AI-9815 **6.B.**

CIHCP

CC REGULAR

Date: 07/01/2008
Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Dairen Sarmiento
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Area: Health & Human Services Dept.

Information

CAPTION

Indigent Health Care Program:
1. Approval to pay invoices submitted by U.S. Script for health care services provided to the Indigent Health Care Program in the amount of $1,307.15 with authority for County Treasurer to issue check after review, audit and processing procedures are completed by County Auditor.

2. Approval of 2008 interdepartmental transfer within the Indigent Health Care Program (1249) from program no 004 to program no 003 in the amount of $1,307.15

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1249-444-00-240-003-8-899
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding pending approval of interdept. transfer in the amount of $1,307.15

FISCAL YEAR: 2008 **ACCT. #:** 8-1249-444-00-240-004-8-843
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Transfer from Program 004 to 003 in the amount of $1,307.15. Available balance as of 6/20/08 $4,833,677.27

Attachments

Link: REPORT
Link: ATTESTATION
Link: interdept. transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	06/16/2008 03:29 PM	APRV
2	Manuel Chapa	Manuel Chapa	06/20/2008 02:39 PM	APRV

3	Auditor's Office	Linda Fong	06/25/2008 05:07 PM	APRV
4	Purchasing Department	Marty Salazar	06/25/2008 05:55 PM	APRV
5	Court Administrator	Monica Badillo	06/26/2008 09:04 AM	APRV

Form Started By: Dairen Sarmiento Started On: 06/16/2008 02:15 PM

Final Approval Date: 06/26/2008

PAYMENTID	MR#	SERVICE START	BILLED	PAID	BATCH	STATUS
141089	003321	2/9/2007	$0.27	$0.27	FY0-08-39A	paid
		2/6/2007				
141074	13241C	1/30/2007	($3.84)	($3.84)	FY0-08-39A	paid
141072	13869A	2/9/2007	$62.25	$62.25	FY0-08-39A	paid
		3/26/2007				
138209	965253	3/29/2007	$76.11	$76.11	FY0-08-39A	paid
138208	16460C	3/20/2007	$83.96	$83.96	FY0-08-39A	paid
138207	219621	1/2/2007	($50.99)	($50.99)	FY0-08-39A	paid
138205	040415	11/6/2006	($5.83)	($5.83)	FY0-08-39A	paid
		1/22/2007				
138204	08357A	1/31/2007	$113.60	$113.60	FY0-08-39A	paid
138203	215813	1/22/2007	$225.24	$225.24	FY0-08-39A	paid
		12/29/2006				
138202	16539B	1/15/2007	$11.46	$11.46	FY0-08-39A	paid
138201	010823	12/13/2006	$44.50	$44.50	FY0-08-39A	paid
		12/7/2006				
138200	553143	12/15/2006	$71.70	$71.70	FY0-08-39A	paid
138199	494439	12/12/2006	$40.33	$40.33	FY0-08-39A	paid
138197	942072	10/17/2006	($0.45)	($0.45)	FY0-08-39A	paid
138196	013123	10/11/2006	($4.47)	($4.47)	FY0-08-39A	paid
138195	960893	9/7/2006	($9.49)	($9.49)	FY0-08-39A	paid
138194	000719	9/5/2006	$23.53	$23.53	FY0-08-39A	paid
138192	013123	10/11/2006	$3.46	$3.46	FY0-08-39A	paid
		10/16/2006				
138191	008067	10/17/2006	$46.43	$46.43	FY0-08-39A	paid
138190	013782	10/23/2006	$0.90	$0.90	FY0-08-39A	paid
138189	00750A	10/27/2006	$0.20	$0.20	FY0-08-39A	paid
138158	069936	10/5/2006	($30.00)	($30.00)	FY0-08-39A	paid
138157	002828	10/3/2006	($0.02)	($0.02)	FY0-08-39A	paid
138156	13931B	10/9/2006	($17.02)	($17.02)	FY0-08-39A	paid
138154	14310B	10/11/2006	($0.05)	($0.05)	FY0-08-39A	paid
138153	740877	10/4/2006	($0.05)	($0.05)	FY0-08-39A	paid
138152	904913	10/10/2006	($0.45)	($0.45)	FY0-08-39A	paid
138151	000329	9/28/2006	$358.18	$358.18	FY0-08-39A	paid
138150	014226	10/13/2006	$211.40	$211.40	FY0-08-39A	paid
138149	201345	10/2/2006	$2.36	$2.36	FY0-08-39A	paid
138148	733516	10/6/2006	$8.58	$8.58	FY0-08-39A	paid
138147	11791A	7/3/2006	$3.80	$3.80	FY0-08-39A	paid
138146	14867A	7/15/2006	$41.55	$41.55	FY0-08-39A	paid
			$1,307.15	$1,307.15		

Hidalgo County Health and Human Services Department
Indigent Health Care Program Weekly Vendor Payment Attestation

I attest that the payment amounts inputted by my staff into the Chassis software system for the Indigent Health Care Program for the vendor payments to be approved by the Commissioners' Court on July 1, 2008 have not been previously paid. The electronic file being submitted to the County Auditor's office to process the vendor payments for the above mentioned weekly check run has been reconciled to the payment information from the Chassis software system.

