

1. City Council Regular Meeting Agenda (PDF)

Documents: [01-14-2013 - REGULAR MEETING.PDF](#)

2. City Council Regular Meeting Agenda Information Presented (PDF)

Documents: [01-14-2013 - REGULAR MEETING_INFO_PRESENTED.PDF](#)

AGENDA

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a Regular Meeting on Monday, January 14, 2013 at 6:00 p.m. at 1109-B Bayou Road for purpose of considering the following agenda:

(1) CALL MEETING TO ORDER

(2) ROLL CALL

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

(4) MINUTES (3-11)

- a. Workshop Meeting, December 10, 2012
- b. Public Hearing/Regular Meeting, December 10, 2012
- c. Special Meeting, December 18, 2012

(5) CITIZEN'S PARTICIPATION

Comments from the Public (At this time, any person with city-related business who has signed up may speak to Council (limited to three (3) minutes). In compliance with Texas Open Meeting Act the City Council may not deliberate on comments. Personal attacks will not be allowed, and personnel matters should be addressed to the City Manager during normal business hours.

(6) PRESENTATION

- a. Presentation – Wreaths Across America
- b. Presentation – 2012 Christmas Light Contest Winners

(7) BOARDS/COMMISSIONS REPORT

(8) NEW BUSINESS (12-74)

- a. Discussion/possible action – appointment(s) to Boards and Commissions- City Manager C. Buttler
- b. Discussion/possible action - appointment to Subsidence District –City Manager C. Buttler
- c. Discussion/possible action – Resolution No. **R-2013-001** a resolution of the City of La Marque, Texas, endorsing certain legislative action in the Regular Session of the 83rd Texas Legislature to enhance the competitive electric market and system reliability and to protect the traditional role of cities in the regulatory process - City Manager C. Buttler
- d. Discussion/possible action – Ordinance No. **O-2013- 001** of the City Council of the City of La Marque, Texas changing the zoning classification of a tract of land described as ABST 2 Page 6 middle 100 feet of lot 17 (17-2) Duroux Sub the South 100 Feet of the North 502 Feet of tract 17, Alexander Duroux tract in the S.F. Austin League #4, Galveston County, Texas, according to the map or plat thereof attached to a decree of partition in PC#16,536 in Galveston County, Texas, according to the map recorded in Volume 711, Page 456 in the office of the County Clerk of Galveston County, Texas, from Single Family Residential to Two Family Residential; amending the zoning map of the City adopted the 12th day of December 2005, by ordinance number 953. This is the first reading. -Development Services A. Tims
- e. Discussion/possible action – authorizing the Mayor to extend a Homeland Security Grant (Houston Galveston Area Council) received in FY 2010 in the amount of \$36,665.20 –Chief R. Aragon

(10) CITY MANAGER REPORT – No Council Action Necessary (75-91)

(11) REQUESTS AND ANNOUNCEMENTS

a. Requests by Mayor and Council Members for items to be placed on future City Council agendas and announcements on city events/community interests TEX. GOV'T CODE §551.415.(b), "items of community interest" includes:

- (1) expressions of thanks, congratulations, or condolence;
- (2) information regarding holiday schedules;
- (3) an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision;
- (4) a reminder about an upcoming event organized or sponsored by the governing body;
- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality or county; and
- (6) announcements involving an imminent threat to the public health and safety of people in the municipality or county that has arisen after the posting of the agenda.

(12) ADJOURNMENT

CERTIFICATION:

I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas before 6:00 p.m. on this 10th day of January 2013

The City Council for the City of La Marque, Texas reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized the Texas Government Code Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.086 (Economic Development)

Zina Tedford, City Clerk

This facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's office at (409) 938-9203, or Fax (409) 935-0401, or e-mail cityclerk@ci.la-marque.tx.us for further information.

**MINUTES
WORKSHOP MEETING
DECEMBER 10, 2012**

(1) CALL MEETING TO ORDER

Mayor Hocking called the meeting to order at 4:00 p.m.

(2) ROLL CALL

PRESENT:

ABSENT:

Councilmember Brown
Councilmember Trube
Councilmember Osteen
Mayor Pro-Tem Bell
Mayor Hocking

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Hocking dispensed with this item.

(4) WORKSHOP

a. Presentation/discussion- The Tribute Apartments-1720 and 1725 Gulf Freeway -City Manager C. Buttler and Adrian Iglesias

City Manager Buttler informed City Council that Mr. and Mrs. Iglesias had requested an opportunity to present their request to City Council. City Manager Buttler continued by informing Council that Mr. and Mrs. Iglesias had met with the Development Committee (CM Buttler, EDC Director, PW Director Morgan and Building Official Tims) to discuss the proposed complex and the water issues that been brought up at the Council meeting last year.

Mrs. Iglesias gave a brief overview of the proposed complex and its amenities. Their discussion on the number of units, water efficient toilets, waters harvesting methods and the use of individual meters at each unit. Discussion also involved the projected use of water at the proposed complex and the impact on the City. There was discussion on a proposed water recovery fee which would be utilized for the replacement/repair of the water/sewer lines.

Councilmember Trube – voiced concerns regarding water usage and conservation methods.

Mayor Pro-Tem Bell - based on the information provided that we are utilizing approximately 87% of the City's allocation and this includes the Sam's project. Mayor Pro-Tem Bell asked Public Works Director Morgan what does 13% transfer into gallons. Public Works Director Morgan stated that his roughly transfers into roughly 361,000 gallons. Mayor Pro-Tem asked Mr. Iglesias about the projected use at the apartments. Mr. Iglesias stated that is approximately 11,000 gallons per day.

Mayor Hocking asked about the afterschool programs. Mr. Iglesias stated that the programs are a part of the criteria required by the state. The programs include: afterschool tutoring, computers, gardening,

cooking classes, teaching individuals to build their credit, personal development and healthy cooking. These are provided at no costs.

Mayor Pro-Tem Bell – asked about having a police officer living on the premises. Mr. and Mrs. Iglesias indicated that if this was an item of concern for the City; they would allocate an apartment for a police officer.

Councilmember Osteen – stated that we all need to work together. He indicated that he had concerns on voting on this issue this evening and he would like the opportunity to take this information back to his constituents.

Councilmember Trube – asked about the swimming pool. Mr. and Mrs. Iglesias indicated that there are plans to have a pool and understand the concerns with drought conditions. The Iglesias explained there are options available under those circumstances.

Councilmember Brown – stated that Mr. and Mrs. Iglesias had done a great job in presenting their project to City Council. The City of La Marque needs to concentrate on promoting growth within the City.

(5) ADJOURNMENT

The meeting adjourned at 5:27 p.m.

Bobby Hocking, Mayor

Zina Tedford, City Clerk

**MINUTES
PUBLIC HEARING/REGULAR MEETING
DECEMBER 10, 2012**

(1) CALL MEETING TO ORDER

Mayor Hocking called the meeting to order at 6 p.m.

(2) ROLL CALL

PRESENT:

Councilmember Brown

Councilmember Trube

Councilmember Osteen

Mayor Pro-Tem Bell

Mayor Hocking

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Hocking led the Invocation and followed with the Pledge of Allegiance to the Flag.

(4) MINUTES

a. Public/Regular City Council Meeting, November 12, 2012

b. Workshop Meeting, December 3, 2012

Councilmember Trube made a motion to approve the minutes of Public/Regular City Council Meeting, November 12, 2012 and Workshop Meeting, December 3, 2012. Mayor Pro-Tem Bell seconded the motion. Minutes were approved as written unanimously.

(5) CITIZEN'S PARTICIPATION

Comments from the Public (At this time, any person with city-related business who has signed up may speak to Council (limited to three (3) minutes). In compliance with Texas Open Meeting Act the City Council may not deliberate on comments. Personal attacks will not be allowed, and personnel matters should be addressed to the City Manager during normal business hours.

David Pennington, Chairman of the Clean City Commission/Cemetery Board informed City Council of the Christmas Lighting Contest being held. The Clean City Commission would be judging the contest and asked for nominations to be submitted to Ms. Polk. Chairman Pennington also invited everyone out to the 2nd Annual Wreaths Across America. This will be held December 15th at the Cemetery at 11:00 a.m.

(6) PRESENTATION

a. Proclamation - La Marque Cougars Little League Football

Mayor Hocking extended congratulations to the La Marque Cougar Little League Football on their Super Bowl Championship.

(7) PUBLIC HEARING

a. Discussion- Ordinance No. **O-2012-1070** amending Chapter 14, Building and Building regulations, Section 14-25 fee schedule, and amending Appendix A schedule of fees and charges by amending fees for electrical work permits, plumbing permit fees and adding mechanical permit fees

Public Hearing opened at 6:04 p.m.

Geraldine Sam asked about the fees outlined in Appendix A. Mayor Hocking informed her that she would be provided a full copy of the proposed ordinance.

Public Hearing closed at 6:06 pm.

b. Discussion/possible action - Ordinance No. **O-2012-1071** amending Chapter 71, Zoning, Section 71.-3, Administration, enforcement and fees of the Code of Ordinances, City of La Marque, Texas, to provide the establishment of fees by ordinance rather than resolution and amending Appendix A, Schedule of Fees and Charges adding rezoning classification and repealing Resolution No. 1043

Public Hearing began at 6:07 p.m.

Public Hearing closed at 6:07 p.m.

(8) OLD BUSINESS

a. Discussion/possible action- Ordinance No. **O-2012-1070** amending Chapter 14, Building and Building regulations, Section 14-25 fee schedule, and amending Appendix A schedule of fees and charges by amending fees for electrical work permits, plumbing permit fees and adding mechanical permit fees. This is the second reading. –Development Services A. Tims

Mayor Pro-Tem Bell made a motion to approve Ordinance No. **O-2012-1070** amending Chapter 14, Building and Building regulations, Section 14-25 fee schedule, and amending Appendix A schedule of fees and charges by amending fees for electrical work permits, plumbing permit fees and adding mechanical permit fees. Councilmember Brown seconded the motion. Councilmember Osteen stated that he had concerns regarding page 15 and the fees for restoration and mechanical fees. Development Services Tims indicated that the information on this section is estimated revenues based on current number of permits issues. The ordinance was approved unanimously.

b. Discussion/possible action - Ordinance No. **O-2012-1071** amending Chapter 71, Zoning, Section 71.-3, Administration, enforcement and fees of the Code of Ordinances, City of La Marque, Texas, to provide the establishment of fees by ordinance rather than resolution and amending Appendix A, Schedule of Fees and Charges adding rezoning classification and repealing Resolution No. 1043. This is the second reading. –Development Services A. Tims

Mayor Pro-Tem Bell made a motion to approve - Ordinance No. **O-2012-1071** amending Chapter 71, Zoning, Section 71.-3, Administration, enforcement and fees of the Code of Ordinances, City of La Marque, Texas, to provide the establishment of fees by ordinance rather than resolution and amending Appendix A, Schedule of Fees and Charges adding rezoning classification and repealing Resolution No. 1043. Councilmember Brown seconded the motion. Councilmember Osteen questioned the purpose of ordinance versus resolution. City Manager Buttler informed Council that an ordinance constitutes the subject matter of municipal law. An ordinance is a legislative act and a resolution usually is an

expression of policy concerning some particular item of business coming within the legislative body's official. Motion passed unanimously.

c. Discussion/possible action – Ordinance No. **O-2012-1069** an ordinance of the City Council of the City of La Marque, Texas, amending the Code of Ordinances, City of La Marque, Texas by adding a new Section 2-150 to modify health insurance eligibility for certain retirees; repealing all ordinances or parts of ordinances or resolutions in consistent or in conflict herewith; and providing for severability. This is the first reading –City Manager C. Buttler

Mayor Pro-Tem Bell made a motion to approve Ordinance No. O-2012-1069 an ordinance of the City Council of the City of La Marque, Texas, amending the Code of Ordinances, City of La Marque, Texas by adding a new Section 2-150 to modify health insurance eligibility for certain retirees; repealing all ordinances or parts of ordinances or resolutions in consistent or in conflict herewith; and providing for severability. Councilmember Brown seconded the motion. Mayor Hocking commented on what a great job City Council did in addressing this issue. Motion passed unanimously.

(9) NEW BUSINESS

Mayor Hocking deviated from the agenda to Agenda Item 9 New Business, 9e

a. Discussion/possible action – Change Order No. 2 decrease in the amount of \$88,450.65 to LJA Project E019-0920 -Public Works Director M. Morgan

Councilmember Trube made a motion to approve Change Order No. 2 decrease in the amount of \$88,450.65 to LJA Project E019-0920. Mayor Pro-Tem Bell seconded the motion. Councilmember Osteen asked why this item was placed back on the agenda. City Manager Buttler stated that due to clarification issues at the last meeting, additional verbiage to include the change orders in the original agenda item was inadvertently left off the agenda and to ensure that the City is protected, we placed this item back on the agenda. This was staff's error.
The motion passed unanimously.

b. Discussion/possible action – Change Order No. 2 increase in the amount of \$53,225.73 to LJA Project E019-0930- Public Works Director M. Morgan

Councilmember Trube made a motion to approve Change Order No. 2 increase in the amount of \$53,225.73 to LJA Project E019-0930. Councilmember Brown seconded the motion. Councilmember Osteen asked about the additional information in the packet. The final payment and release action was approved at the last meeting. Why is the information back in packet? City Manager Buttler stated at the last meeting the back-up information was difficult to read and in this packet staff was able to provide much better copies of the information.
Motion passed unanimously.

c. Discussion/possible action- entering into a contract with Public Management, Inc. of Cleveland, Liberty County, Texas in the amount of \$32,000 to implement the City's 2012 Texas Community Development Block Grant Program (TXCDBG) Contract 712171, which is administered by the Texas Department of Agriculture (TDA)

Mayor Pro-Tem Bell made a motion to enter into a contract with Public Management, Inc. of Cleveland, Liberty County, Texas in the amount of \$32,000 to implement the City's 2012 Texas Community Development Block Grant Program (TXCDBG) Contract 712171, which is administered by the Texas Department of Agriculture (TDA). Councilmember Brown seconded the motion. Councilmember Trube asked about the number of projects still open on page 69. Mr. Baker informed Council that the projects have been completed and approved by the state. This project was submitted in late 2010. Motion passed unanimously.

d. Discussion/possible action – appointment of City of La Marque Fiscal Advisory Affairs Committee- Interim Finance Director S. Kou

Mayor Hocking nominated the following individuals to the City of La Marque Fiscal Affairs Advisory Committee - Interim Finance Director S. Kou, City Manager C. Buttler, Councilmember J. Osteen and citizen Don French.

e. Discussion/possible action – Resolution No. **R-2012-1194** of the City Council of the City of La Marque, Texas in support of the Proposed Tribute Apartments 1720 and 1725 Gulf Freeway, La Marque, Texas, approving an application to the Texas Department of Housing and Community Affairs - City Manager C. Buttler

Mayor Pro-Tem Bell made a motion to approve Resolution No. **R-2012-1194** of the City Council of the City of La Marque, Texas in support of the Proposed Tribute Apartments 1720 and 1725 Gulf Freeway, La Marque, Texas, approving an application to the Texas Department of Housing and Community Affairs. Councilmember Brown seconded the motion. Councilmember Osteen stated for the record that he would not vote on this item this evening. Councilmember Osteen continued by stating that he would like to take this information out to his constituents. There is time and would like to have this opportunity to get the information out; it looks like a good project. Motion passed with 3 AYES; 2 NAYES (Councilmembers Trube and Osteen)

Mayor Hocking deviated back to New Business, Agenda Item 9a

f. Discussion/possible action- Galveston County Emergency Operations Plan—Revised Edition (9-10-12)

Mayor Pro-Tem Bell made a motion to approve the Galveston County Emergency Operations Plan – Revised Edition (9-10-12). Councilmember Trube seconded the motion.

Councilmember Osteen asked why the City of Galveston and City of Dickinson are not part of this plan. Chief Aragon stated he did not know the reason.. General discussion occurred regarding the City of La Marque's plan vs. the County, agreements for use of additional agencies, and status of any contracts.

Chief Aragon stated that we are in the process of compiling the information. Motion passed unanimously.

g. Discussion/possible action – authorizing the City Manager to enter into an agreement for the use of office space located at Gulfway Plaza, to be utilized as a West Side Police Substation-Police Chief R. Aragon

Mayor Pro-Tem Bell made a motion authorizing the City Manager to enter into an agreement for the use of office space located at Gulfway Plaza, to be utilized as a West Side Police Substation. Councilmember Brown seconded the motion. Discussion followed regarding the purpose of the substation. 4 AYES; 1 NAY (Councilmember Trube)

(10) CITY MANAGER REPORT – No Council Action Necessary

Councilmember Osteen had questions – page 94 regarding the generator and the gas supply. PW Director Morgan informed Council that this item had been checked and is now operational. The report indicated that 90% of the Engineering had been completed by LJA and he had already stated that he did not want this firm working on any other City projects. City Manager Buttler informed Council that this project had been approved by Council in 2009. These are federal funds and at that time, the agency had sent a list of approved firms.

