Road and/or Project except for any Interlocal Agreement 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 Interlocal Agreement(s) is completed and payment is remitted such previous Interlocal Agreement shall terminate at such time.
11. **Authorization.** City has authorized County to perform the work herein described pursuant to Tex. Trans. Code §251.012.
12. **Term.** The effective date of this agreement shall be the date first written above. The term of the Agreement shall be for the time period referenced above.
13. **Termination.** Either Party may terminate this Agreement with or without cause upon thirty (30) days written notice to each other.
14. **Liability Insurance.** Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.
15. **Indemnification.**
- A. **By the CITY:** To the extent permitted under the Constitution and laws of the State of Texas, the CITY agrees to indemnify and hold harmless and defend COUNTY, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against the COUNTY, for the intentional or negligent acts or omissions by the CITY, whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.
 - B. **By the COUNTY:** To the extent permitted under the Constitution and laws of the State of Texas, the COUNTY agrees to indemnify and hold harmless and defend CITY, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against the CITY, for the intentional or negligent acts or omissions by the COUNTY, whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.
16. **Immunities.** It is expressly understood and agreed that, in the execution of this agreement, neither the City nor County waive, nor shall be deemed hereby to waive, any immunity or

defense that would otherwise be available to it against claims arising in the exercising of governmental powers and functions.

17. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the later shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent to bring them within the legal requirements and only during the times such conflict exists.
18. **No Waiver.** No waiver by any party hereto of any breach of any provisions of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
19. **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 County and City and not otherwise.
20. **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.
21. **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 of

City of Mercedes, Texas
Attention: Mayor
400 S. Ohio Ave.
Mercedes, Texas 78570

With copy to:

City of Mercedes, Texas
Attention: City Manager

400 S. Ohio Ave.
Mercedes, Texas 78570

If to County of Hidalgo: County of Hidalgo
 Attention: County Judge
 100 E. Cano, 2nd Floor
 Edinburg, Texas 78539

With copy to: Hidalgo County Precinct 1
 Attention: Commissioner, Precinct 1
 1902 Joe Stephens Avenue
 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.

22. **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.
23. **Successors.** This Agreement shall be binding upon and to the benefit of the parties hereto and their respective successors and assigns where permitted by this Agreement.
24. **Assignments.** This Assignment shall not be assignable.
25. **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 any paragraph hereof.
26. **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.
27. **Non-Discrimination.** The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and City policy, including without limitation race, color, national origin, religion, sex, age, veteran status, disability or any other category protected under law.

28. **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.
29. **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 (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
30. **Governing Provisions.** Parties shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment can be found in the new 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.
31. **Legal Construction/Severability.** In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
32. **Authority to Execute.** The execution and performance of this Agreement by the Parties has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Parties in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON Month 00, 2023.

Agenda Item No.

Executive Office: _____

CITY OF MERCEDES:

COUNTY OF HIDALGO:

Oscar D. Montoya Sr., Mayor

Hon. Richard F. Cortez, County Judge

ATTEST:

ATTEST:

Joselynn Castillo, City Secretary

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM

Office of the Criminal District Attorney,
Ricardo Rodriguez, Jr.

Michelle Lopez, Assistant District Attorney

STATE OF TEXAS

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COUNTY OF HIDALGO

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**APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project whereby the County of Hidalgo and the City of Mercedes desire to jointly undertake a road reconstruction and improvement project consisting of a portion of Dawson Road from Mile 8 road going South 1324 linear feet (.25 miles). Dawson Road is known as Mile ½ Road in areas within the jurisdiction of the County, and the road forms an integral part of the County and Mercedes road system. Road improvements are to be conducted through an Interlocal Cooperation Agreement between the City of Mercedes, Texas, and Hidalgo County.

By vote on _____ 2023, the Hidalgo County Commissioners Court has approved the Project identified above.

BY: Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Office of the Criminal District Attorney
Ricardo Rodriguez, Jr.

BY: _____
Michelle Lopez, Assistant District Attorney

Exhibit A

Dawson Rd. Improvements Project Map

Dawson Rd. /Mile ½ E (Mile 8 N going south 0.25 Miles) Mercedes, TX



Exhibit A




Exhibit B

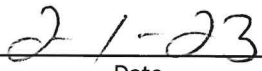
Dawson Rd. Project Cost Estimate

Cost Estimate-Material
Hidalgo County Precinct No. 1
Dawson Rd (Mile 8 N going south .25 miles)
Mercedes, Texas
Full-Reconstruction (1,324 Total LF)
Estimator: Luis Diaz
Date: 01/24/2023



Cost Estimate for a 20' Edge to Edge Roadway Improvements					
Item	Est. Qty	Unit	Item Description	Unit Price in Figures	Total Extension in Figures
Materials					
1	350	Tons	2" HMAC (Type "D")	\$74.30	\$26,005.00
2	85	Gal	Lime "Type A" Slurry	\$214.75	\$18,253.75
3	600	Gal	SS1 Oil	\$16.14	\$9,684.00
			Sub Total:	\$53,942.75	
Resources & Labor					
4	8	hrs	Barber Greene BG260D Paver	\$246.91	\$1,975.28
5	12	hrs	BOMAG MPH364R-2 Recycler	\$320.08	\$3,840.96
6	40	hrs	2018 Chevrolet Silverado 1500 4x2	\$11.75	\$470.00
7	18	hrs	J Deere 770G Motorgrader	\$100.61	\$1,810.98
8	30	hrs	Dynapac CP142 Pneumatic Roller	\$52.15	\$1,564.50
9	12	hrs	Peterbilt 348 Oil Distributor	\$44.18	\$530.16
10	30	hrs	J Deere 310K Backhoe	\$43.91	\$1,317.30
11	15	hrs	Peterbilt 335 Dump Truck	\$78.58	\$1,178.70
12	15	hrs	Peterbilt 335 Dump Truck	\$78.58	\$1,178.70
13	40	hrs	Equipment Operator II	\$27.26	\$1,090.40
14	40	hrs	Maintenance IV	\$27.44	\$1,097.60
15	40	hrs	Maintenance III	\$23.43	\$937.20
16	40	hrs	Truck Driver III	\$24.94	\$997.60
17	40	hrs	Truck Driver III	\$25.83	\$1,033.20
18	40	hrs	Equipment Operator II	\$24.63	\$985.20
			Sub Total:	\$20,007.78	
			Total:	\$73,950.53	


City Administrator


Date