In addition to physically screening all incoming invoices for duplication, I submit the following checklist of steps taken by my office to insure that duplicate payments are not being made.

Amount to be paid by the County Auditor's Office $1,307.15
(Per electronic file by the Hidalgo County Health and Human Services Department generated by CHASSIS system for payment information)

Amount to be paid (Per the Payment Itemization Report $1,307.15
from the Chassis software. The amount must agree with the total on the electronic file being provided to the Auditor's Office.)

The Hidalgo County Health & Human Services staff has compared each invoice being processed for payment this week against the vendor name, vendor number, amount, pay date, and service date, as shown on the Chassis software's "Payment Itemization Report by the reviewer. The reviewer has signed and dated page one of said report.

The report is being submitted to the Auditor's Office with the electronic file. Yes

For this week's payment, was the duplicate invoice test run on a daily Basis? (Yes or No) Yes

All possible duplicates were investigated and when appropriate were deleted from the Chassis software system before the diskette for the Auditor's Office was generated.

Lauren Sarmiento 6-16-08

Approved by Human Services Director Date

Complete this form on a weekly basis & send to the County Auditor's Office with the electronic file for payment.

DATE: June 20, 2008

AI#9815

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for Indigent Health Care Program

ACCOUNT NUMBER: 8-1249-444-00-240-00X-8- XXX

SUBJECT: Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Inter-departmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1249-444-00-240-004-8- 843	UPL FY 2007-2008- AID TO NONGOVT AGENCY	(1,307.15)
TO		
8-1249-444-00-240-003-8- 899	INDIGENT FY 2007-2008- CONTINGENCY	1,307.15
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: Transfer needed to fund U. S. Script in the amount of $1,307.15

SIGNATURE

COMMISSIONERS COURT

/ /

DATE

ATTEST, COUNTY CLERK

AI-9873 **7.A.**

Swearing in of commissioner
CC REGULAR

Date: 07/01/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Eshter Cortez
Department: BUDGET & MANAGEMENT

Information

CAPTION

Swearing in of Civil Service Commissioner

BACKGROUND

Humberto Rodriguez was re-appointed on 6-17-08 but was not present for court meeting

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/24/2008 01:10 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	06/26/2008 03:04 PM	APRV
3	Auditor's Office	Linda Fong	06/26/2008 05:22 PM	APRV
4	Purchasing Department	Marty Salazar	06/27/2008 08:05 AM	APRV
5	Court Administrator (Originator)	Angela Garcia	06/27/2008 10:17 AM	APRV

Form Started By: Monica Badillo — Started On: 06/24/2008 11:52 AM

Final Approval Date: 06/27/2008

AI-9747 **8.A.**

Approval of 2008 Rural Emergency Services Contract
CC REGULAR

Date: 07/01/2008
Submitted By: Yolanda Orozco, EMERGENCY SERVICES DIVISION
Submitted For: A.A. Tony Pena, Jr.
Department: EMERGENCY SERVICES DIVISION
Agenda Area: Emergency Services Division

Information

CAPTION

Fire Marshal's Office:
Discussion, consideration, and approval of the following Year 2008 Rural Emergency Service Contracts:
1.) City of La Joya
2.) City of Hidalgo
3.) City of Edcouch

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-422-20-300-009-0-841
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 06/12/08 $ 18,560.00

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-422-20-300-008-0-841
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 06/25/08 - $25.00

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-422-20-300-005-0-841
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 06/25/2008 - $10,316.00

Attachments

Link: Contract
Link: Hidalgo Contract
Link: Edcouch Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	06/12/2008 08:28 AM	APRV
2	Erika Reyna	Erika Reyna	06/12/2008 04:24 PM	APRV
3	Auditor's Office	Arcilia Duran	06/13/2008 01:35 PM	APRV
4	Auditor's Office	Arcilia Duran	06/13/2008 01:37 PM	APRV
5	Purchasing Department	Marty Salazar	06/18/2008 04:08 PM	APRV
6	Court Administrator	Angela Garcia	06/24/2008 10:28 AM	APRV

Form Started By: Yolanda Orozco Started On: 06/11/2008 03:54 PM

Final Approval Date: 06/24/2008

State of Texas

County of Hidalgo

RURAL EMERGENCY SERVICES CONTRACT

THIS CONTRACT made on the 19 day of May, 2008, by and between the COUNTY OF HIDALGO, TEXAS, hereinafter called County, and the La Joya, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under authority of Chapter 352, Texas Local Government Code to be effective on the 17th day of June, 2008.

I. TERMS

A. This Contract shall be for a period commencing on June 17, 2008 and shall terminate on December 31, 2008.

B. After December 31, 2008, this Contract unless terminated as provided elsewhere shall automatically be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties. If the city has not signed and submitted its new contract, both parties agree that twenty-five (25%) of the total amount of any invoice shall be deducted from the invoice amount for any invoice received until a current contract has been submitted and approved.

C. Either party has the option to terminate the terms of this Contract by written notification sixty (60) days prior to cancellation.

~~**D.** On December 31, 2008, at 11:59 P.M., this Contract will be terminated.~~ CRF

E. The Rural Emergency Service Incident Report (Exhibit A) form must be utilized as part of the monthly report submitted to the county Fire Marshal.