Councilmember Trube stated that Council must keep in mind this was a grant and the City was given a list of engineers. At that time, Council had selected this firm and we do not have the authority to change. We would have to contact the agency and request permission to change.

Councilmember Trube – asked for a list of the completed streets.

Councilmember Trube – page 195 – regarding signs about water conservation. City Manager Buttler stated that we have the signs here to present to Council.

Councilmember Trube questioned the Emergency Management duties. Chief Aragon stated that he is working on several of the requirements, but had completed a majority of series.

Councilmember Trube asked for a break out of the revenues/expenditures of the library.

Councilmember Trube asked when Council will be given a copy of the 2013 Budget.

(11) REQUESTS AND ANNOUNCEMENTS

Councilmember Brown – thanked everyone for coming out and supporting the city during the Christmas Parade. Merry Christmas!!

Councilmember Trube – had a great time at the Christmas Parade. Be safe.

Councilmember Osteen – requested City Manager Buttler prepare the following reports:

- Contact number for David Baker

- List of any outstanding work being performed by LJA

- Contact numbers for government agencies

- Status of Newman Rd.

Mayor Pro-Tem Bell – requested that we hire a code enforcement officer soon. Mayor Pro-Tem Bell stated that he is in favor of hiring a certified peace officer. Mayor Pro-Tem Bell stated that he has received concerns regarding high grass and weeds at Oleander and Kansas Street and potholes concerns on Partridge Street.

Mayor Hocking – stated that we are in for some cold weather and asked that we all watch out for our neighbors. Mayor Hocking thanked City Council for all of their efforts in making this a productive meeting.

(12) ADJOURNMENT

Councilmember Trube moved to adjourn the meeting. Councilmember Osteen seconded the motion. Meeting adjourned at 7:35 p.m.

Bobby Hocking, Mayor

Zina Tedford, City Clerk

**MINUTES
PUBLIC HEARING/SPECIAL MEETING
TUESDAY, DECEMBER 18, 2012**

(1) CALL MEETING TO ORDER

Mayor Hocking called the meeting to order at 6:00 p.m.

(2) ROLL CALL

PRESENT:

Councilmember Brown

Councilmember Trube

Councilmember Osteen

Mayor Pro-Tem Bell

Mayor Hocking

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Hocking gave the Invocation for the evening's meeting and stated we all Pledge our Allegiance to this great country of ours.

(4) CITIZEN'S PARTICIPATION

Comments from the Public (At this time, any person with city-related business who has signed up may speak to Council (limited to three (3) minutes). In compliance with Texas Open Meeting Act the City Council may not deliberate on comments. Personal attacks will not be allowed, and personnel matters should be addressed to the City Manager during normal business hours.

No one signed up to address City Council at this time.

(5) PUBLIC HEARING

a. Public Hearing – Ordinance No. **O-2012-1069** an ordinance of the City Council of the City of La Marque, Texas, amending the Code of Ordinances, City of La Marque, Texas by adding a new Section 2-150 to modify health insurance eligibility for certain retirees; repealing all ordinances or parts of ordinances or resolutions inconsistent or in conflict herewith; and providing for severability.

Mayor Hocking opened the Public Hearing at 6:00 p.m. Mayor Hocking asked if anyone would like to speak on this matter. No one wished to speak. The Public Hearing closed at 6:01 p.m.

(6) OLD BUSINESS

a. Discussion/possible action – Ordinance No. **O-2012-1069** an ordinance of the City Council of the City of La Marque, Texas, amending the Code of Ordinances, City of La Marque, Texas by adding a new Section 2-150 to modify health insurance eligibility for certain retirees; repealing all ordinances or parts of ordinances or resolutions inconsistent or in conflict herewith; and providing for severability. This is the second reading – City Manager C. Buttler

Councilmember Osteen made a motion to approve **O-2012-1069** an ordinance of the City Council of the City of La Marque, Texas, amending the Code of Ordinances, City of La Marque, Texas by adding a new Section 2-150 to modify health insurance eligibility for certain retirees; repealing all ordinances or parts of ordinances or resolutions inconsistent or in conflict herewith; and providing for severability. This is the second reading. Councilmember Trube seconded the motion. Motion passed unanimously.

(7) REQUESTS AND ANNOUNCEMENTS

On behalf of City Council, Mayor Hocking wished everyone a safe and happy holiday.

(8) ADJOURNMENT

Councilmember Osteen made a motion to adjourn the meeting. Councilmember Trube seconded the motion. The meeting adjourned at 6:02 p.m.

Bobby Hocking, Mayor

Zina Tedford, City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: 1-14-13

Agenda item: 8a

Prepared by: zt

Reviewed by: CJB

Department: Administration

AGENDA ITEM DESCRIPTION:

Discussion/possible action - appointments to City of La Marque Boards and Commissions – Resolution No. 1032

☒ **Attachments for Reference**

Staff Briefing:

Per Resolution 1032 - Section 3 Nominations and Appointments –

The Economic Development Corporation submitted a letter notifying the City Council of a vacancy.

The Board of Directors shall consist of five (5) directors each of whom shall be appointed by the Governing Body.

<i>ECONOMIC DEVELOPMENT CORP –ORD. #695 COUNCIL APPT.</i>		Six Year Terms	
Ron Crowder	#4 Chimney Corners	14	C
Gene Smith	2110 Evergreen	18	M
Deanie Barrett	2613 Cedar	16	A
			B
Bill Charbonneau	2621 Meadow Lane	14	D

NOTE: In August 2012 Councilmember Brown – submitted an application on behalf of Christopher Lane. City Council did not take action on this item at that time.

<i>PLANNING AND ZONING COMMISSION ORD. #953/957 ORG SET UP BY CITY CHARTER SECTION 10.01 - CITY COUNCIL APPT. 5 MEMBERS</i>		Two Year Terms	
Annette Callis	915 Kenneth	13	A
			B
Norman Koneman	2615 Meadow Lane	13	C
Dickey Stanley	1405 Bowie	14	M
Charles M. Castelline	1616 Lamar	13	D



CITY COUNCIL AGENDA FORM

The city council shall appoint a planning commission which shall consist of five members, each member being a resident and a real property taxpayer of the City of La Marque, and none of whom shall hold any other position in the city government.

Three members of the first commission shall be appointed for a term of two years and two for a term of one year, and service shall be without pay.

History (if applicable):

Target Implementation:

Significant Action Dates:

Action:

☐

Ordinance

☐

Resolution

☐

Proclamation

☐

Special Presentation

☐

Finance Report

☐

Public Hearing

☒

Other – Appointments to Boards/Commissions

Cost Details:

Budgeted	
Actual Bid	
Estimated Expenditure	
Acct. Name	
Line Item #	
Other Funding	

Staff's Recommendation – Consider qualified candidates for appointment.

Fiscal Impact: none -

RESOLUTION NUMBER 1032

A RESOLUTION ESTABLISHING PROCEDURES FOR THE APPOINTMENT OF VOLUNTEERS TO VARIOUS STANDING BOARDS, COMMISSIONS AND COMMITTEES OF THE CITY

WHEREAS, The City Council of the City of La Marque has determined that an established procedure for the appointment of volunteers to the City's various standing Boards, Commissions and Committees is necessary, and

WHEREAS, The City Council wishes to establish a system for the appointment of volunteers which will provide equal opportunity for each Council Member to nominate representatives to the various standing Boards, Commissions and Committees, and

WHEREAS, The City Council believes such a system will lend harmony to the appointment process and enhance the opportunity for citizens of the community to serve,

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of La Marque that;

Section 1. Boards, Commissions and Committees addressed

Standing Boards, Commissions and Committees addressed by this policy shall be referred to as "Committees" in the interest of brevity. Those Committees addressed by this policy are:

- Building Standards Commission
- Clean City Commission
- Electrical Board
- Plumbing Board
- La Marque Economic Development Corporation
- Library Board
- Parks Board
- Planning and Zoning Commission
- Zoning Board of Adjustment
- Public Safety Committee

Section 2. Initial Assignments of Positions and Changes

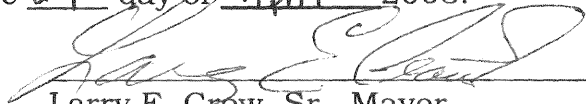
A. Each volunteer position on each of the itemized Committees are hereby assigned to a Council District or the Mayor as indicated on "Attachment A", which is attached to and made a part of this Resolution by reference. The "City Council" as used herein shall also include the position of Mayor.

B. The City Council may amend the District assignments at any time by simple motion and approval at any called City Council Meeting where the subject is posted as a part of the Agenda according to law. District assignments and future changes to those assignments shall be maintained by and kept in the Office of the City Clerk.

Section 3. Nominations and Appointments

- A. **Notice:** Sixty days prior to the expiration of an appointed term, or immediately after being notified of a mid-term vacancy on any Committee, the City Clerk shall notify the Council Member, whose District is assigned the position in question, that a vacancy will be or is open on that Committee. Included with that notice will be any candidates for nomination that the Committee itself may have recommended, any qualifications for the position that may be established by Charter or Ordinance, and the Meeting schedule of the relevant Committee. Copy of the Notice shall be provided to all Members of the City Council at the same time.
- B. **Nominations:** A Council Member shall have thirty days from receiving the City Clerk's notice of a vacancy or pending vacancy for a position assigned to that Council Member to provide the name of a nominee to the City Clerk to be presented to the full City Council for consideration of appointment at the next Regular scheduled City Council Meeting following the thirty days. The nominating Council Member shall provide, along with the name, the address, telephone number and qualifications of any nominee or nominees. If the Council Member assigned to a vacant Committee position, or a position scheduled to be vacant because of an expiring term of appointment, fails to provide the City Clerk the name and required information within the thirty days following the date of the notice or, in the case of expiring terms, thirty days prior to the term expires, nominations from any Council Member may be submitted for consideration before or during the Meeting during which appointments are to be considered.
- C. **Appointments:** The City Clerk shall place consideration of appointments to fill vacancies or pending vacancies for the relevant Committees on the next Regular City Council Meeting Agenda, following the thirty days of notice to Council Members. Appointments are made with a majority vote of Council attending a Meeting.
- D. **Committee Chair Responsibilities:** It shall be the responsibility of the Chair Person of each Committee to guide the Committee to enforce any attendance requirements for maintaining Committee membership, to notify the City Clerk of any mid-term vacancies and to provide the City Clerk a record of attendance of the Committee Members.

PASSED AND APPROVED this the 24 day of April 2006.



Larry E. Crow, Sr., Mayor

ATTEST:

Charlette Bristow

Charlette Bristow, City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: 1-14-13

Agenda item: 8b__

Prepared by: __zt__

Reviewed by: CJB

Department: __Administration__

AGENDA ITEM DESCRIPTION:

Discussion/possible action - appointment to Subsidence District –City Manager C. Buttler



Attachments for Reference

1. Letter- notification of the expiration of Mr. Maaz's term
2. Mr. Maaz's letter outlining experience

Staff Briefing:

The Subsidence District notified the City of La Marque that Mr. Maaz's term will expire January 31, 2013 and asked for an appointment/reappointment to be made no later than January 25, 2013. The appointment is for a two-year term. The Subsidence District regulates groundwater pumpage in the Harris-Galveston County to control subsidence.

Mr. Maaz submitted his name to be considered for re-appointment. He is currently serving as the Chairman and would like to continue to serve.

Although this is a Mayoral appointment, staff is presenting for Council agreement.

History (if applicable)

The Harris-Galveston Subsidence District is a special purpose district created by the Texas Legislature in 1975. The District was created to provide for the regulation of groundwater withdrawal throughout Harris and Galveston counties for the purpose of preventing land subsidence, which leads to increased flooding. The District's enabling legislation is found in Chapter 8801 of the Special Districts Code.

Target Implementation:

January 25, 2013 – deadline to submit decision to Subsidence District

Significant Action Dates:

January 31, 2013 – current term expires



CITY COUNCIL AGENDA FORM

Action:

- ☐ Ordinance
- ☐ Resolution
- ☐ Proclamation
- ☐ Special Presentation
- ☐ Finance Report
- ☐ Public Hearing
- ☒ Other – Appointment to Organization

Cost Details:	
Budgeted	
Actual Bid	
Estimated Expenditure	
Acct. Name	
Line Item #	
Other Funding	

Staff’s Recommended Motion: Dependent on Council decision.

Fiscal Impact: N/A



December 10, 2012

The Honorable Bobby Hocking
Mayor
City of La Marque
1111 Bayou
La Marque, Texas 77568

Dear Mayor Hocking:

As General Manager of the Subsidence District, it is my responsibility to notify you that the term of office of Paul Maaz as a board member of the Subsidence District will expire on January 31, 2013. The appointment is to be made by the mayors of the cities of Galveston County. Mr. Maaz may be reappointed for a two-year term. All members appointed to the Subsidence District board must be residents of and qualified voters in the District.

Your selection of a director should be made by Friday, January 25, 2013. Please send your letter confirming your appointment to the address listed below.

Your interest in and support of the Subsidence District is greatly appreciated, and I look forward to working with you and your staff in 2013. Please contact me if you have any questions concerning the board appointments.

Sincerely yours,

Ronald J. Neighbors
General Manager

RJN/rg

HARRIS-GALVESTON
SUBSIDENCE DISTRICT
281-486-1105
Fax: 281-218-3700
postmaster@subsidence.org
1660 WEST BAY AREA BOULEVARD
FRIENDSWOOD, TEXAS 77546-2640
www.subsidence.org

12-11-12 P05:29 IN

To: Lina for agenda

January 8, 2013

To Whom It May Concern,

I would like to submit the following information regarding my history in Galveston County and with the Harris-Galveston Subsidence District.

My family and I moved to Friendswood in 1973 where I was employed by the Friendswood Bank (now Chase Bank) until 1987 when I accepted the position of President of Community National Bank in Friendswood. I am still employed in the banking industry and, presently hold the position of President and CEO of Capital Bank, Houston Texas.

While living in Friendswood I served three terms as a member of the City Council and was President of the Friendswood Chamber of Commerce twice and numerous years on its' board of directors.

In 1992 my wife, Sharon, and I moved to South Shore Harbour where she is an Agent for State Farm Insurance.

I was appointed to The Subsidence District by the 13 Mayors of Galveston County in 1986. During my tenure with the District, I have held several committee chairmanships and presently Chairman to the Board for the past two years.

My service to the District has been rewarding and I feel that Galveston County has been well represented. Your support of my appointment to another two-year term would be very much appreciated.

Sincerely,

Paul E. Maaz
2623 Rose Hill Dr.
713-675-2341 (cell)



CITY COUNCIL AGENDA FORM

Meeting Date: 1-14-13

Agenda item: 8c

Prepared by: ___cjb___

Reviewed by: ___CJB___

Department: Administration

AGENDA ITEM DESCRIPTION:

Discussion/possible action – Resolution No. **R-2013-001** a resolution of the City of La Marque, Texas, endorsing certain legislative action in the Regular Session of the 83rd Texas Legislature to enhance the competitive electric market and system reliability and to protect the traditional role of cities in the regulatory process - City Manager C. Buttler



Attachments for Reference

1. Resolution No. R-2013-001
2. Information Basis for Resolution

Staff Briefing:

Proposed Resolution No. R-2013-001 was provided by Texas Coalition for Affordable Power (TCAP) to present during the current legislative session as the voice of city members. TCAP's purpose is to keep costs affordable for our citizens and to protect the rights of cities in relation to electrical utilities.

History (if applicable)

1. City of La Marque has benefited from membership in TCAP.
2. Interim Finance Director and I are monitoring our electricity expenses to determine actual and potential savings so we can update you.
3. Ms. Julie Johnston (City Administrator) of Dickinson represents our area and is an officer on the board.

Target Implementation:

January 14, 2013

Significant Action Dates:

August 2012 – the City received \$7,255.13 as our share of distribution of equity.

September 2012 – the City executed a blend and extend agreement to save through 2013 and a fixed price through 2017.