II. DEFINITIONS

A. **EMERGENCY SERVICES** - Services provided by the City/Entity in rural and incorporated areas within Hidalgo County, will be limited to the following:

1. **Fire Fighting:**

a. **Structure** - Any construction, or any production or piece of work artificially built up or composed of parts joined together in some definite manner. That is built or constructed; an edifice or building of any kind.

b. **Explosions** - The act or an example of exploding the loud, sharp sound made by such.

c. **Vehicular** - Something used as an instrument of conveyance: any conveyance used in transporting passengers or merchandise by land, water or air.

(i.) **Commercial Motor Vehicle** - A motor vehicle or combination of motor vehicles used to transport passengers or property that: has a gross combination weight rating of 26,001 or more pounds, including a towed unit with a gross vehicle weight rating of more than 10,000 pounds; has a gross vehicle weight rating of 26,001 or more pounds; is designed to transport 16 or more passengers, including the driver; or is transporting hazardous materials and is required to be placarded.

(ii.) **Passenger Car** - A motor vehicle other than a motorcycle, used to transport persons and designed to accommodate 8 or fewer passengers including the operator.

d. **Rubbish** - Anything discarded as refuse; garbage, worthless material.

e. **Natural Vegetation** - Present in or produced by nature. The plants of an area or region; plant life collectively.

f. **Electrical** - Pertaining to or operated by electricity, current used or regarded as a source of power.

g. **Natural gas/propane and petroleum based incidents** - A gaseous fuel, the state of matter distinguished from the solid and liquid states by very low density and viscosity, relatively great expansion and contraction with changes in pressure and temperature. Propane is a colorless gas, found in natural gas and petroleum widely used as a fuel.

2. **Vehicular Accidents** - All emergency extrications from entanglement and/or hazard material containment (i.e. fuel spills, train, and/or airplane.)

3. **Search & Rescue Calls** - All emergency rescues of person(s) in water or all emergency rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse; recovery of drowned victim(s).

4. **Mass Casualty** - All emergency rescuing of victims (8 or more) from major incidents (i.e. airplane, school bus, commercial bus accidents).

5. **Assist Law Enforcement Agencies** - (i.e. D.P.S., Sheriff, State, Federal Officers and Hidalgo County Fire Marshal's Office)

6. **Hazardous Materials Incidents** - Responding to incidents at the First Responder Operational Level as defined by Environmental Protection Agency and/or Texas commission on Environmental Quality.

7. **Mutual Aid** - Situations where a City is requested to assist another city to perform Emergency Services pursuant to the provisions of Section VI.

8. **Service Calls** - Unauthorized burning, smoke scare, mischievous or malicious calls, and system malfunctions requiring fire personnel to deal with the incident. (Investigation or standby for possible service due to a potential accident)

9. **Good Intent Calls** - Emergency Calls where fire personnel were not required to deal with the incident. (No services, investigation, or standby was needed)

B. **Response Area:**

1. **Rural Areas** - Non-incorporated areas of Hidalgo County, as they exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

2. **Incorporated Areas** - Areas within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

C. **Hidalgo County Fire Marshal** - Appointed by county and responsible for the administration of fire investigations, fire safety inspections, fire prevention activities, administration of Rural Fire Contract, and enforcement of County Fire Code.

D. **Deputy Fire Marshals** - Those officers designated by County Fire Marshal responsible for all duties which may be assigned by the County Fire Marshal.

E. **County Fire Investigators** - Those officers designated by County Fire Marshal responsible for all duties which may be assigned by the County Fire Marshal.

F. **Reimbursement Plan** - Method by which a city is reimbursed by the County for emergency services rendered in rural areas.

G. **Primary City** - Primary City/Entity is the City/Entity who is a party to a cooperative Agreement with the County to respond to the areas where the emergency occurred as per Section II, Paragraph A, of this Contract.

H. **Secondary City** - Secondary City is any City/Entity or group of cities who respond to emergency services of a Primary City to assist the Primary City in performing emergency services in the Rural Response District of the Primary City.

I. **Rural Response District** - The area designated for City/Entity to respond to under the provision of this Contract as described on Exhibit B attached thereto and Exhibit B may be amended from time-to-time pursuant to Section III, Paragraph B of this Contract.

III. CITY'S RESPONSIBILITIES

A. City Entity hereby agrees to provide emergency services, if resources are available, in City's Rural Response District of Hidalgo County and other rural response areas within the County as may be required by County Fire Marshal.

B. City/Entity hereby agrees that their Rural Response District within the County of Hidalgo is the area as shown by the map, attached hereto as Exhibit A. Each City's/Entity's Rural Response District may be amended from time to time during the period of this Contract by annexation or de-annexation of property by respective city(s) or by agreement of the County Fire Marshal, and the Fire Chief(s) responsible for the existing Rural Response District. The Rural Response Districts will be provided to the 911 Emergency Coordinator and the Sheriff's Office. A map of the Rural Response District of all participating Cities/Entities shall be maintained and provided by the County Fire Marshal's Office.

C. City/Entity agrees to provide the County Fire Marshal with statistics, data, and all records necessary in order to be reimbursed by the County as herein provided. In the absence of a County Fire Marshal, reports shall be provided to the County Judge.

D. City/Entity will provide its own insurance for equipment and vehicles used in performing the above mentioned services. Emergency vehicles and fire fighting apparatus must be owned and /or managed by the Cities.

IV. COUNTY'S RESPONSIBILITIES

A. Consideration for City's/Entity's Rural Emergency Services, County will reimburse in the manner provided for herein.

B. The County shall designate a person and office who shall be known as the County Fire Marshal and County Fire Marshal's Office and who shall have the following responsibilities.

1. Administration
   a. Fire Safety Inspections
   b. Plat/Plan Reviews
   c. Commercial Building Inspections
   d. Health Care Facility Inspections
   e. Existing and New Construction Inspections
   f. Development and Enforcement of County Fire Codes
   g. Adult and Child Care Facilities
   h. Burn permits for rural areas of the County

2. Investigations
   a. Conduct Fire Investigations
   b. Provide Information and Reports
   c. Assists Sheriff in issuance of citations for fire code infractions

3. Fire Prevention
   a. Plans, coordinates, and directs activities
   b. Conducts Training as needed to fire departments
   c. Acquires and maintains equipment
   d. Conducts public education
   e. Performs safety presentations

4. Rural Emergency Service Contract Administration

5. Administration of Deputy Fire Marshal(s)

V. LIABILITY

A. City/Entity and County agree pursuant to section 352.004 Texas Local Government Code, that the acts of any person or persons traveling to or from or in an manner as defined in Section III, shall be deemed as the acts of agents or employees of County in all respects, notwithstanding such person or persons may otherwise be employees or fire fighters of the City/Entity.

B. The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of City/Entity performing such services under this Agreement. City/Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters. Nothing herein shall be construed to prevent either party from becoming self-insured.

C. For unincorporated areas with the capabilities as defined in Section II which cannot acquire insurance independently, County also agrees to provide Workers' Compensation insurance to cover any such City/Entity firefighter as listed on a

schedule provided to County during the first two weeks of December of each year. This must be kept updated during each calendar year or coverage to apply. Any city/Entity which applies for and receives Workers' Compensation insurance coverage under the county policy agrees to implement the Hidalgo County Accident Prevention Plan. Each City/Entity agrees to provide to County on a monthly basis along with billings any documentation for all safety training as required by the Accident Prevention Plan as implemented, as well as documentation of completion of other State/Federal fire fighting requirements.

D. If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall renegotiate their respective obligations regarding emergency services in the rural areas of Hidalgo County at the time.

VI. REIMBURSEMENT PLAN

A. County shall reimburse City/Entity of services provided hereunder in a lump sum, with payments to be made monthly as follows:

1. City/Entity shall keep true and accurate records of all emergency services provided hereunder by City/Entity and shall submit monthly reports therefore to County Fire Marshal by the 15th day of the following month in which the emergency services were provided. If the 15th were to fall on a weekend or a holiday, the monthly reports would be due the next business day. The parties hereto agree that ten percent (10%) of the total amount of any invoice shall be deducted from the invoice amount for any invoice not received by the due date. Reporting is a prerequisite to receiving payments from County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any City/Entity which is utilizing the County Workers' Compensation policy, as itemized in Section V(c).

2. County shall communicate and provide a written itemized list of emergency services not reimbursed to City/Entity and an explanation for disapproval to the fire chief of City/Entity.

3. County Fire Marshal shall accumulate records of all emergency services provided by all cities within Hidalgo County and shall calculate the amount due each City/Entity.

   a. Any and all disputes of City/Entity reports shall be addressed directly by the Fire Marshal and/or the reporting City/Entity.

   b. If resolution of disputed emergency services can not be reached, the reporting City/Entity may appeal to the Hidalgo County Commissioners' Court.

4. For all emergency calls serviced by City(s)/Entity(s) within its emergency response district, City/Entity shall receive a monthly lump-sum payment for all services corresponding to that year, in accordance with the following payment schedule.

   a. The rate of $720.00 per call for the following calls shall apply during the term of this Contract.

      i. **Fire Fighting** - Structure, Explosions, Natural gas/Propane and Petroleum base (these are incidents which involve a working fire upon arrival). Natural vegetation, Brush, Grass, Rubbish and/or Trash – (Anything over two acres, a city block 300' x 300').

      ii. **Vehicle Fire** - Any commercial vehicle or 3 or more passenger vehicles which involve a working fire upon arrival.

      iii. **Vehicular Accidents** - All emergency extrications from any entrapment and/or entanglement incident.

      iv. **Rescue Calls** - All emergency rescues of person(s) in the water, all emergency rescue/extrication of person(s) from enclosed areas (i.e. elevators, building collapse).

      v. **Mass Casualty** - All emergency rescues and/or recovery of victims (8 or more) from major incidents (i.e. airplane, school bus, commercial bus accidents).

      vi. **Hazardous Materials Incidents** - Responding to incidents at the First Responder Operational Level as defined by Environmental Protection Agency and/or Texas Commission on Environmental Quality. (Fuel spill over 35 gals).

      vii. **Situation where Secondary City/Entity** is required to respond on behalf of Primary City/Entity to perform emergency services pursuant to Section VI (4) above: Secondary City/Entity will be reimbursed as Primary City/Entity at the current rates.

      viii. **Special Situations** - A situation in which the City/Entity performed in a manner that is not covered above, or for an extended period of time, the Fire Chief must explain in detail the type of incident and reasons for reimbursement.