CITY COUNCIL AGENDA FORM



Action:

- | | |
|---|--|
| ☐ Ordinance | ☒ Resolution |
| ☐ Proclamation | ☐ Special Presentation |
| ☐ Finance Report | ☐ Public Hearing |
| ☐ Other | |

Cost Details:	
Budgeted	
Actual Bid	
Estimated Expenditure	
Acct. Name	
Line Item #	
Other Funding	



Staff’s Recommended Motion: Motion to adopt Resolution No. R-2013-001 as presented.

Fiscal Impact: Potential for additional savings through Texas Coalition for Affordable Power (TCAP).

RESOLUTION NO. R-2013-001

A RESOLUTION OF THE CITY OF LA MARQUE, TEXAS, ENDORSING CERTAIN LEGISLATIVE ACTION IN THE REGULAR SESSION OF THE 83RD TEXAS LEGISLATURE TO ENHANCE THE COMPETITIVE ELECTRIC MARKET AND SYSTEM RELIABILITY AND TO PROTECT THE TRADITIONAL ROLE OF CITIES IN THE REGULATORY PROCESS

WHEREAS, the City of La Marque, Texas is a member of Texas Coalition for Affordable Power ("TCAP"), a non-profit political subdivision created by cities throughout Texas to secure affordable electric energy for its members in the deregulated electric market; and

WHEREAS, TCAP pools the energy needs of its more than 160 political subdivision members to negotiate favorable prices and contract terms for the purchase of approximately 1.3 billion kilowatt hours annually; and

WHEREAS, affordable and reliable power means economic development for the City and a better standard of living for our citizens; and

WHEREAS, the City supports legislative initiatives that promote a healthy electric market where competition can flourish and electric customers can save money; and

WHEREAS, the City endorses the legislative agenda of TCAP and opposes legislative initiatives that would fundamentally alter the ERCOT energy market or the traditional role of cities in the regulatory process.

THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF La Marque, TEXAS, THAT:

1. The Regular Session of the 83rd Texas Legislature be encouraged to preserve the traditional role of cities in the regulatory process, including original jurisdiction and reimbursement of reasonable rate case expenses.
2. The Legislature make no statutory changes that would lead to a reduction in revenues paid by public utilities as franchise fees for rental of public rights-of-way.
3. The Legislature facilitate and encourage public/private partnerships between cities and electric generation developers in creating small-scale (not to exceed 50 MW) power plants capable of rapidly meeting peak power needs.
4. The Legislature preclude foreign ownership of electric distribution assets and make it clear that, notwithstanding any other provision in law, home rule cities, individually or collectively, shall be permitted to own and operate electric distribution assets so long as said cities are not involved in retail sales of electricity.

5. The Legislature resists any efforts to transform the energy-only ERCOT market into a capacity market which would increase the price of electricity by artificially inflating generator profits.

6. The Legislature enhance protections against anti-competitive activities in the wholesale market and require the Public Utility Commission (“PUC”) to reform its rules related to Voluntary Mitigation Plans and allow cities and other interested parties to participate in review of such plans.

7. The Legislature mandate that the PUC and market participants provide consumer education regarding the relationship between time of use, cost of energy production and transmission, and the price paid by consumers.

8. The Legislature require the PUC to establish certain uniform products that must be offered by all retail electric providers (“REPs”) and to establish new rules governing the powertochoose.org and powertosavetexas.org websites that will better inform retail customers of complaints against REPs and better educate customers regarding the economic and market benefits of reducing demand during peak periods.

9. This resolution shall take effect immediately upon its passage.

10. A copy of this resolution shall be sent to the elected lawmakers representing the City’s interests in the Texas House and Senate and to Randolph C. Moravec, Executive Director of TCAP, 15455 Dallas Parkway, Addison, Texas 75001.

PASSED AND APPROVED on this _____ day of _____, 2013.

Bobby Hocking, Mayor

ATTEST:

Zina Tedford, City Clerk

The Texas Coalition for Affordable Power ***Recommendations for a More Competitive Electric Market***

Because high energy costs can impact municipal budgets and the ability to fund essential services, TCAP, as part of its mission, actively promotes affordable energy policies. Affordable power in a fully competitive market also means economic development for our communities and a better life for our citizens. TCAP members are committed to making electric deregulation work.

Maintaining an even playing field for cities

Cities have a long history representing consumers in “regulated” rate cases. But big electric companies want to deter cities from exercising any opposition so they can more easily raise rates. TCAP will work hard at the Texas Legislature to protect city authority.

Fair Price for Electricity Produced at Home

Are rooftop solar panels installed in your community? TCAP supports legislation that will ensure that residential and small commercial customers that produce excess power at their homes or businesses receive a fair price for power they provide the grid.

Reduce Confusion in the Retail Electricity Market

Texans should have access to standard-language electricity deals. These deals will enhance competition by facilitating apples-to-apples price shopping.



Avoid Changes in the Market that Will Increase Costs

Some of the state's generation companies want to receive big payments for power plants, regardless of whether any power is actually generated — and are lobbying hard for changes to make it happen. TCAP will oppose proposals at the Legislature that create unnecessary price supports for generators that circumvent the competitive market and increase electricity costs to consumers.

Updating Market Protections in the Lone Star State

Where appropriate, anti-competitive behavior prohibited in other states should also be prohibited in Texas. Texas regulators should have the same power to assess penalties as regulators elsewhere. Legal loopholes that exempt some generators from prosecution should be closed.

Promote Public-Private Electric Generation Partnerships

TCAP wants cities to have the right to pursue small-scale generation projects, just so long as the projects enhance economic development and produce affordable power. Such public-private partnerships also are a cost-effective way to help address the state's long-term generation and reliability challenges.

No foreign ownership of electric distribution facilities

Texans depend on a complex network of wires to bring power to their homes. With so much at stake, accountability is important. That's why there should be no foreign ownership of local electric distribution networks. When the system fails or bills go up, Texans shouldn't have to call Madrid to complain. Home rule cities — individually or collectively — also should be permitted to own and operate electric distribution networks.

Hold Big Generation Companies Accountable for Market Abuses

Under Texas law, big generation companies can obtain advanced regulatory protections against future prosecution for anti-competitive behavior. TCAP supports reforms to ensure that these advanced protections are fair, and don't become "Get Out Of Jail Free" cards for market abusers.





CITY COUNCIL AGENDA FORM

Meeting Date: January 14, 2012

Agenda item: 8d

Prepared by: Ana Tims

Reviewed by: CJB

Department: Development Services

AGENDA ITEM DESCRIPTION:

Discussion/possible action – Ordinance No. **O-2013- 001** of the City Council of the City of La Marque, Texas changing the zoning classification of a tract of land described as ABST 2 Page 6 middle 100 feet of lot 17 (17-2) Duroux Sub the South 100 Feet of the North 502 Feet of tract 17, Alexander Duroux tract in the S.F. Austin League #4, Galveston County, Texas, according to the map or plat thereof attached to a decree of partition in PC#16,536 in Galveston County, Texas, according to the map recorded in Volume 711, Page 456 in the office of the County Clerk of Galveston County, Texas, from Single Family Residential to Two Family Residential; amending the zoning map of the City adopted the 12th day of December 2005, by ordinance number 953. This is the first reading. -Development Services A. Tims



Attachments for Reference

- 1- Proposed Ordinance O-2013-001**
- 2- Planning and Zoning Commission minutes for November 13, 2012.**
- 3- Zoning Map**
- 4- Central Appraisal District Description sheet**
- 5- Maps**

Staff Briefing:

The Planning and Zoning Commission discussed on November 13, 2012, the proposed re-zone for a property described as ABST 2 PAGE 6 MIDDLE 100 FT OF LOT 17 (17-2) DUROUX SUB THE SOUTH 100 FEET OF THE NORTH 502 FEET OF TRACT 17, ALEXANDER DUROUX TRACT IN THE S.F. AUSTIN LEAGUE #4; 210 Duroux from (R-1) Single Family residential to (R-2) Two Family Residential. At the meeting, the Planning & Zoning Commission recommended City Council approve the request.

History (if applicable):

August 30, 2012 -Samuel Davis Jr. applied for the re-zoning of the property addressed as 210 Duroux.

November 13, 2012- Planning and Zoning Commission held a Regular Meeting and took action on the proposed re-zone of a property described as Target Implementation: ABST 2 PAGE 6 MIDDLE 100 FT OF LOT 17 (17-2) DUROUX SUB THE SOUTH 100 FEET OF THE NORTH 502 FEET OF TRACT 17, ALEXANDER DUROUX TRACT IN THE S.F. AUSTIN LEAGUE #4; 210 Duroux from (R-1) Single Family residential to (R-2) Two Family Residential. The minutes and the zoning map indicate that this is not a spot zoning as there will remain a residential characteristic in the neighborhood and it is an extension from R-1 to R-2.



CITY COUNCIL AGENDA FORM

Significant Action Dates:

First Reading -January 14, 2013

Second and Final Reading- January 28, 2013

Action:

☒

Ordinance

☐

Resolution

☐

Proclamation

☐

Special Presentation

☐

Finance Report

☐

Public Hearing

☐

Other

Cost Details: N/A	
Budgeted	
Actual Bid	
Estimated Expenditure	
Acct. Name	
Line Item #	
Other Funding	

Staff's Recommended Motion:

Discuss and take action on the proposed re-zone of a property described as ABST 2 PAGE 6 MIDDLE 100 FT OF LOT 17 (17-2) DUROUX SUB THE SOUTH 100 FEET OF THE NORTH 502 FEET OF TRACT 17, ALEXANDER DUROUX TRACT IN THE S.F. AUSTIN LEAGUE #4; 210 Duroux from (R-1) Single Family residential to (R-2) Two Family Residential

Fiscal Impact: Once the duplex is built at the proposed location there will be additional yearly tax revenue from the land improvements.

ORDINANCE NO. O-2013-001

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, CHANGING THE ZONING CLASSIFICATION OF A TRACT OF LAND DESCRIBED AS ABST 2 PAGE 6 MIDDLE 100 FT OF LOT 17 (17-2) DUROUX SUB THE SOUTH 100 FEET OF THE NORTH 502 FEET OF TRACT 17, ALEXANDER DUROUX TRACT IN THE S.F. AUSTIN LEAGUE #4, GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF ATTACHED TO A DECREE OF PARTITION IN PC#16,536 IN GALVESTON COUNTY, TEXAS ACCORDING TO THE MAP RECORDED IN VOLUME 711, PAGE 456 IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, FROM SINGLE FAMILY RESIDENTIAL TO TWO FAMILY RESIDENTIAL; AMENDING THE ZONING MAP OF THE CITY ADOPTED THE 12TH DAY OF DECEMBER 2005, BY ORDINANCE NUMBER 953

WHEREAS, Samuel Davis (the "Applicant") owner which has purchased the tract of land described as ABST 2 PAGE 6 MIDDLE 100 FT OF LOT 17 (17-2) DUROUX SUB THE SOUTH 100 FEET OF THE NORTH 502 FEET OF TRACT 17, ALEXANDER DUROUX TRACT IN THE S.F. AUSTIN LEAGUE #4, GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF ATTACHED TO A DECREE OF PARTITION IN PC#16,536 IN GALVESTON COUNTY, TEXAS ACCORDING TO THE MAP RECORDED IN VOLUME 711, PAGE 456 IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS (the "Property") generally situated in the corporate city limits of the City of La Marque, Texas (the "City"); and

WHEREAS, the Property presently has a zoning classification of Single Family Residential under Chapter 71: Zoning of the Code of Ordinances of the City of La Marque; and

WHEREAS, the applicant has made application to the City to change such zoning classification of said property from Single Family Residential to Two Family Residential as authorized by the City's Zoning Ordinance; and

WHEREAS, the City Council of the City has conducted, in time and manner and after the notice required by law and Chapter 71: Zone of the Code of Ordinances of the City of La Marque, a public hearing on such request in classification; and

WHEREAS, the council now deems it appropriate to grant such requested change in classification;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS that:

Section 1. The facts and the matters set forth in the preamble on this Ordinance are hereby found to be true and correct.

Section 2. The zoning classification of the certain tract of land described as ABST 2 PAGE 6 MIDDLE 100 FT OF LOT 17 (17-2) DUROUX SUB THE SOUTH 100 FEET OF THE NORTH 502 FEET OF TRACT 17, ALEXANDER DUROUX TRACT IN THE S.F. AUSTIN LEAGUE #4, GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF ATTACHED TO A DECREE OF PARTITION IN PC#16,536 IN GALVESTON

COUNTY, TEXAS ACCORDING TO THE MAP RECORDED IN VOLUME 711, PAGE 456 IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS is hereby changed from Single Family Residential to Two Family Residential as authorized by the Chapter 71: Zoning of the Code of Ordinances of the City of La Marque.

Section 3. The zoning map of the City, adopted on the 12th day of December, 2005, by Ordinance number 953, shall be revised and amended to show the zoning reclassification of said tract of land as provided in section 2 hereof, with the appropriate reference to the number and effective date of this Ordinance and brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City, save and except the change in zoning classification of the tract described in Section 2 hereof.

Section 5. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or the provision hereof other than the part declared to be invalid or unconstitutional; and the City council of the City of La Marque, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED by the City Council of the City of La Marque, Texas, on the first reading this the ____ day of _____, 2013.

PASSED AND APPROVED by the City Council of the City of La Marque, Texas, on the second and last reading this the ____ day of _____, 2013.

Bobby Hocking
Mayor
City of La Marque, Texas

ATTEST:

Zina Tedford, City Clerk

**PLANING AND ZONING COMMISSION
REGULAR MEETING
November 13, 2012**

1. CALL TO ORDER

The meeting was called to order at 4:07 p.m. by Dickey Stanley

2. ROLL CALL

PRESENT:

Mike Castelline
Norman Koneman
Dickey Stanley

ABSENT:

Annette Callis

STAFF PRESENT:

Ellis Ortego, City Attorney
Ana Tims, Building Official

3. INVOCATION AND PLEDGE OF ALLEGIANCE

The Commission dispensed with the Invocation. Commissioner Castelline led the Pledge of Allegiance to the Flag.

4. APPROVAL OF MINUTES

Special Meeting of October 9, 2012

Commissioner Koneman made a motion to approve the minutes. Commissioner Stanley seconded the motion. The minutes were approved as written.

5. CITIZENS PARTICIPATION

No one signed up to address the Commission at this time.

6. NEW BUSINESS

a. Discussion/Possible action on the proposed abandonment on 70.5' Wide Street (Oak Street) R.O.W abandoned section of 4th Street between block 50 & block 49 and 80' to 100' Wide Street section of prune between block 49 and 56) ; possible recommendation to City Council.

Jay Hill, Akers Mobil Home Park, explained that he had discussed the abandonment with Councilman Brown. He stated that he has been paying taxes on the property in question. Mr. Hill added he understands that the owners of Land & Sea are interested in obtaining the 70 foot right of way and half of the 80-100 foot of the other side of the ROW. Discussion continued which revealed that half of the property that has not been abandoned. Mr. Cotter, Land & Sea, discussed the proposed plans for the property. Mr. Cotter also stated he is aware that there is a pipeline running through the property which limits his options. Mr. Ortego, City Attorney, and the Commission proposed moving forward with the item. The representatives of Land & Sea are aware that they

must obtain a letter of release from all abutting property owners. This letter was provided to them at the meeting. They were made aware that a consensus had to be reached by these three property owners as to who was going to absorb which property, and they were also informed that it is their responsibility to have the property platted to the new areas, as well as appraised before presentation to City Council could be made.

Commissioner Stanley made a motion to recommend that Council approve the abandonment with the stipulation that City Council be provided the survey, release forms from all abutting property owners and appraisals have been turned into city staff for presentation to City Council. Commissioner Castelline seconded the motion and the motion passed unanimously.

b. Discussion/possible action the proposed rezone for a property described as ABST 2 PAGE 6 MIDDLE 100 FT OF LOT 17 (17-2) DUROUX; 206 Duroux from (R-1) single family residential to (R-2) Two family residential

Mrs. Darlene Davis, representing Samuel Davis, addressed the Commission regarding the proposed plans. Building Official Ana Tims explained to the Commission that Mr. Davis intended to construct a duplex on his property. The Commission had the opportunity to see the blueprints of the proposed construction. Commissioner Koneman asked the size of each unit. Mrs. Davis explained the units will have 3 bedroom 2 baths.

Commissioner Stanley made a motion to recommend that City Council approve the rezone of a property described as ABST 2 PAGE 6 MIDDLE 100 FT OF LOT 17 (17-2) DUROUX; 206 Duroux from (R-1) single family residential to (R-2) Two family residential. Commissioner Castelline seconded the motion and the motion passed unanimously.