(CountyFire Marshal will decide on rate of reimbursement.)

b. The rate of $575.00 per call for the following calls shall apply during the term of this Contract:

1. **Fire Fighting** - Vehicular Fire any passenger vehicle that involves a working fire upon arrival.

c. The rate of $345.00 per call for the following calls shall apply during the term of the Contract.

i. **Mutual Aid** - In the event of emergency, and the emergency is of such magnitude that the Primary City must declare a multiple alarm and must request assistance from a Secondary City, each Secondary City requested by Primary City to respond shall receive $345.00 for services provided. The Fire Chief for the Primary City must provide an independent written document to the County Fire Marshal specifically identifying the requested Secondary City(s)/Entity(s) for the multiple alarms along with any other pertinent information related to the circumstances requiring the issuance of its need for a multiple alarm call and assistance. **(<u>On scene</u>-only the Fire Chief or Incident Commander of the Primary City shall request the need for mutual aid. <u>From station</u> - the dispatcher from the Primary City may request the need for mutual aid due to no response from the Primary City/Entity or as a directive from the Fire Chief or Incident Commander who is on scene. <u>Other</u> - an Hidalgo County Fire Marshal may request mutual aid at anytime whether or not on scene.) <u>NO OTHER AGENCIES</u> may notify fire departments for mutual aid.**

ii. **Wash Down** - Any petroleum base where there is no fire. (Fuel spill under 35 gals.)

iii. **Rescue Call** - Recovery of any drowned victim(s)

iv. **Fire Fighting** - Natural Vegetation (anything below two acres of fire)

v. **Trash/Rubbish** - Residential dumpster, residential trash pit

vi. **Natural gas/propane and petroleum based incidents** - To shut off gas and/or stand by for utility company(s) **(Where there is no fire or location)**

vii. **Explosion** - Where there is no fire on location

viii. **Electrical** - Any Electrical Pole and/or Transformer Explosion. Electrical wire down. **(Where there is no fire at location)**

ix. **Assist Law Enforcement Agencies:** D.P.S., Sheriff, State, Federal Officers, and Hidalgo County Fire Marshal. **(Where there is no fire, Non-Emergency call(s)**

x. **Hazardous materials incident** - Responding to incidents at the First Responder Operational Level as defined by Environmental Protection Agency and/or Texas Natural Resource Conservation Commission. **(Under 35 gal.)**

d. The rate of $230.00 per call for the following calls shall apply during the term of this Contract:

i. **Traffic Control** - Any calls strictly for traffic control duties.

e. The rate of $115.00 per call for the following calls shall apply during the term of this Contract:

i. **Good Intent Calls** - Emergency Calls where fire personnel were not required to deal with the incident. (No services, investigation, or standby was needed.) Includes all fires that are out upon arrival.

ii. **Service Calls** - Unauthorized burning, smoke scare, mischievous or malicious calls, and system malfunctions requiring fire personnel to deal with the incident. (Investigation or standby for possible service due to potential accident)

VII. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this Contract may be assigned by County to such District, and City/Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County hereunder.

VIII. AUDIT

Any and all requests for reimbursement by City/Entity from County under this Contract shall be subject to audit by the County Auditor. Should County Auditor elect to audit City's/Entity's records pertaining to any request or claim for reimbursement hereunder, City/Entity agrees to furnish County Auditor any and all information requested by county Auditor. Should County Auditor determine any payments received by City/Entity were not properly claimed under the terms of this Contact, City/Entity agrees to remit the amount of payments so found by County Auditor to County within ten (10) days following the date of receipt of City/Entity of County Auditor's written determination of same.

IX. MISCELLANCEOUS

1. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

3. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or though any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed.

4. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to City: _____
_____
_____, Texas _____

If to County: County of Hidalgo
Attn. County Judge
100 East Cano, 2nd Floor
P. O. Box 1356
Edinburg, Texas 78540

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes of such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

6. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

7. **Successors.** This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

8. **Assignment.** This Agreement shall not be assignable.

9. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

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

11. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances or governing body action, and the Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

12. **Performance of Government Functions.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

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

CITY OF La Joya

Date:

By: Willie Billy Lee

ATTEST:

Juliana R Zabala

City Secretary

COUTY OF HIDALGO

Date:

J. D. Salinas, III, County Judge



ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Atlas & Hall, L.L.P.

By: Stephen L. Crain

County of Hidalgo
Rural Emergency Service Incident Report

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT)

(Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____
DATE :_____ALARM TIME :_____ARRIVAL TIME: _____DEPART TIME: _____
SITUATION REPORTED:_____ SITIUATION FOUND: _____

MUTUAL AID: ____ GIVEN: ____ RECEIVED: ____ DEPARTMENT: _____
____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME:_____ REQUESTING PERSON:_____

CALLER NAME: _____ METHOD OF ALARM: _____ 911

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE:_____ WALK-IN: _____

INCIDENT LOCATION: _____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE #:_____ OCCUPANT PHONE #:_____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN:_____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