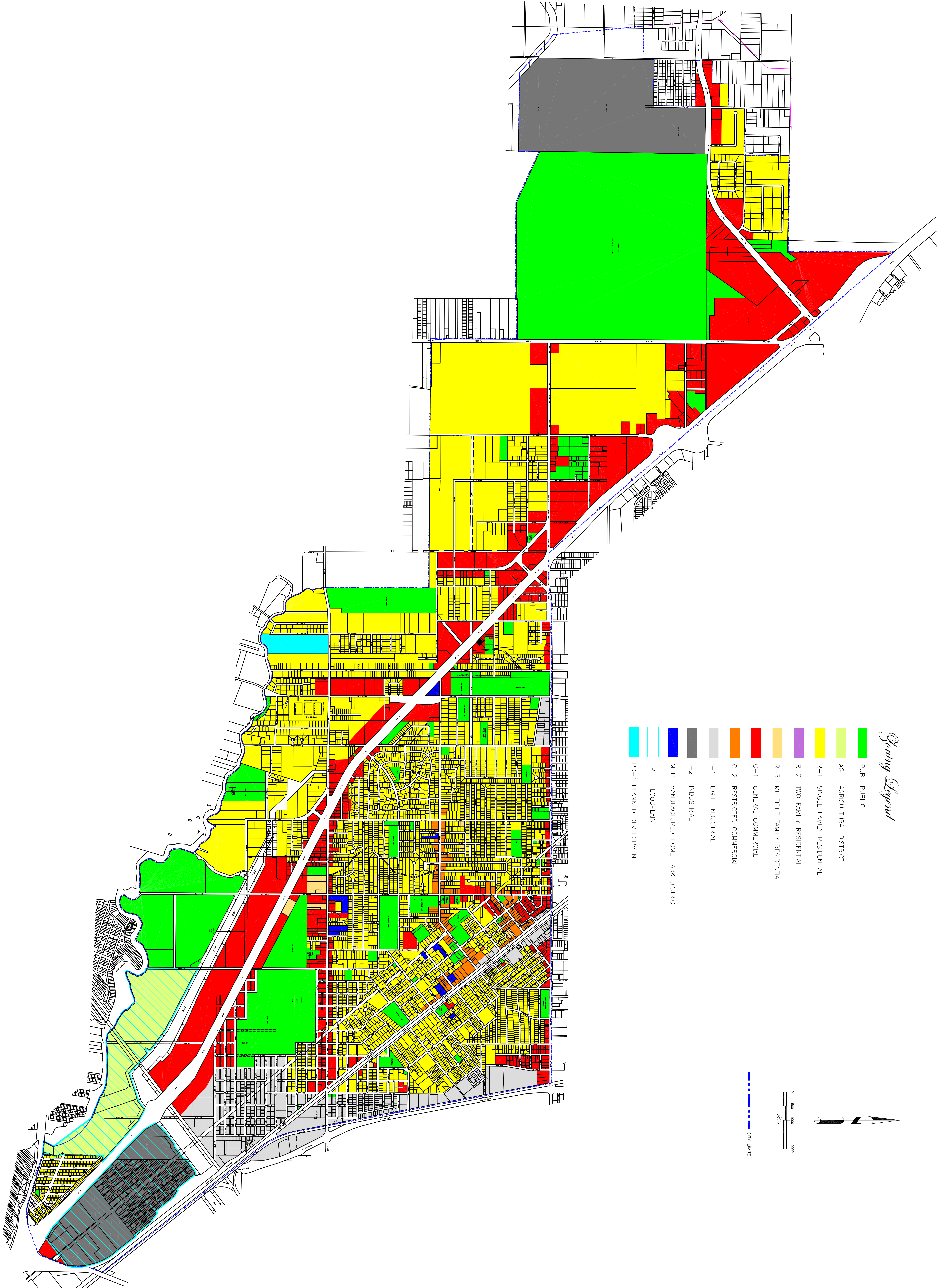
7. REQUESTS AND ANOUNCEMENTS

There were no requests at this time.

8. ADJOURNMENT –

Commissioner Stanley made a motion to adjourn the meeting. Commissioner Castelline seconded the motion. The meeting adjourned at 4: 42p.m.

Dickey Stanley





Galveston Central Appraisal District

9850 Emmett F. Lowry Expressway, Ste. A, Texas City, TX 77591, (866) 277-4
Data on this Web site represents Preliminary 2013 Information [CLICK HISTORY FOR](#)

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[Address Search](#)

[Property Data](#)

[Detail Sheet](#)

[History](#)

[Datasheet](#)

[Other](#)

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[Abstracts](#)

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[ARB Rules](#)

[ONLINE Protest Info](#)

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Property Detail Sheet (R132473)



[History](#)



[Plat Map](#)



[GIS Map](#)



[Datasheet](#)



[Protest](#)



[Notifications](#)

Owner Information

Owner ID: **O0022649**

Owner Name: **DAVIS, SAMUEL, Jr.**

Owner Address: **PO BOX 1180**

LA MARQUE, TX 77568

Property Address: **210 DUROUX RD**

LA MARQUE, TX 77568

Parcel Information

Legal Description: **ABST 2 PAGE 6 MIDDLE 100 FT OF LOT 17 (17-2) DUROUX SUB**

Neighborhood: **3795(3795 - Halls Super Hiway Addn)**

Acreage: **0.490**

Cross Reference: **3105-0000-0017-002**

Undivided Interest: **100%**

Exemption Codes:

Entity Codes: **GGA (Galveston County)**

J05 (Mainland College)

S15 (La Marque Isd)

C32 (La Marque City)

RFL (Co Road & Flood)

D02 (Drainage #2)

Deed Type: **Warranty Deed**

Deed Book:

Deed Page: **2011021501**

Map Page: **260-C**

Links:

[Click here](#) to view your 2012 certified values and prior history.

Land

ID	Type	SPTB	Acres	Market
Land1	RL (Residential Lot)	C1 (Real Vacant Plotted Lots/tracts)		Unavailable



A recent version of Adobe Acrobat Reader is required to view PDF documents.
Acrobat Reader is a free program available [here](#).

Contact Us

2012 Certified Roll

Directory

R434870

R434871

R132473

DUROUX RD

R132468

R132302

N HEIGHTS DR

R132332

210
Durox →

Dourox Rd

Campus
Heights

N Heights St

01.09.2013 05:55



CITY COUNCIL AGENDA FORM

Meeting Date: 1-14-13

Agenda item: 8e

Prepared by: Chief Randall Aragon

Reviewed by: *CJB*

Department: Emergency Management

AGENDA ITEM DESCRIPTION:

Discussion/possible action – authorizing the Mayor to extend a Homeland Security Grant (Houston Galveston Area Council) received in FY 2010 in the amount of \$36,665.20



Attachments for Reference

Staff Briefing:

In August 2010, then Emergency Management Coordinator (EMC)/Fire Chief Todd Zacherl submitted an application for the State Homeland Security Grant Program to fund a project that would allow the City of LaMarque to: 1) upgrade their communications center console; and 2) to purchase an antenna mast for the EOC trailer. This grant's total cost would be \$36,665.20, which would be fully funded (no-match), but reimbursable grant.

History (if applicable)

The upgrade to the communications center console was completed during 2011 at a cost of \$12,415 leaving the antenna mast (which was to cost approximately \$22,750) to be completed. The Finance Director (Karen Cooper) was asked by Jennifer Pierce (the EMC) to order the antenna mast; however, the Finance Director would not allow the purchase of the antenna mast until the Houston-Galveston Area Council (HGAC) reimbursed the City for the \$12,415. HGAC would not reimburse the City until the entire grant project was completed.

On 7-27-12 Ms. Pierce then filed a 30-day extension on the grant with the intention of purchasing the antenna mast using City funds. On 9-29-12 Ms. Pierce resigned from the City; the project was not completed due to her departure.

In November 2012 Chief Aragon received a telephone call from the HGAC indicating that the grant's extension had lapsed. At this point Chief Aragon besides concerns about the extension, could not find any documentation that the initial grant had been presented to City Council to fund the grant costs: which (as required by the grant) would be first purchased by the City and then upon completion of the grant the City would be reimbursed for all expenditures.

Target Implementation:

HGAC is currently working with Chief Aragon on completing this grant even though there were extensive delays (due to the aforementioned scenario). At this juncture the following needs to be achieved:

1) Staff is recommending that City Council approve the grant package (that should have been formally approved during 2010); if approved,



CITY COUNCIL AGENDA FORM

- 2) it is recommended that Council approve the initial overall funding of \$36,665.20 expenditure; and
- 3) if so approved to amend the current 2012/2013 budget to include the expenditure of \$22,750 to fund the purchase and installation of the antenna mast, which would complete and close the entire grant;
- 4) if approved, the Mayor would need to sign two (2) past extensions and one (1) current extension as required by HGAC.

In essence, should all the aforementioned actions be approved by City Council (and HGAC also approves the extensions), the City would be fully reimbursed for both the past expenditure (communications console) and the latter expenditure for the antenna mast.

Significant Action Dates:

August 2010 – grant application submitted

July 2012 – extension requested by City staff

September 2012 – Emergency Management Coordinator resigns

November 2012 – City notified of extension expiration

January 14, 2013 – Council requested to approve expenditure of funds

Action:

☐

Ordinance

☐

Resolution

☐

Proclamation

☐

Special Presentation

☐

Finance Report

☐

Public Hearing

☐

Other

Cost Details:

Budgeted	\$ 0.00
Actual Bid	\$ 36,665.20
Estimated Expenditure	\$ 22,750
Acct. Name	
Line Item #	
Other Funding	

Staff's Recommended Motion: City Council approve all aforementioned recommendations by staff.

Fiscal Impact: Expenditure of \$22,750; however, this and the initial expenditure for the communications console would be reimbursed to the City.

State Administrative Agency Extension Request Form

EXTENSION INFORMATION

(Please complete all fields below and provide detail information)

Date: 01/10/13 Agency/Jurisdiction: City of La Marque Region / UASI: Houston-Galveston Area COG

Requestor's Information Name: Chad Waggoner Phone #: 409-682-0561 Email: c.waggoner@cityoflamarque.org

Grant Information:

Grant Year: 2010 Grant: SHSP

Award Amount: \$36,665.20

Amt. Invoiced: \$0.00
(Submitted to SAA)

Amt. Uncommitted: \$22,750.10

Performance Period:

Current End Date: Jul 31, 2012

Requested End Date: Feb 15, 2013

Project Information:

Please provide the following project information for requested grant & grant year:

Total # of projects sub-grantee is responsible for: 1

Total # of projects completed: 0

List projects included in this extension: If **ALL**, check box ☒

(Please use SPARS titles)

1. Develop/Enhance Inoperable communications systems

2. _____

3. _____

4. _____

5. _____

6. _____

Justification for Extension: (Please be project specific)

The City of La Marque as previously stated has undergone significant staff changes. Due to these changes an extension has been requested. The last request was due to expire on 12/21/12. However, before the project can move on the previous GAN has to be signed by the current Mayor. The Mayor and council that was in office at the time has also changed. The current City Manager has requested 60 days for an extension so that this grant can be brought before the current council and Mayor and that the Mayor can sign the appropriate paperwork.

A brief proposed time line is listed below:

01/14/13 La Marque City Council Meeting grant will be discussed
01/15/13 A request will be made through SPARS to purchase equipment
01/18/13 Order Antenna Mast

Date _____ Printed Name (Director/Authorized Official) _____ Signature (Director/Authorized Official) _____

Regional or UASI POC Use Only

POC Name: _____ Date Received: _____

Notes or Comments:

☐ APPROVED

☐ DENIED

Date _____ Printed Name (Regional POC/UASI POC) _____ Signature (Regional POC/UASI POC) _____

NOTE: Save a copy of this form for your records.

SAA USE ONLY

STEP 1 -

Grant Coordinator Review

Date Received

GC Initials

BA Initials

Lead Initials

Spvr Initials

☐ APPROVED

☐ DENIED

Notes or
Comments:

STEP 2 -

Management Review

Dep. Adm. Initials

Signature - Deputy Assistant Director

Date

☐ APPROVED

☐ DENIED

Notes or
Comments:

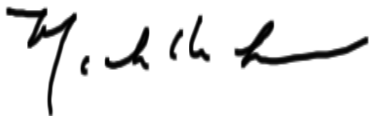


Texas Department of Public Safety

2010 Grant Adjustment Notice for City of La Marque

Date of Award

December 17, 2012

1. Sub-Recipient Name and Address		2. Prepared by: Youngs, Jamie	3. SAA Award Number: 10-GA 41116-03						
Mayor Geraldine Sam City of La Marque 1111 Bayou La Marque, TX 77568		4. Federal Grant Information							
		Federal Grant Title: Homeland Security Grant Program (HSGP) State Homeland Security Program (SHSP)							
		Federal Grant Award Number: 2010-SS-T0-0008							
		Date Federal Grant Awarded to TxDPS: August 1, 2010							
		Federal Granting Agency: Department of Homeland Security FEMA Grant Programs Directorate							
5. Award Amount and Grant Breakdowns									
SHSP Award Amount (Federal) CFDA: 97.073 \$36,665.20		<table border="1"><tr><td colspan="2">Grant Period:</td></tr><tr><td>From: Aug 1, 2010</td><td>To: Dec 21, 2012</td></tr><tr><td colspan="2">(The SAA must receive all invoices by the end of grant period)</td></tr></table>		Grant Period:		From: Aug 1, 2010	To: Dec 21, 2012	(The SAA must receive all invoices by the end of grant period)	
Grant Period:									
From: Aug 1, 2010	To: Dec 21, 2012								
(The SAA must receive all invoices by the end of grant period)									
6. Statutory Authority for Grant: This project is supported under Department of Homeland Security Appropriations Act, 2010 (Public Law 111-83).									
7. Method of Payment: Primary method is reimbursement.									
8. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov.2.8.9029.0									
9. Agency Approval									
Approving TxDPS Official: Machelle Pharr Deputy Assistant Director State Administrative Agency Texas Department of Public Safety		Signature of TxDPS Official: 							
10. Sub-Recipient Acceptance									
I have read and understand the attached Terms and Conditions.									
Type name and title of Authorized Sub-Recipient official:		Signature of Sub-Recipient Official:							
11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:			12. Date Signed :						
13. DUE DATE: January 31, 2013									
Signed award and Direct Deposit Form (if applicable) must be returned to TxDPS on or before the above due date.									

2010 TERMS AND CONDITIONS

Instructions:

The Sub-recipient must:

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

Parties to Sub-recipient Agreement

This Sub-recipient Agreement (includes the Sub-recipient Award and the Terms and Conditions) is made and entered into by and between the Department of Public Safety / State Administrative Agency, (DPS/SAA) an agency of the State of Texas, hereinafter referred to as "DPS/SAA," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, DPS/SAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2010 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and/or in the agreement Sub-recipient Agreement Award.

Sub-recipient must not assign or transfer any interest in this Sub-recipient Agreement without the express, prior written consent of the SAA.

Overview, and Performance Standards

All allocations and use of funds under this grant must be in accordance with the FY 2010 Guidelines and Application Kit for the Federal Grant Title specified on the Sub-recipient Agreement Award. All award Sub-recipients are required to have read, understood and accepted the FY 2010 Guidance and Application Kit as binding.

Standard of Performance. The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by its Regional Planning Group / Urban Area Working Group and/or by the State Administrative Agency (SAA) as applicable. The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement, Terms and Conditions and the following Exhibits located at the end of this document:

1. Assurance – Non-Construction Programs, hereinafter referred to as "**Exhibit A**"
2. Assurance – Construction Programs, hereinafter referred to as "**Exhibit B**"
3. Certification, hereinafter referred to as "**Exhibit C**"

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

Initial _____ Date _____

DPS/SAA Obligations

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

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

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

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

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

Suspension

In the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, DPS/SAA may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

Termination

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

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

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

Enforcement

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

Initial _____ Date _____

Conflict of Interest

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

Monitoring

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

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

Audit

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

DPS/SAA's Right to Audit. DPS/SAA reserves the right to conduct a financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit DPS/SAA or its authorized representative to audit the Sub-recipient's records. The sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

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

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

Other Requirements

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

Initial _____ Date _____

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

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

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

E. Sub-recipients must submit Fiscal Year 2010 Indirect Cost Allocation Plan signed by Cognizant Agency - "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 CFR part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies. Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form.

F. Council of Governments (COG) will follow guidelines listed in the SAA FY 10 COG Statement of Work.

G. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. The sub-recipient agrees to consult with DPS/SAA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

Closing the Grant

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

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

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

Restrictions, Disclaimers and Notices

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

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

C. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to the Point of Contact listed for the sub-recipient in the SAA Grants Management System shall be deemed received the following business day.