OF PERSONNEL:____ MILEAGE (ROUND TRIP):____ ADVISED OUNTY FIRE MARSHAL: YES____ NO:____

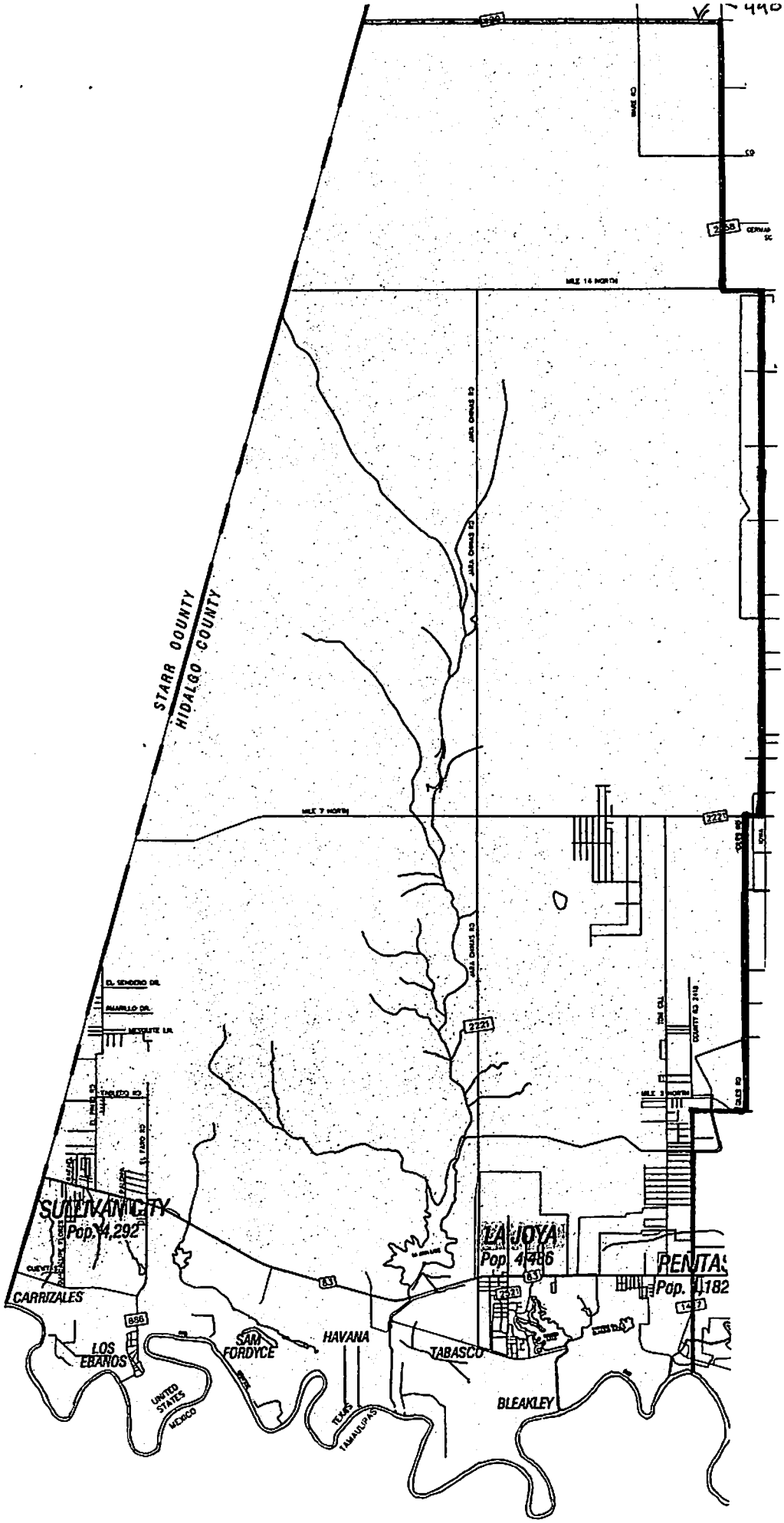
COMMENTS:

_____
_____
_____
_____
_____
_____

OFFICER IN CHARGE: _____MEMBER MAKING REPORT: _____

ESTIMATED $ LOSS: _____ ATTEST: _____
FIRE CHIEF

REIMBURSEMENT REQUESTED:	___$115	___$230	___$345	___$575	___$720
HIDALGO COUNTY FIRE MARSHAL AUTHORIZATION:	___$115	___$230	___$345	___$575	___$720


STARR COUNTY
HIDALGO COUNTY
MILE 14 NORTH
MILE 7 NORTH
MILE 3 NORTH
2221
2556
2557
83
856
SULLIVAN CITY
Pop. 4,292
CARRIZALES
LOS EBANOS
SAM FORDYCE
HAVANA
TABASCO
LA JOYA
Pop. 4486
PENITAS
Pop. 4182
BLEAKLEY
UNITED STATES
MEXICO
TEXAS
TAMAULIPAS

State of Texas

County of Hidalgo

RURAL EMERGENCY SERVICES CONTRACT

THIS CONTRACT made on the 22 day of January, 2008, by and between the COUNTY OF HIDALGO, TEXAS, hereinafter called County, and the Hidalgo, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY; is made under authority of Chapter 352, Texas Local Government Code to be effective on the 1st day of July, 2008.