Initial _____ Date _____

DPS/SAA Contact Information
Deputy Director, Homeland Security Texas Department of Public Safety State Administrative Agency P.O. Box 4087 Austin, TX 78773-0220

Sub-Recipient Contact Information
(Please Fill-In Contact Information below)
Name:
Title:
Agency:
Address:

Uniform Administrative Requirements, Cost Principles and Audit Requirements

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

A. Administrative Requirements

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

B. Cost Principles

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

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

D. Sub-recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

E. The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FY2010 Grant Program Guidance and Application Kit.

F. The recipient must provide information to FEMA to assist with the legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. The recipient must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances.

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

G. Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated in State Administrative Agency Information Bulletins, and Texas Uniform Grants Management Standards (UGMS).

H. The sub-recipient(s) must, in addition to the assurances, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of the award, and the approved application.

Retention and Accessibility of Records

Retention of Records. The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to the applicable OMB Circular and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this project's public objective, including program requirements and financial obligations, or the period of time required by other applicable laws and regulations. Sub-recipient shall comply with 44 CFR Section 13.42 and UGMS §___.42

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

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

Legal Authority

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

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

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

Notice of Litigation and Claims

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

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

Non-Waiver of Defaults

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

Indemnity

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

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

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

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

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

Changes and Amendments

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

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

Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. . In the event FEMA or DPS/SAA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate sub-recipient acceptance of the changes to the award.

Headings

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

Venue

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

Initial _____ Date _____

Special Conditions

2010 Operation Stonegarden (OPSG) Specific:

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

General:

- 1)
 - a) Provisions applicable to a sub-recipient that is a private entity.
 - i) You as a sub-recipient, your employees, may not:
 - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect: or
 - (3) Use forced labor in the performance of the award or sub-award under this award.
 - ii) We may unilaterally terminate this award, without penalty, if the sub-recipient that is a private entity:
 - (1) Is determined to have violated a prohibition in paragraph 1a of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition of this award term through conduct that is either:
 - (a) Associated with performance under this award; or
 - (b) Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000.
 - b) Provisions applicable to a sub-recipient that is other than a private entity. We may unilaterally terminate this award, without penalty, if the sub-recipient that is a private entity:
 - i) Is determined to have violated a prohibition in paragraph 1a of this award term; or
 - ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a1 of this award term through conduct that is either:
 - (1) Associated with performance under this award; or
 - (2) Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000.
 - c) Provisions applicable to any recipient:
 - i) You must inform us immediately of any information you received from any source alleging a violation of a prohibition in paragraph a1 of this award term.
 - ii) Our right to terminate unilaterally that is described in 1b or 2 of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.

iii) You must include the requirements of 1a of this award term in any sub-award you make to a private entity.

d) Definitions. For purposes of this award term:

i) "Employee" means either:

(1) An individual employed by a sub-recipient who is engaged in the performance of the project or program under this award: or

(2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

iii) "Private entity" means:

(1) Any entity other than a State, local government, Indian Tribe, or foreign public entities, as those terms are defined in 2 CFR 175.25.

(2) Includes:

(a) A non-profit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2CFR 175.25(b).

(b) A for-profit organization

iv) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

2)

a) Classified national security information as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

b) No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for that access to such information

c) Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-awardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch(ISBP), or an appropriate official within the Federal department or agency with whom the classified effort will be performed.

d) Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS " Standard Operation Procedures, Classified Contracting by States and Local Entities," dated July 7, 20089: EO's 12829, 12959, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and /or other applicable implementing directives or instruction. All security requirement documents are located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>.

e) Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any action to facilitate the acquisition of such a contract sub-award, or other agreement, the award recipient shall contact ISPB, or the appropriate Federal department or agency, for approval and processing instructions.

Please fill in the appropriate information and sign.

Type Name of Authorized Official

Title

Sub-recipient Organization

Signature of Authorized Official

Date

Initial _____ Date _____

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this agreement.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Initial _____ Date _____

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Please fill in the appropriate information and sign.

Type Name of Authorized Official

Title

Sub-recipient Organization

Signature of Authorized Official Date

Initial _____ Date _____

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this agreement.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

Initial _____ Date _____

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

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

Please fill in the appropriate information and sign.

Type Name of Authorized Official

Title

Sub-recipient Organization

Signature of Authorized Official

Date

Initial _____ Date _____

Exhibit C

Certifications

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure of Lobbying Activities," in accordance with its instructions
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28C.F.R. Part 67, Section 67.510. (Federal Certification) The Sub-recipient certifies that it and its principals and vendors:
1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to www.epls.gov and the State Debarred Vendor List <http://www.window.state.tx.us/prc> http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/
 2. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and
 4. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and
 5. Where the sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement. (Federal Certification)
- E. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Sub-recipient must comply with 2 CFR Part 180 Subpart C as a condition of receiving grant funds, and sub-recipient must require such compliance in any sub-grants or contract at the next tier.
- G. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.
- H. Drug-free Workplace Act, as amended, 41 U.S.C. §701 et seq. – Requires the recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, place(s) where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. The recipient must notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 CFR Part 17.

I. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

Please fill in the appropriate information and sign.

Type Name of Authorized Official

Title

Sub-recipient Organization

Signature of Authorized Official

Date

Initial _____ Date _____

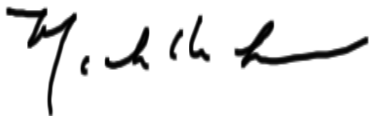


Texas Department of Public Safety

2010 Grant Adjustment Notice for City of La Marque

Date of Award

August 2, 2012

1. Sub-Recipient Name and Address		2. Prepared by: Gabbart, Steven	3. SAA Award Number: 10-GA 41116-02						
Mayor Geraldine Sam City of La Marque 1111 Bayou La Marque, TX 77568		4. Federal Grant Information							
		Federal Grant Title: Homeland Security Grant Program (HSGP) State Homeland Security Program (SHSP)							
		Federal Grant Award Number: 2010-SS-T0-0008							
		Date Federal Grant Awarded to TxDPS: August 1, 2010							
		Federal Granting Agency: Department of Homeland Security FEMA Grant Programs Directorate							
5. Award Amount and Grant Breakdowns									
SHSP Award Amount (Federal) CFDA: 97.073 \$36,665.20		<table border="1"><tr><th colspan="2">Grant Period:</th></tr><tr><td>From: Aug 1, 2010</td><td>To: Aug 31, 2012</td></tr><tr><td colspan="2">(The SAA must receive all invoices by the end of grant period)</td></tr></table>		Grant Period:		From: Aug 1, 2010	To: Aug 31, 2012	(The SAA must receive all invoices by the end of grant period)	
Grant Period:									
From: Aug 1, 2010	To: Aug 31, 2012								
(The SAA must receive all invoices by the end of grant period)									
6. Statutory Authority for Grant: This project is supported under Department of Homeland Security Appropriations Act, 2010 (Public Law 111-83).									
7. Method of Payment: Primary method is reimbursement.									
8. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov.2.8.9029.0									
9. Agency Approval									
Approving TxDPS Official: Machelle Pharr Deputy Assistant Director State Administrative Agency Texas Department of Public Safety		Signature of TxDPS Official: 							
10. Sub-Recipient Acceptance									
I have read and understand the attached Terms and Conditions.									
Type name and title of Authorized Sub-Recipient official:		Signature of Sub-Recipient Official:							
11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:			12. Date Signed :						
13. DUE DATE: September 16, 2012									
Signed award and Direct Deposit Form (if applicable) must be returned to TxDPS on or before the above due date.									

2010 TERMS AND CONDITIONS

Instructions:

The Sub-recipient must:

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

Parties to Sub-recipient Agreement

This Sub-recipient Agreement (includes the Sub-recipient Award and the Terms and Conditions) is made and entered into by and between the Department of Public Safety / State Administrative Agency, (DPS/SAA) an agency of the State of Texas, hereinafter referred to as "DPS/SAA," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, DPS/SAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2010 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and/or in the agreement Sub-recipient Agreement Award.

Sub-recipient must not assign or transfer any interest in this Sub-recipient Agreement without the express, prior written consent of the SAA.

Overview, and Performance Standards

All allocations and use of funds under this grant must be in accordance with the FY 2010 Guidelines and Application Kit for the Federal Grant Title specified on the Sub-recipient Agreement Award. All award Sub-recipients are required to have read, understood and accepted the FY 2010 Guidance and Application Kit as binding.

Standard of Performance. The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by its Regional Planning Group / Urban Area Working Group and/or by the State Administrative Agency (SAA) as applicable. The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement, Terms and Conditions and the following Exhibits located at the end of this document:

1. Assurance – Non-Construction Programs, hereinafter referred to as "**Exhibit A**"
2. Assurance – Construction Programs, hereinafter referred to as "**Exhibit B**"
3. Certification, hereinafter referred to as "**Exhibit C**"

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

Initial _____ Date _____

DPS/SAA Obligations

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

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

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

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

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

Suspension

In the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, DPS/SAA may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

Termination

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

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

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

Enforcement

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

Initial _____ Date _____

Conflict of Interest

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

Monitoring

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

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

Audit

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

DPS/SAA's Right to Audit. DPS/SAA reserves the right to conduct a financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit DPS/SAA or its authorized representative to audit the Sub-recipient's records. The sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

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

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

Other Requirements

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

Initial _____ Date _____

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

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

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

E. Sub-recipients must submit Fiscal Year 2010 Indirect Cost Allocation Plan signed by Cognizant Agency - "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 CFR part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies. Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form.

F. Council of Governments (COG) will follow guidelines listed in the SAA FY 10 COG Statement of Work.

G. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. The sub-recipient agrees to consult with DPS/SAA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

Closing the Grant

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

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

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

Restrictions, Disclaimers and Notices

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

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

C. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to the Point of Contact listed for the sub-recipient in the SAA Grants Management System shall be deemed received the following business day.

Initial _____ Date _____

DPS/SAA Contact Information
Deputy Director, Homeland Security Texas Department of Public Safety State Administrative Agency P.O. Box 4087 Austin, TX 78773-0220

Sub-Recipient Contact Information
(Please Fill-In Contact Information below)
Name:
Title:
Agency:
Address:

Uniform Administrative Requirements, Cost Principles and Audit Requirements

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

A. Administrative Requirements

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

B. Cost Principles

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

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

D. Sub-recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

E. The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FY2010 Grant Program Guidance and Application Kit.

F. The recipient must provide information to FEMA to assist with the legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. The recipient must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances.

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

G. Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated in State Administrative Agency Information Bulletins, and Texas Uniform Grants Management Standards (UGMS).

H. The sub-recipient(s) must, in addition to the assurances, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of the award, and the approved application.

Retention and Accessibility of Records

Retention of Records. The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to the applicable OMB Circular and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this project's public objective, including program requirements and financial obligations, or the period of time required by other applicable laws and regulations. Sub-recipient shall comply with 44 CFR Section 13.42 and UGMS §___.42

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

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

Legal Authority

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

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

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

Notice of Litigation and Claims

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

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

Non-Waiver of Defaults

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

Indemnity

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

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

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

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

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

Changes and Amendments

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

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

Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. . In the event FEMA or DPS/SAA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate sub-recipient acceptance of the changes to the award.

Headings

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

Venue

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

Initial _____ Date _____

Special Conditions

2010 Operation Stonegarden (OPSG) Specific:

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

General:

- 1)
 - a) Provisions applicable to a sub-recipient that is a private entity.
 - i) You as a sub-recipient, your employees, may not:
 - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect: or
 - (3) Use forced labor in the performance of the award or sub-award under this award.
 - ii) We may unilaterally terminate this award, without penalty, if the sub-recipient that is a private entity:
 - (1) Is determined to have violated a prohibition in paragraph 1a of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition of this award term through conduct that is either:
 - (a) Associated with performance under this award; or
 - (b) Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000.
 - b) Provisions applicable to a sub-recipient that is other than a private entity. We may unilaterally terminate this award, without penalty, if the sub-recipient that is a private entity:
 - i) Is determined to have violated a prohibition in paragraph 1a of this award term; or
 - ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a1 of this award term through conduct that is either:
 - (1) Associated with performance under this award; or
 - (2) Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000.
 - c) Provisions applicable to any recipient:
 - i) You must inform us immediately of any information you received from any source alleging a violation of a prohibition in paragraph a1 of this award term.
 - ii) Our right to terminate unilaterally that is described in 1b or 2 of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.

iii) You must include the requirements of 1a of this award term in any sub-award you make to a private entity.

d) Definitions. For purposes of this award term:

i) "Employee" means either:

(1) An individual employed by a sub-recipient who is engaged in the performance of the project or program under this award: or

(2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

iii) "Private entity" means:

(1) Any entity other than a State, local government, Indian Tribe, or foreign public entities, as those terms are defined in 2 CFR 175.25.

(2) Includes:

(a) A non-profit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2CFR 175.25(b).

(b) A for-profit organization

iv) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

2)

a) Classified national security information as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

b) No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for that access to such information

c) Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-awardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch(ISBP), or an appropriate official within the Federal department or agency with whom the classified effort will be performed.

d) Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS " Standard Operation Procedures, Classified Contracting by States and Local Entities," dated July 7, 20089: EO's 12829, 12959, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and /or other applicable implementing directives or instruction. All security requirement documents are located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>.

e) Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any action to facilitate the acquisition of such a contract sub-award, or other agreement, the award recipient shall contact ISPB, or the appropriate Federal department or agency, for approval and processing instructions.

Please fill in the appropriate information and sign.

Type Name of Authorized Official

Title

Sub-recipient Organization

Signature of Authorized Official

Date

Initial _____ Date _____

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this agreement.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Initial _____ Date _____

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

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

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

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

Please fill in the appropriate information and sign.

Type Name of Authorized Official

Title

Sub-recipient Organization

Signature of Authorized Official

Date

Initial _____ Date _____

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this agreement.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

Initial _____ Date _____

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

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

Please fill in the appropriate information and sign.

Type Name of Authorized Official

Title

Sub-recipient Organization

Signature of Authorized Official

Date

Initial _____ Date _____

Exhibit C

Certifications

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure of Lobbying Activities," in accordance with its instructions
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28C.F.R. Part 67, Section 67.510. (Federal Certification) The Sub-recipient certifies that it and its principals and vendors:
1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to www.epls.gov and the State Debarred Vendor List <http://www.window.state.tx.us/prc> http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/
 2. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and
 4. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and
 5. Where the sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement. (Federal Certification)
- E. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Sub-recipient must comply with 2 CFR Part 180 Subpart C as a condition of receiving grant funds, and sub-recipient must require such compliance in any sub-grants or contract at the next tier.
- G. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.
- H. Drug-free Workplace Act, as amended, 41 U.S.C. §701 et seq. – Requires the recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, place(s) where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. The recipient must notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 CFR Part 17.

I. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

Please fill in the appropriate information and sign.

Type Name of Authorized Official

Title

Sub-recipient Organization

Signature of Authorized Official

Date

Initial _____ Date _____

**CITY OF LA MARQUE
INTER-DEPARTMENTAL
COMMUNICATION**

TO: Honorable Mayor Hocking and City Councilmembers
FROM: Carol Buttler, City Manager
DATE: January 14, 2013
SUBJECT: City Manager Report – November 2012

a. Public Safety

• **Personnel:**

LMPD:

There is one (1) Police Officer vacancy. The hiring list is depleted; consequently, the City Clerk is performing the administrative actions to conduct a civil service examination.

LMFD:

There is one (1) Firefighter vacancy. Position is posted and several applications have been received.

• **Training:**

LMPD:

Chief Aragon attended: 1. Eight (8) hour seminar titled: *Galveston County & City Emergency Response Collaboration* sponsored by the GC Health District; 2. Legal Update Seminar at the Doyle Center; 3. Four (4) hour *2012 Hurricane Season After-Action Review* (AKA “Hot-Wash”) at the GC Emergency Management Facility.

LMFD:

Various internal training for Firefighters being conducted and field training for recently hired personnel.

• **Operations:**

LMPD:

La Marque Christmas Parade conducted on 12-5-12: the parade went well. The “after-action review” discussion may result in a new parade route and other needed modifications for the 2013 parade. Police Department personnel distributed gifts (collected and bagged by La Marque Aid & Guidance) to children as part of the annual “Blue Santa” program.