I. TERMS

A. This Contract shall be for a period commencing on July 1, 2008 and shall terminate on December 31, 2008.

B. After December 31, 2008, this Contract unless terminated as provided elsewhere shall automatically be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties. If the city has not signed and submitted its new contract, both parties agree that twenty-five (25%) of the total amount of any invoice shall be deducted from the invoice amount for any invoice received until a current contract has been submitted and approved.

C. Either party has the option to terminate the terms of this Contract by written notification sixty (60) days prior to cancellation.

D. ~~On December 31, 2008, at 11:59 P.M., this Contract will be terminated.~~

E. The Rural Emergency Service Incident Report (Exhibit A) form must be utilized as part of the monthly report submitted to the county Fire Marshal.

II. DEFINITIONS

A. **EMERGENCY SERVICES** - Services provided by the City/Entity in rural and incorporated areas within Hidalgo County, will be limited to the following:

1. **Fire Fighting:**

   a. **Structure** - Any construction, or any production or piece of work artificially built up or composed of parts joined together in some definite manner. That is built or constructed; an edifice or building of any kind.

   b. **Explosions** - The act or an example of exploding the loud, sharp sound made by such.

c. **Vehicular** - Something used as an instrument of conveyance: any conveyance used in transporting passengers or merchandise by land, water or air.

(i.) **Commercial Motor Vehicle** - A motor vehicle or combination of motor vehicles used to transport passengers or property that: has a gross combination weight rating of 26,001 or more pounds, including a towed unit with a gross vehicle weight rating of more than 10,000 pounds; has a gross vehicle weight rating of 26,001 or more pounds; is designed to transport 16 or more passengers, including the driver; or is transporting hazardous materials and is required to be placarded.

(ii.) **Passenger Car** - A motor vehicle other than a motorcycle, used to transport persons and designed to accommodate 8 or fewer passengers including the operator.

d. **Rubbish** - Anything discarded as refuse; garbage, worthless material.

e. **Natural Vegetation** - Present in or produced by nature. The plants of an area or region; plant life collectively.

f. **Electrical** - Pertaining to or operated by electricity, current used or regarded as a source of power.

g. **Natural gas/propane and petroleum based incidents** - A gaseous fuel, the state of matter distinguished from the solid and liquid states by very low density and viscosity, relatively great expansion and contraction with changes in pressure and temperature. Propane is a colorless gas, found in natural gas and petroleum widely used as a fuel.

2. **Vehicular Accidents** - All emergency extrications from entanglement and/or hazard material containment (i.e. fuel spills, train, and/or airplane.)

3. **Search & Rescue Calls** - All emergency rescues of person(s) in water or all emergency rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse; recovery of drowned victim(s).

4. **Mass Casualty** - All emergency rescuing of victims (8 or more) from major incidents (i.e. airplane, school bus, commercial bus accidents).

5. **Assist Law Enforcement Agencies** - (i.e. D.P.S., Sheriff, State, Federal Officers and Hidalgo County Fire Marshal's Office)

6. **Hazardous Materials Incidents** - Responding to incidents at the First Responder Operational Level as defined by Environmental Protection Agency and/or Texas commission on Environmental Quality.

7. **Mutual Aid** - Situations where a City is requested to assist another city to perform Emergency Services pursuant to the provisions of Section VI.

8. **Service Calls** - Unauthorized burning, smoke scare, mischievous or malicious calls, and system malfunctions requiring fire personnel to deal with the incident. (Investigation or standby for possible service due to a potential accident)

9. **Good Intent Calls** - Emergency Calls where fire personnel were not required to deal with the incident. (No services, investigation, or standby was needed)

B. Response Area:

1. **Rural Areas** - Non-incorporated areas of Hidalgo County, as they exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

2. **Incorporated Areas** - Areas within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

C. Hidalgo County Fire Marshal - Appointed by county and responsible for the administration of fire investigations, fire safety inspections, fire prevention activities, administration of Rural Fire Contract, and enforcement of County Fire Code.

D. Deputy Fire Marshals - Those officers designated by County Fire Marshal responsible for all duties which may be assigned by the County Fire Marshal.

E. County Fire Investigators - Those officers designated by County Fire Marshal responsible for all duties which may be assigned by the County Fire Marshal.

F. Reimbursement Plan - Method by which a city is reimbursed by the County for emergency services rendered in rural areas.

G. Primary City - Primary City/Entity is the City/Entity who is a party to a cooperative Agreement with the County to respond to the areas where the emergency occurred as per Section II, Paragraph A, of this Contract.

H. **Secondary City** - Secondary City is any City/Entity or group of cities who respond to emergency services of a Primary City to assist the Primary City in performing emergency services in the Rural Response District of the Primary City.

I. **Rural Response District** - The area designated for City/Entity to respond to under the provision of this Contract as described on Exhibit B attached thereto and Exhibit B may be amended from time-to-time pursuant to Section III, Paragraph B of this Contract.

III. CITY'S RESPONSIBILITIES

A. City Entity hereby agrees to provide emergency services, if resources are available, in City's Rural Response District of Hidalgo County and other rural response areas within the County as may be required by County Fire Marshal.