LMFD:

On Duty and Off Duty personnel participated in *Blue Santa* program. Engine 1 was sent to Cummins (Houston) for warranty work on a sensor (it is back in service).

b. Judicial

- Attached for your review are the citation statistic reports for LMPD for the month of December 2012. Those reports reflect the following:

Total citations issued by LMPD	263
Total violations	372
Traffic Enforcement Officer citations	130
Traffic Enforcement Officer violations	179
Total warnings	5
Transporting Hazardous Material	1

c. Public Works

• **CDBG projects**

CDBG Round 1 Disaster Project

Long & Son – General Land Office Grant Project Magnolia Water Plant – As of 10:00 a.m. Monday, January 7, 2013, final inspection and walk thru was completed. The contractor has made repairs to the starter valve controlling gas feed to the generator. The generator was tested and ran by the manufacturer in the presence of City staff and LJA Engineering. Additionally, training was conducted with key staff on all the items, pumps, motor controls and equipment. LJA Engineering prepared close out documents for the City

Manager's approval and signature. David Baker with Public Management is preparing the pay request from the GLO for the final payments to the contractor.

CDBG Round 2.1 Disaster Project

LJA Engineering is 100% complete with the 1a 12" Water Line Project Plans. City staff is scheduled the week of January 14th to conduct a final review of the plans and specifications for the project. Once final review is complete, LJA is scheduled to advertise and solicit for bids in late February. The plans pertaining to 1b Sewer Rehabilitation (36" gravity sewer project) is 100% complete and was forwarded to HMTB Engineering for review.

CDBG Round 2.2 Disaster Project

The contract for this 2.2 Non-Housing Grant Agreement was signed and forwarded to the General Land Office for filing and signatures within their agency. This is one of the procedures moving towards the release of \$4,950,153.00 to complete future water, sewer and road improvement projects. The next step will be environmental review of the City Council prior approved project locations.

CDBG Non-Disaster Sewer Grant

City Staff has not conducted the engineering interview process for this project. At the time of completion, staff will submit for Council approval by January 28, 2013.

- **Sam's Store Construction Site** – City staff has conducted Storm Water site visits for compliance of construction BMP's (Best Management Practices).
Attorney General's Office - Staff has made weekly checks of the construction site. The developer has not continued with any of the underground infrastructure. The underground infrastructure consists of sewer and storm water piping. The contractor has continued with the construction of the parking lot and building fabrication.
- **TXDOT - FM 2004 @ FM 1765 Lane Improvement Project** - The project has started, but has been delayed due to weather conditions.
- **Stage 1 Drought** – The City of La Marque has implemented Stage 2 Drought Contingency Plan as of December 28, 2012. Staff prepared and sent out two telephone notifications.
December 1-31, 2012 Water Usage Amounts
31 day average 2.256 million gallons a day- 81% of capacity
Peak day usage was 3.379 million gallons a day- 121% of capacity
Minimum day usage was 1.943 million gallons a day- 81% of capacity
*Maximum day high use was due to a vehicle hitting a fire hydrant.
- **Annual Bids** –Staff is in the process of developing bid specifications for Odor Control Chemicals. At this time, we have stopped adding the chemicals until we finalize the bid process. Prior purchases were made through a Sole Source Vendor and their patents have expired.

d. EDC

- TxDOT's Alex Galvan called to discuss the fact that they are looking into a right turn lane on FM 2004 near the hard corner owned by the EDC.
TxDOT wants to relocate one of our FM 2004 driveways to FM 1765.
Director Getty asked Mr. Galvan to send him any relevant maps or documents he could share regarding the right turn lane.
Update: TxDOT is currently milling the shoulder on FM 2004 for the new right hand turn lane.
Director Getty met with the new owners of the roughly 83 acres next to the La Marque Sam's Club. They are looking to aggressively market the property in 2013.

JUDICIAL DEPARTMENT

Beginning Date.....: 12/01/2012
Ending Date.....: 12/31/2012
by Citation date

Agency.....: POLICE DEPARTMENT
Officer.....: All

Type of Offense.....: All

Special Flag.....:

Entered By.....: All

Total by Race/Sex.....: Yes

Sort By.....: Officer Badge

Citation Date: 12/01/2012 - 12/31/2012

Summary

PD POLICE DEPARTMENT

514 RODRIGUEZ,R

Totals for Officer

Number of Citations for Officer.....	2
Number of Violations for Officer.....	3
Amount of Fines/Fees Assessed.....	\$691.00
Amount of Paid/Bond Applied.....	\$0.00
Amount Outstanding.....	\$691.00
Number of Citations to Juveniles.....	0
Number of Citations to Minors.....	0
Number of Citations by Sex	
Male	1
Female	1
Unknown	0
Number of Citations by Race	
Black	2

516 CAGNON,KENNETH

Totals for Officer

Number of Citations for Officer.....	1
Number of Violations for Officer.....	1
Amount of Fines/Fees Assessed.....	\$322.00
Amount of Paid/Bond Applied.....	\$0.00
Amount Outstanding.....	\$322.00
Number of Citations to Juveniles.....	0
Number of Citations to Minors.....	0
Number of Citations by Sex	
Male	1
Female	0
Unknown	0
Number of Citations by Race	
Black	1

517 GARCIA,RICHARD

Totals for Officer

Number of Citations for Officer.....	2
Number of Violations for Officer.....	2
Amount of Fines/Fees Assessed.....	\$1,128.00
Amount of Paid/Bond Applied.....	\$0.00
Amount Outstanding.....	\$1,128.00
Number of Citations to Juveniles.....	0

Number of Citations to Minors.....:	1
Number of Citations by Sex	
Male	0
Female	2
Unknown	0
Number of Citations by Race	
White	2

520 PRICE,GEFFORY

Totals for Officer

Number of Citations for Officer.....:	4
Number of Violations for Officer.....:	4
Amount of Fines/Fees Assessed.....:	\$1,088.00
Amount of Paid/Bond Applied.....:	\$0.00
Amount Outstanding.....:	\$1,088.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0
Number of Citations by Sex	
Male	3
Female	1
Unknown	0
Number of Citations by Race	
Black	1
White	2
HISPANIC	1

530 KELEMEN,MIKE

Totals for Officer

Number of Citations for Officer.....:	9
Number of Violations for Officer.....:	11
Amount of Fines/Fees Assessed.....:	\$4,071.00
Amount of Paid/Bond Applied.....:	\$0.00
Amount Outstanding.....:	\$4,071.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	1
Number of Citations by Sex	
Male	7
Female	2
Unknown	0
Number of Citations by Race	
Black	8

White	1
532 MONTANEZ, DOMINGO	
Totals for Officer	
Number of Citations for Officer.....	2
Number of Violations for Officer.....	2
Amount of Fines/Fees Assessed.....	\$1,128.00
Amount of Paid/Bond Applied.....	\$0.00
Amount Outstanding.....	\$1,128.00
Number of Citations to Juveniles.....	2
Number of Citations to Minors.....	0
Number of Citations by Sex	
Male	0
Female	2
Unknown	0
Number of Citations by Race	
White	2
534 KING, CONAN	
Totals for Officer	
Number of Citations for Officer.....	19
Number of Violations for Officer.....	26
Amount of Fines/Fees Assessed.....	\$6,993.21
Amount of Paid/Bond Applied.....	\$711.21
Amount Outstanding.....	\$6,282.00
Number of Citations to Juveniles.....	1
Number of Citations to Minors.....	5
Number of Citations by Sex	
Male	16
Female	3
Unknown	0
Number of Citations by Race	
Black	8
White	7
HISPANIC	3
Asian	1
536 HUNTER, DAVID	
Totals for Officer	
Number of Citations for Officer.....	36
Number of Violations for Officer.....	55
Amount of Fines/Fees Assessed.....	\$13,578.63

Amount of Paid/Bond Applied.....:	\$687.63
Amount Outstanding.....:	\$12,891.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	3
Number of Citations by Sex	
Male	19
Female	17
Unknown	0
Number of Citations by Race	
Black	31
White	5

538 WALTON,H

Totals for Officer

Number of Citations for Officer.....:	6
Number of Violations for Officer.....:	11
Amount of Fines/Fees Assessed.....:	\$3,635.00
Amount of Paid/Bond Applied.....:	\$150.00
Amount Outstanding.....:	\$3,485.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	1
Number of Citations by Sex	
Male	2
Female	4
Unknown	0
Number of Citations by Race	
Black	2
White	4

539 DAY,J

Totals for Officer

Number of Citations for Officer.....:	21
Number of Violations for Officer.....:	28
Amount of Fines/Fees Assessed.....:	\$9,878.00
Amount of Paid/Bond Applied.....:	\$475.00
Amount Outstanding.....:	\$9,403.00
Number of Citations to Juveniles.....:	2
Number of Citations to Minors.....:	1
Number of Citations by Sex	
Male	12
Female	9
Unknown	0

Number of Citations by Race		
Black		14
White		7

540 GUZMAN, JESSE		
Totals for Officer		
Number of Citations for Officer.....		130
Number of Violations for Officer.....		179
Amount of Fines/Fees Assessed.....		\$44,262.15
Amount of Paid/Bond Applied.....		\$7,270.15
Amount Outstanding.....		\$36,992.00
Number of Citations to Juveniles.....		1
Number of Citations to Minors.....		16
Number of Citations by Sex		
Male		71
Female		59
Unknown		0
Number of Citations by Race		
Black		34
White		85
HISPANIC		1
Asian		6
American Indian		2
MIDDLE EASTERN		1
Unknown		1

543 RODRIGUEZ, G		
Totals for Officer		
Number of Citations for Officer.....		3
Number of Violations for Officer.....		3
Amount of Fines/Fees Assessed.....		\$858.00
Amount of Paid/Bond Applied.....		\$561.00
Amount Outstanding.....		\$297.00
Number of Citations to Juveniles.....		1
Number of Citations to Minors.....		0
Number of Citations by Sex		
Male		3
Female		0
Unknown		0
Number of Citations by Race		
White		3

544 LIVELY, AMBER		

Totals for Officer

Number of Citations for Officer.....:	5
Number of Violations for Officer.....:	9
Amount of Fines/Fees Assessed.....:	\$2,407.00
Amount of Paid/Bond Applied.....:	\$0.00
Amount Outstanding.....:	\$2,407.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0
Number of Citations by Sex	
Male	5
Female	0
Unknown	0
Number of Citations by Race	
Black	2
White	3

545 SAMUELSON,SHELBY

Totals for Officer

Number of Citations for Officer.....:	10
Number of Violations for Officer.....:	21
Amount of Fines/Fees Assessed.....:	\$6,410.33
Amount of Paid/Bond Applied.....:	\$2,290.33
Amount Outstanding.....:	\$4,120.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	1
Number of Citations by Sex	
Male	9
Female	1
Unknown	0
Number of Citations by Race	
Black	2
White	5
HISPANIC	3

548 DRICKS,RICHARD

Totals for Officer

Number of Citations for Officer.....:	11
Number of Violations for Officer.....:	15
Amount of Fines/Fees Assessed.....:	\$5,626.00
Amount of Paid/Bond Applied.....:	\$0.00
Amount Outstanding.....:	\$5,626.00
Number of Citations to Juveniles.....:	1

Number of Citations to Minors.....:	3
Number of Citations by Sex	
Male	9
Female	2
Unknown	0
Number of Citations by Race	
Black	3
White	8

551 CLARK, JESSICA

Totals for Officer

Number of Citations for Officer.....:	2
Number of Violations for Officer.....:	2
Amount of Fines/Fees Assessed.....:	\$1,128.00
Amount of Paid/Bond Applied.....:	\$0.00
Amount Outstanding.....:	\$1,128.00
Number of Citations to Juveniles.....:	1
Number of Citations to Minors.....:	0
Number of Citations by Sex	
Male	2
Female	0
Unknown	0
Number of Citations by Race	
White	2

Totals for Agency

Number of Citations for Agency.....:	263
Number of Violations for Agency.....:	372
Amount of Fines/Fees Assessed.....:	\$103,204.32
Amount of Paid/Bond Applied.....:	\$12,145.32
Amount Outstanding.....:	\$91,059.00
Number of Citations to Juveniles.....:	9
Number of Citations to Minors.....:	32
Number of Citations by Sex	
Male	160
Female	103
Unknown	0
Number of Citations by Race	
Black	108
White	136
HISPANIC	8

Asian	7
American Indian	2
MIDDLE EASTERN	1
Unknown	1

Grand Totals

Total Number of Citations.....:	263
Total Number of Violations.....:	372
Total Amount of Fines/Fees Assessed:	\$103,204.32
Total Amount of Paid/Bonds Applied..:	\$12,145.32
Amount Outstanding.....:	\$91,059.00
Total Number of Citations Juveniles.:	9
Total Number of Citations Minors.....:	32
Total Number of Citations by Sex	
Male	160
Female	103
Unknown	0
Total Number of Citations by Race	
Black	108
White	136
HISPANIC	8
Asian	7
American Indian	2
MIDDLE EASTERN	1
Unknown	1

Beginning Date.....: 12/01/2012
Ending Date.....: 12/31/2012
by Citation date

Agency.....: POLICE DEPARTMENT
Officer.....: All

Type of Offense.....: All

Special Flag.....:

Entered By.....: All

Total by Race/Sex.....: Yes

Sort By.....: Officer Badge

PD POLICE DEPARTMENT

516 CAGNON, KENNETH

Totals for Officer

Number of Citations for Officer.....:	1
Number of Violations for Officer.....:	1
Amount of Fines/Fees Assessed.....:	\$0.00
Amount of Paid/Bond Applied.....:	\$0.00
Amount Outstanding.....:	\$0.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0
Number of Citations by Sex	
Male	1
Female	0
Unknown	0
Number of Citations by Race	
White	1

545 SAMUELSON, SHELBY

Totals for Officer

Number of Citations for Officer.....:	4
Number of Violations for Officer.....:	4
Amount of Fines/Fees Assessed.....:	\$0.00
Amount of Paid/Bond Applied.....:	\$0.00
Amount Outstanding.....:	\$0.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	1
Number of Citations by Sex	
Male	2
Female	2
Unknown	0
Number of Citations by Race	
White	3
Black	1

Totals for Agency

Number of Citations for Agency.....:	5
Number of Violations for Agency.....:	5
Amount of Fines/Fees Assessed.....:	\$0.00
Amount of Paid/Bond Applied.....:	\$0.00
Amount Outstanding.....:	\$0.00
Number of Citations to Juveniles.....:	0

Number of Citations to Minors.....:	1
Number of Citations by Sex	
Male	3
Female	2
Unknown	0
Number of Citations by Race	
White	4
Black	1

Grand Totals	
Total Number of Citations.....:	5
Total Number of Violations.....:	5
Total Amount of Fines/Fees Assessed:	\$0.00
Total Amount of Paid/Bonds Applied...:	\$0.00
Amount Outstanding.....:	\$0.00
Total Number of Citations Juveniles.:	0
Total Number of Citations Minors.....:	1
Total Number of Citations by Sex	
Male	3
Female	2
Unknown	0
Total Number of Citations by Race	
White	4
Black	1

Beginning Citation Date.....: 12/01/2012
Ending Citation Date.....: 12/31/2012
Type of Offense.....: All
Specific Offenses.....: 0320
Entered By.....: All
Total by Race/Sex.....: Yes
Agency.....: All
Sort By.....: Offense Code

0320 TRANSPORT HAZARDOUS MATERIAL
Statute: CITY ORDINANCE SECTION 62-166

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Amount of Fines/Fines Assessed.....:	\$564.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0
Offenses	
TRANSPORT HAZARDOUS MATERIAL	1
Number of Citations by Sex	
Male	1
Female	0
Unknown	0
Number of Citations by Race	
Black	1

Grand Totals

Total Number of Citations.....:	1
Total Number of Violations.....:	1
Total Amount of Fines/Fines Assessed:	\$564.00
Total Number of Citations Juveniles..:	0
Total Number of Citations Minors.....:	0
Total Number of Offenses	
TRANSPORT HAZARDOUS MATERIAL	1
Total Number of Citations by Sex	
Male	1
Female	0
Unknown	0
Total Number of Citations by Race	
Black	1

**CANDIDATE APPLICATION FORM
FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS
OF
THE CITY OF LA MARQUE**

City Council will review applicants interested in serving on a City Board and/or City Commission. Information disclosed on this application or any other attached documents may be disclosed in public meetings.

Please type or print information

Board Preference 1: Planning & Zoning Commission

Board Preference 2: _____

Name: Chris Polombo

Home Address: 1206 Veronica

City: La Marque Zip: TX La Marque Resident: 45 yrs

Home Telephone: 409-761-5043 Home E-mail: _____

Profession: N.A. 409-370-7878-cell vinaledge33@yahoo.com

Special Knowledge or Experience applicable to City Board/Commission function: _____

Other Information (Civic Activities): _____

I verify that the information I have provided on this application to be true and correct. I also acknowledge that this information may be made available to the public.

Signature: 

Date: 1/10/13

PLEASE RETURN COMPLETED APPLICATION TO THE CITY CLERK'S OFFICE, 1111 BAYOU RD, LA MARQUE, TEXAS 77568. APPLICATIONS WILL REMAIN ON FILE FOR TWO YEARS.

La Marque Cemetery Board

2012 Year End Report

January 14, 2013

MISSION STATEMENT La MARQUE CEMETERY BOARD

THE MISSION OF THE CEMETERY BOARD IS TO OVERSEE THE PRESERVATION OF THE LA MARQUE CEMETERY AND INSURE THAT IT IS MAINTAINED AS A DIGNIFIED RESTING PLACE FOR THE DECEASED OF OUR COMMUNITY. THE CEMETERY BOARD ALSO OVERSEES THE MANAGEMENT AND PRESERVATION OF ALL CEMETERY RECORDS AND HISTORICAL RECORDS RELATING TO THE CEMETERY.

FIVE YEAR PLAN FOR LA MARQUE CEMETERY BOARD

FY 2011-2012

- Veteran's Day Memorial Service – November 11, 2011
- ✓ Erect Reader Board at entrance to Cemetery
- Cemetery Clean-up Day
- Place Flags on Veteran's graves for Memorial Day
- Install gate on Cemetery entrance (replacing chain gate)
- Wreaths Across America – 50% participation

FY 2012-2013

- Veteran's Day Memorial Service – November 11, 2012
- Cemetery Clean-up Day
- Place Flags on Veteran's graves for Memorial Day
- Wreaths Across America – 100% participation
- Install flag pole and light in Cemetery

FY 2013-2014

- Veteran's Day Memorial Service – November 11, 2013
- Cemetery Clean-up Day
- Place Flags on Veteran's graves for Memorial Day
- Wreaths Across America – 100% participation

FY 2014-2015

- Veteran's Day Memorial Service – November 11, 2014
- Cemetery Clean-up Day
- Place Flags on Veteran's graves for Memorial Day
- Wreaths Across America – 100% participation

FY 2015-2016

City of La Marque

Cemetery Board

Financial Report

As of

December 31, 2012

CITY OF LA MARQUE
FINANCE DEPARTMENT
CEMETERY BOARD
SCHEDULE OF DONATIONS EXPENSES
OCTOBER 2012- SEPTEMBER 2013

FISCAL YEAR 2013

Balance 10/01/12	\$ 875.00
Donations	\$30.00

Total Available Monies	\$ 905.00
------------------------	-----------

Total Revenues	\$ 905.00
----------------	-----------

Expenses:

<i>Date/ Vendor</i>	<i>Description</i>	
11/16/2012 Capitol Flag Co	Solar Powered Flag Pole Light	140.97
11/21/2012 Capitol Flag Co	Flag for Cemetery	55.77
12/14/2012 Lowes	Fasteners for Cemetery Flag	3.16
12/18/2012 Capitol Flag Co	Replace Counter Weight & Retainer Ring	108.27
11/21/2012 Wreaths Across America		50.00

Total Expenses	\$ 358.17
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Balance for 12/31/2013	\$ 546.83
------------------------	-----------


1-14-13


APPROVED JAN 14 2013

APPROVED BY:

**La Marque Cemetery Board
Attendance Roster**

	David Pennington	Peggy Phillips	Bim Crowder	Guadalupe Maldonado	Maggie Manuel	Bart Jennings	Kurt Koopman	
	M	B	D	A	C	C	B	
Jul-10	P	P	P					
Aug-10	P	P	P					
Sep-10	P	P	P	P	P			
Oct-10	P	P	P	P				
Nov-10	P	P		P	P			
Dec-10	P	P			P			
Jan-11	P				P			LOQ
Feb-11	P	P		E	P			
Feb-11-S	P	P			P			
Mar-11	P	E	E	P	P			
Apr-11	P				P			LOQ
May-11	P	E	P	P	P			
Jun-11	P				P			LOQ
Jul-11	P	P	P	E	P			
Aug-11	P	E	P	P	P			
Sep-11	P	P	P	P	P			
Oct-11	P	P	P	E	E			LOQ
Nov-11	P	P	E	E	P			
Dec-11	P	P	P	P	P			
Jan-12								CXL
Feb-12	P	P		P				
Mar-12	P		P	P		P		
Apr-12	P			P		P		
May-12	P		P			P		
Jun-12	P							LOQ
Jul-12	P							LOQ
Aug-12	P		P					LOQ
Sep-12	P		P			P		
Oct-12	P		P				P	
Nov-12	P		P				P	
Dec-12	P		P			P	P	
LOQ	Lack of quorum							
CXL	Cancelled							

La Marque

Clean City Commission

2012 Year End Report

January 14, 2013

Accomplishments 2012

Completed landscaping at library, City Hall, and Police Station

Tire Removal

Mower/litter problems (Bus, community service workers, bus driver)

Yard of the Month

City Wide Spring and Fall Clean-up

Clean-up Main Street

Poster / Essay Contest in schools

Bayou Fest Booth

Christmas Light Contest

Christmas Parade

Clean City Commission Five Year Plan

FY 2012-2013

1. Clean-Up Main Street
2. Entrances to city
3. Inside La Marque magazine
4. Free Saturday dumping at landfill
5. KTB Governor's Achievement contest participation
6. Mentorship Program – increase attendees and volunteers by 7
7. 4 attendees at Keep Texas Beautiful Conference
8. Incorporate 2 additional community organizations in CCC events
9. Sponsor Adopt-A-Street program
10. Participate in 1 additional KTB event (Highlands Bayou cleanup)
11. Quarterly Report to City Council
12. Tire removal
13. Mower/litter problems
14. City Wide Spring Clean-up
15. Reenergize and continue Adopt-A-Spot

FY 2013-2014

1. Mower/litter problems
2. Quarterly Report to City Council
3. Tire removal
4. Continue with Adopt-A-Spot & Adopt-A-Street programs
5. Research & study the possibility of recycling in La Marque
6. KTB Governor's Achievement contest participation
7. 4 attendees at KTB Conference
8. Incorporate 2 additional community organizations in CCC events
9. Mentorship Program – increase attendees and volunteers by 7
10. Participate in 1 additional KTB event
11. City Wide Spring Clean-up
12. Continue cleaning & beautifying City

FY 2014- 2015

1. 4 attendees at KTB Conference
2. Implement recycling in La Marque
3. More KTB projects
4. Hazardous waste project
5. Quarterly Report to City Council
6. Tire removal
7. Mower/litter problems
8. KTB Governor's Achievement contest participation
9. Mentorship Program – increase attendees and volunteers by 7
10. Incorporate 2 additional community organizations in CCC events

FY 2015-2016

1. 4 attendees at KTB Conference
2. Quarterly Report to City Council
3. Tire removal
4. Mower/litter problems
5. KTB Governor's Achievement contest participation
6. Mentorship Program – increase attendees and volunteers by 7

City of La Marque

Clean City

Financial Report

As of

December 31, 2012

CITY OF LA MARQUE
FINANCE DEPARTMENT
CLEAN CITY COMMISSION
SCHEDULE OF DONATIONS EXPENSES
OCTOBER-NOVEMBER
FISCAL YEAR 2013

Balance 10/01/12

\$ 29,255.25

Donations:

	Donations Received	PARKS			Clean City		
		Correct Allocation	Actual Payment	(Under) Payment	Correct Allocation	Actual Payments	(Under) Payment
October 2012	2,991.00	1,495.50	1,495.50	0.00	1,495.50	1,495.50	0.00
November 2012	2,396.00	1,198.00	1,198.00	0.00	1,198.00	1,198.00	0.00
December 2012	2,740.00	1,370.00	1,370.00	0.00	1,370.00	1,370.00	0.00
January 2013		0.00		0.00	0.00		0.00
February 2013		0.00		0.00	0.00		0.00
March 2013		0.00		0.00	0.00		0.00
April 2013		0.00		0.00	0.00		0.00
May 2013		0.00		0.00	0.00		0.00
June 2013		0.00		0.00	0.00		0.00
July 2013		0.00		0.00	0.00		0.00
August 2013		0.00		0.00	0.00		0.00
September 2013		0.00		0.00	0.00		0.00
	<u>\$ 8,127.00</u>	<u>\$ 4,063.50</u>	<u>\$ 4,063.50</u>	<u>0.00</u>	<u>\$ 4,063.50</u>	<u>\$ 4,063.50</u>	<u>0.00</u>

Direct Donations by City:

\$ -

Total Donations

4,063.50
\$ 4,063.50

Revenues:

Interest Earnings

\$ -

Total Revenues

\$ 33,318.75

Expenses:

Date/ Vendor

Description

10/12-Dolores Johnston-Candy, Pencils & Stickers (pd in FY 2013 for FY 2012)	111.25
10/19-David Pennington-Reimbursement 2 Folding Tables-Bayou Fest	82.02
10/19-Dorothy Jeffcoat-Balloons, Candy & Helim Bayou Fest	162.98
11/08-Alan Jamail-Shirts for Clean City Project	732.50
11/21-David Pennington-Reimb Gift Cards-Fall Cleanup	161.82
11/21-David Pennington-Refreshments Fall Clean Up	68.10
12/14-David Pennington-Reimbursement Gift Card Christmas Parade	30.00
12/28/2012-Catherine Polk-Reimbursement-Christmas Float Décor	53.41

Total Expenses

APPROVED JAN 04 2013

\$ 1,402.08

Balance for 12/31/2012

\$ 31,916.67

APPROVED BY:

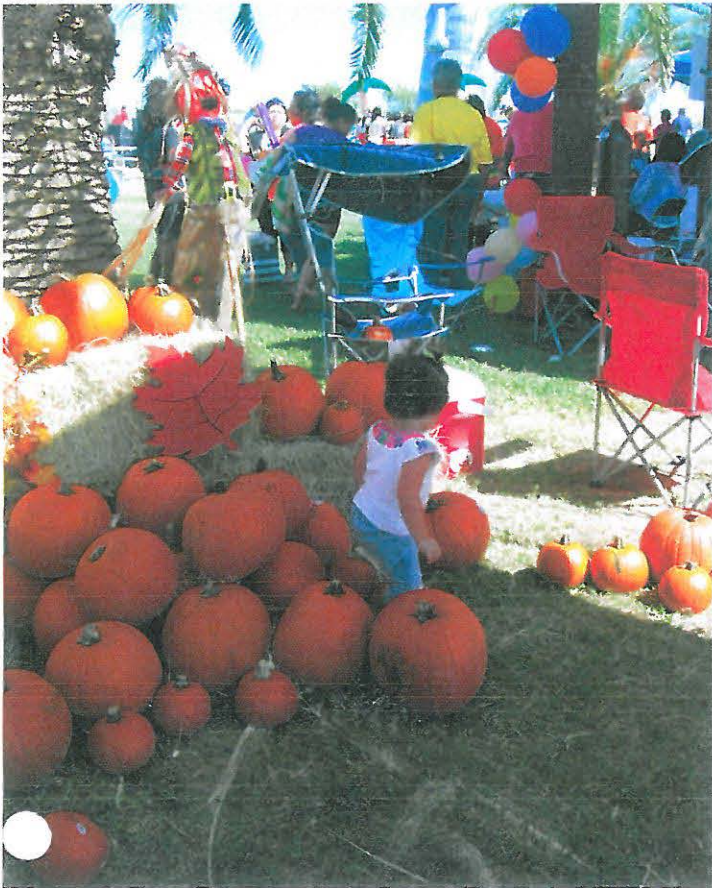
November 12, 2012



November 15, 2011



Bayou fest 2012



**La Marque Clean City Commission
Attendance Roster**

2012	David Pennington	Beverly Ferguson	Dorothy Jeffcoat	Delores Johnston	Ingrid Selzer	Catherine Polk	Carlos Flores
	M	A	B	C	B	M	D
Jan 11							
Feb 8	P	P	P	P	P		P
Mar 14	P	P	P	P		P	P
Mar 28							
Apr 11	P	P	P	P	P	P	
May 9	P	P	P	P		P	P
Jun 13	P	P	P	P		P	P
Jul 11	P	P	P	P	P	P	
Jul 23	P	P	P	P		P	
Aug 8	P	P		P	P		P
Sep 12	P			P	P	P	P
Oct 10	P	P	P	P	P	P	P
Nov 14							
Nov 28							
Dec 12	P	P	P	P		P	P
Dec 13	P	P		P		P	

Can I do more?

- Ask the organizers of a festival, fair, or other outdoor event in your community to make it a "litter-free" event. This can be done by giving out litterbags at entrances and making sure that everyone who attends knows that it is a "litter-free" day. Affiliates of Keep America Beautiful have organized litter-free concerts, fairs, and minor-league baseball games.
- Cover open loads on all trucks.
- If you are a contractor, ask your chapter of the National Association of Home Builders about the "Build America Beautiful" program.
- Encourage a school to start a "clean campus" program. This could include placement of trash receptacles, litter pick-ups, and projects in which students track litter's origins.
- Ask marina operators if your Boy or Girl Scout troop or civic group can pass out litterbags to boaters. Public boat ramps are also good spots to give away litterbags.



A Clean La Marque Begins with ME CLEAN CITY COMMISSION

Keep America Beautiful, Inc. is a national, non-profit public education organization with local affiliates, dedicated to improving waste handling practices in American communities.



PREVENTING LITTER



Tips from Keep America Beautiful®



Knowing more about litter is the first step to a cleaner community

Litter just doesn't appear – it's the result of careless attitudes and waste handling. Is there anything you can do? Knowing more about litter and where it comes from is a good place to start.

Why People Litter

Research by Keep America Beautiful, Inc. found that people litter because:

- they feel no sense of ownership, even though areas such as parks and beaches are public property.
- they believe someone else – a park maintenance or highway worker – will pick up after them.
- litter has already accumulated.

"Litter-known" Facts

Motorists and pedestrians are often blamed for litter. There are actually seven primary sources:

- household trash handling and its placement at the curb for collection.
- dumpsters used by businesses.

- loading docks.
- construction and demolition sites.
- trucks with uncovered loads.
- pedestrians
- motorists

Litter is blown about by wind and traffic or carried by water. It moves until trapped by a curb, building, or fence. Once litter has accumulated, it invites people to add more.



Litter and Your Taxes

Litter is a costly problem. Highway departments spend millions of tax dollars and many hours annually picking up litter – money and time needed for more important services. Local, state, and federal governments also spend money removing litter left by careless park visitors.

Clean communities also have a better chance of attracting new businesses than those where litter is common.

What Can I Do?

- Set an example for others, especially children, by not littering.
- Carry a litterbag in your car.
- Make sure trash cans have lids that can be securely fastened. If you have curbside trash collection, don't put out loose trash in boxes.
- Tie papers in a bundle before placing them in a curbside recycling bin.
- If you own a business, check dumpsters daily to see that top and side doors are closed.
- If you or a member of your family is involved in a civic group, scouting, or recreational sports program, encourage the group to "adopt" a spot in your town and maintain it on a regular basis.
- Make litterbags for your bicycle, and give them to your friends, too.
- Report areas where people have illegally dumped garbage and debris to your local highway, public works, or conservation office, and ask that the material be removed. Volunteer to help organize a clean up.
- If you smoke, carry a portable ashtray to dispose of cigarette butts properly.





**A Clean La Marque Begins with ME
CLEAN CITY COMMISSION**

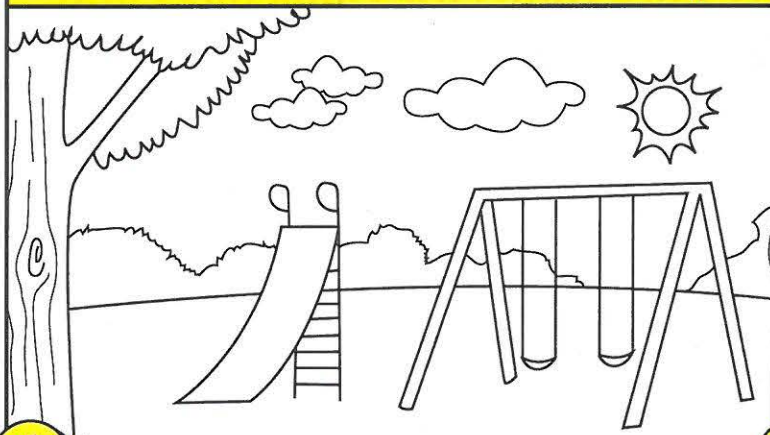
Litter is a big problem and it is everyone's duty to prevent littering. One person can make a difference and that one person can be you.



Litter makes our neighborhoods, parks and cities look dirty and unclean. It makes it look like we don't care about our surroundings.



Choose what pictures look better



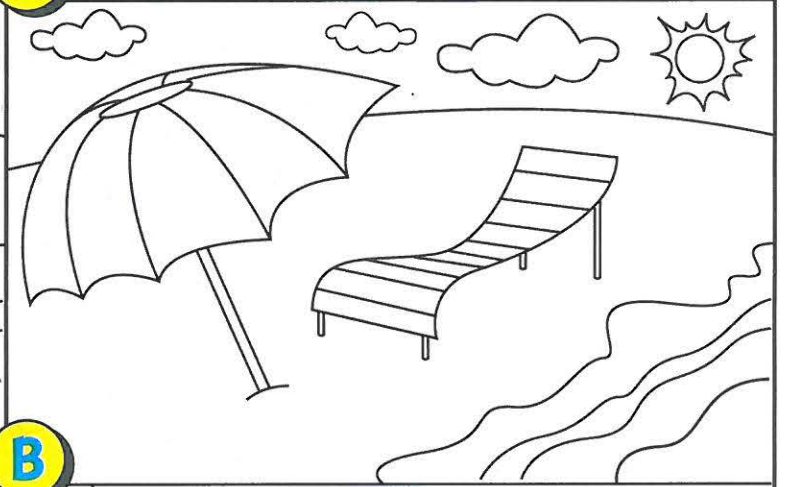
A



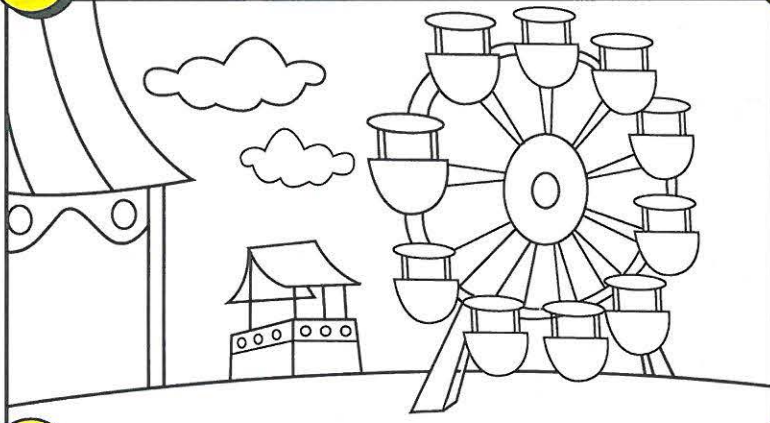
B



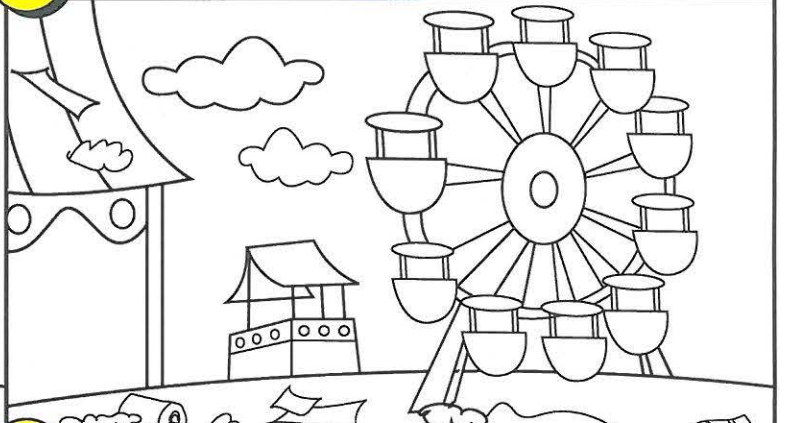
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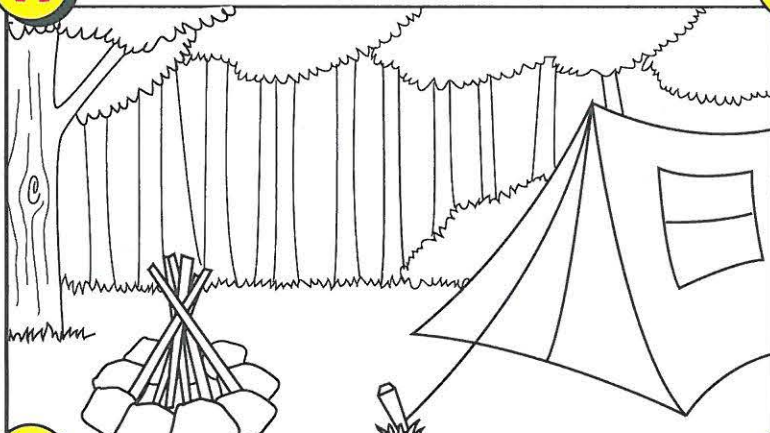
B



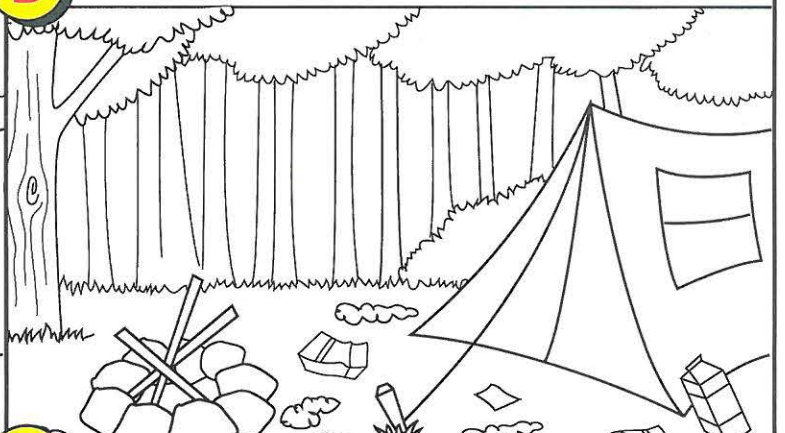
A



B

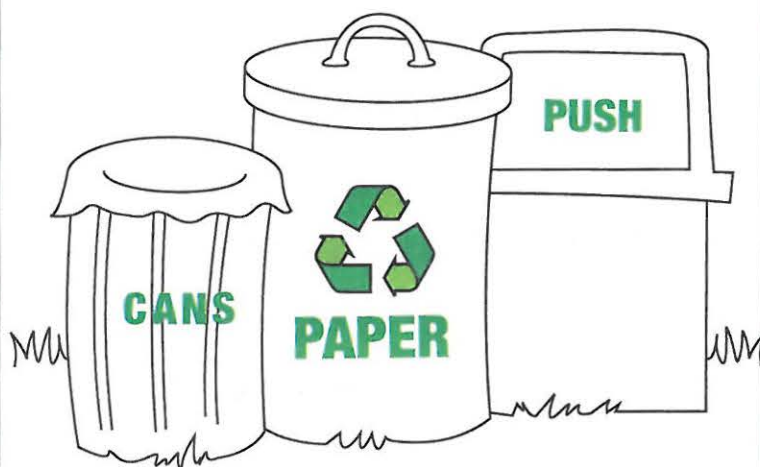


A



B

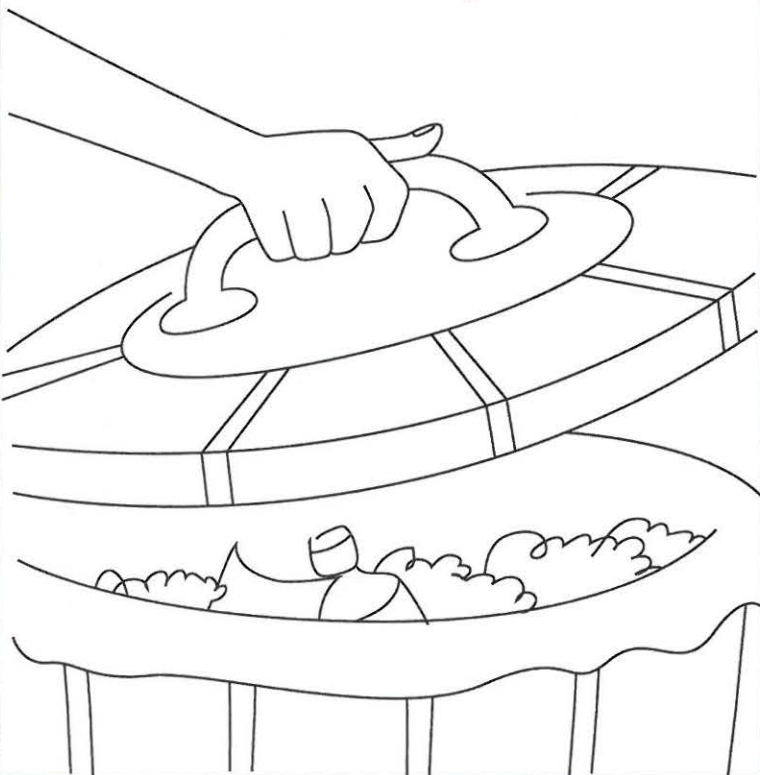
**Use trash receptacles...
Keep litter in its place.**



**Litterbags keep trash
off the streets and highways.**



**Secure lids and keep
litter in its place.**



**Pick up
after
your pet.**



You can make a difference.

Imagine if everyone shared litter prevention tips with friends and family.
It could make the world a cleaner place to live.



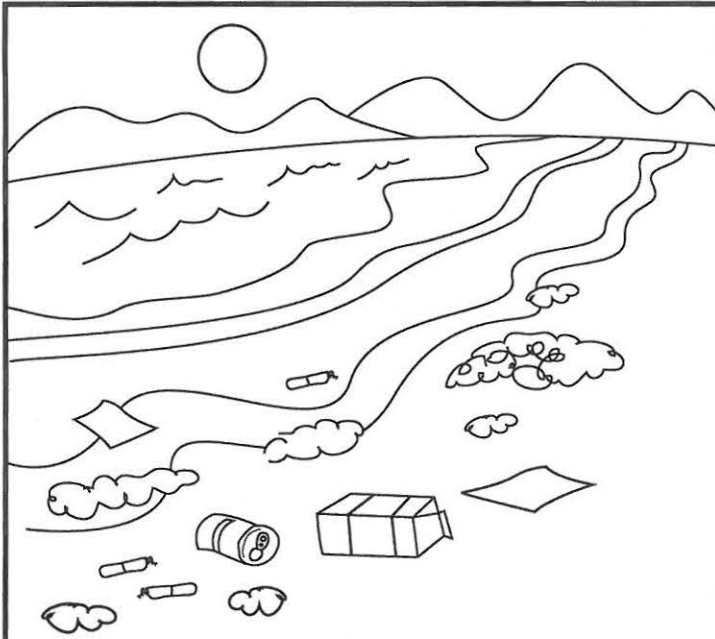
Tell 10 people
about litter prevention
and ask them
to tell 10.

Fact:

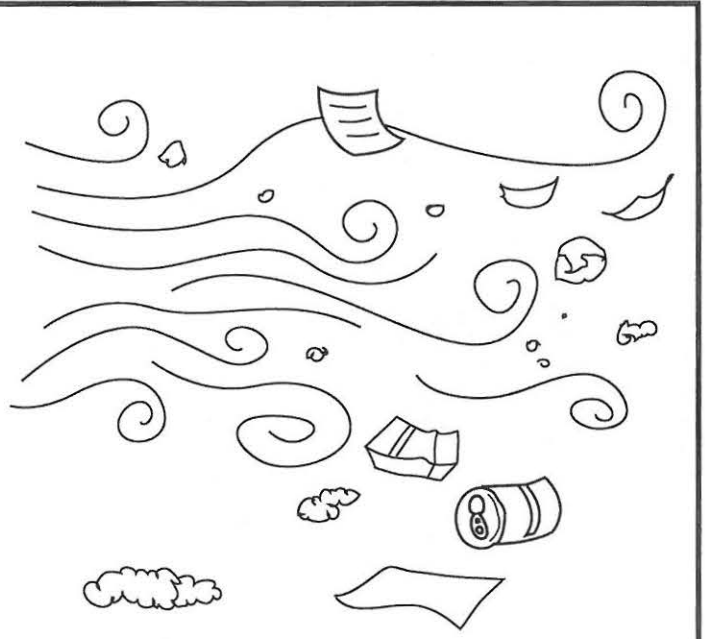
If you tell 10 people and
they tell 10 people,
you can teach
110 people about litter.



What happens to Litter?

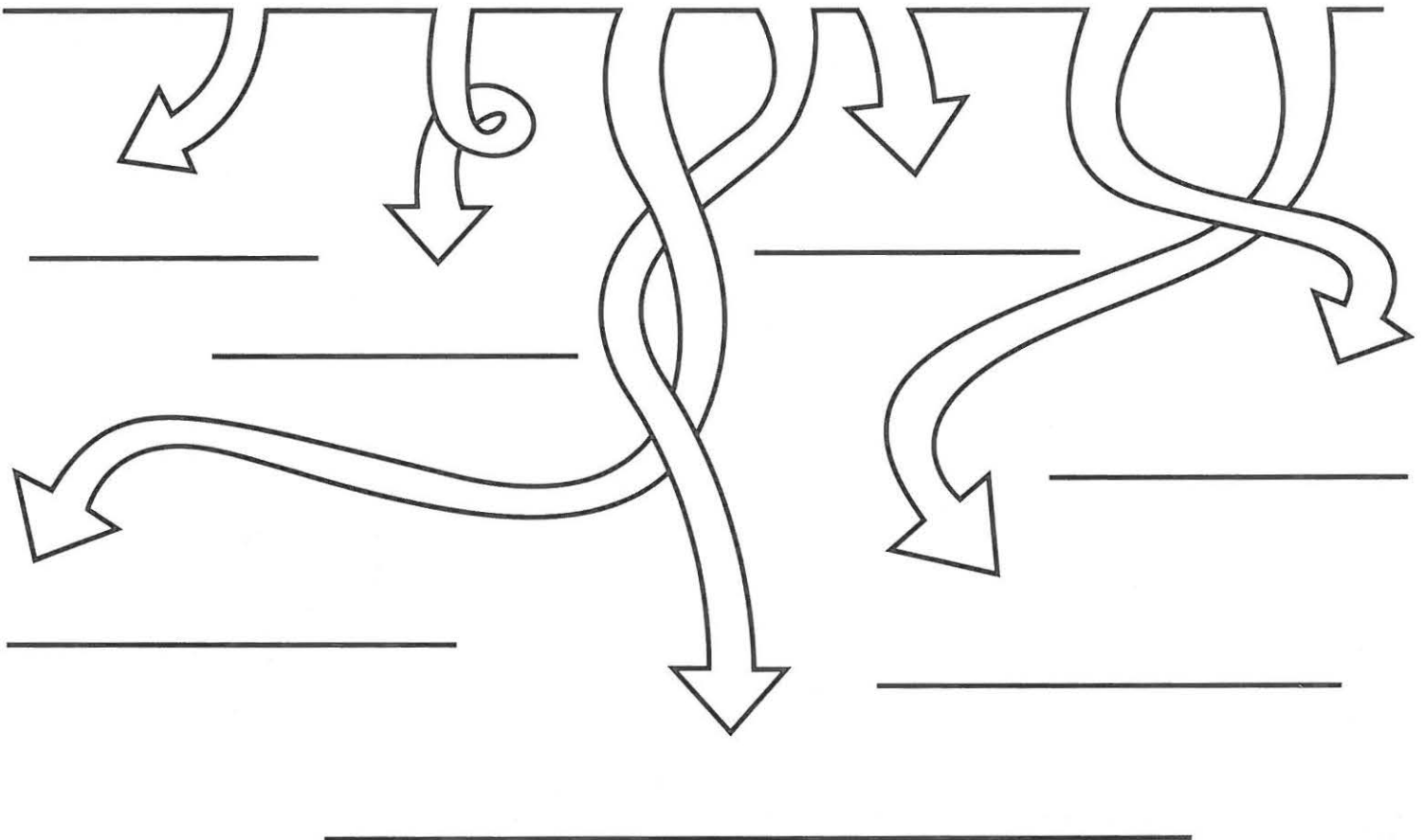


If litter is left on our streets and highways, it can eventually end up in our waterways.



Wind can carry litter all around our communities.

How many words can you make from **Litter Prevention**?



CERTIFICATE

I, _____ ,
agree to keep my community litter free.

I'll pledge to:

- Practice litter prevention
- Be responsible about litter
 - Talk with my friends and family about litter

Signed _____

Date _____