B. City/Entity hereby agrees that their Rural Response District within the County of Hidalgo is the area as shown by the map, attached hereto as Exhibit A. Each City's/Entity's Rural Response District may be amended from time to time during the period of this Contract by annexation or de-annexation of property by respective city(s) or by agreement of the County Fire Marshal, and the Fire Chief(s) responsible for the existing Rural Response District. The Rural Response Districts will be provided to the 911 Emergency Coordinator and the Sheriff's Office. A map of the Rural Response District of all participating Cities/Entities shall be maintained and provided by the County Fire Marshal's Office.

C. City/Entity agrees to provide the County Fire Marshal with statistics, data, and all records necessary in order to be reimbursed by the County as herein provided. In the absence of a County Fire Marshal, reports shall be provided to the County Judge.

D. City/Entity will provide its own insurance for equipment and vehicles used in performing the above mentioned services. Emergency vehicles and fire fighting apparatus must be owned and /or managed by the Cities.

IV. COUNTY'S RESPONSIBILITIES

A. Consideration for City's/Entity's Rural Emergency Services, County will reimburse in the manner provided for herein.

B. The County shall designate a person and office who shall be known as the County Fire Marshal and County Fire Marshal's Office and who shall have the following responsibilities.

1. Administration
   a. Fire Safety Inspections
   b. Plat/Plan Reviews
   c. Commercial Building Inspections
   d. Health Care Facility Inspections
   e. Existing and New Construction Inspections
   f. Development and Enforcement of County Fire Codes
   g. Adult and Child Care Facilities
   h. Burn permits for rural areas of the County

2. Investigations
   a. Conduct Fire Investigations
   b. Provide Information and Reports
   c. Assists Sheriff in issuance of citations for fire code infractions

3. Fire Prevention
   a. Plans, coordinates, and directs activities
   b. Conducts Training as needed to fire departments
   c. Acquires and maintains equipment
   d. Conducts public education
   e. Performs safety presentations

4. Rural Emergency Service Contract Administration

5. Administration of Deputy Fire Marshal(s)

V. LIABILITY

A. City/Entity and County agree pursuant to section 352.004 Texas Local Government Code, that the acts of any person or persons traveling to or from or in an manner as defined in Section III, shall be deemed as the acts of agents or employees of County in all respects, notwithstanding such person or persons may otherwise be employees or fire fighters of the City/Entity.

B. The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of City/Entity performing such services under this Agreement. City/Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters. Nothing herein shall be construed to prevent either party from becoming self-insured.

C. For unincorporated areas with the capabilities as defined in Section II which cannot acquire insurance independently, County also agrees to provide Workers' Compensation insurance to cover any such City/Entity firefighter as listed on a

schedule provided to County during the first two weeks of December of each year. This must be kept updated during each calendar year or coverage to apply. Any city/Entity which applies for and receives Workers' Compensation insurance coverage under the county policy agrees to implement the Hidalgo County Accident Prevention Plan. Each City/Entity agrees to provide to County on a monthly basis along with billings any documentation for all safety training as required by the Accident Prevention Plan as implemented, as well as documentation of completion of other State/Federal fire fighting requirements.

D. If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall renegotiate their respective obligations regarding emergency services in the rural areas of Hidalgo County at the time.

VI. REIMBURSEMENT PLAN

A. County shall reimburse City/Entity of services provided hereunder in a lump sum, with payments to be made monthly as follows:

1. City/Entity shall keep true and accurate records of all emergency services provided hereunder by City/Entity and shall submit monthly reports therefore to County Fire Marshal by the 15th day of the following month in which the emergency services were provided. If the 15th were to fall on a weekend or a holiday, the monthly reports would be due the next business day. The parties hereto agree that ten percent (10%) of the total amount of any invoice shall be deducted from the invoice amount for any invoice not received by the due date. Reporting is a prerequisite to receiving payments from County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any City/Entity which is utilizing the County Workers' Compensation policy, as itemized in Section V(c).

2. County shall communicate and provide a written itemized list of emergency services not reimbursed to City/Entity and an explanation for disapproval to the fire chief of City/Entity.

3. County Fire Marshal shall accumulate records of all emergency services provided by all cities within Hidalgo County and shall calculate the amount due each City/Entity.

a. Any and all disputes of City/Entity reports shall be addressed directly by the Fire Marshal and/or the reporting City/Entity.

b. If resolution of disputed emergency services can not be reached, the reporting City/Entity may appeal to the Hidalgo County Commissioners' Court.

4. For all emergency calls serviced by City(s)/Entity(s) within its emergency response district, City/Entity shall receive a monthly lump-sum payment for all services corresponding to that year, in accordance with the following payment schedule.

   a. The rate of $720.00 per call for the following calls shall apply during the term of this Contract.

      i. **Fire Fighting** - Structure, Explosions, Natural gas/Propane and Petroleum base (these are incidents which involve a working fire upon arrival). Natural vegetation, Brush, Grass, Rubbish and/or Trash – (Anything over two acres, a city block 300' x 300').

      ii. **Vehicle Fire** - Any commercial vehicle or 3 or more passenger vehicles which involve a working fire upon arrival.

      iii. **Vehicular Accidents** - All emergency extrications from any entrapment and/or entanglement incident.

      iv. **Rescue Calls** - All emergency rescues of person(s) in the water, all emergency rescue/extrication of person(s) from enclosed areas (i.e. elevators, building collapse).

      v. **Mass Casualty** - All emergency rescues and/or recovery of victims (8 or more) from major incidents (i.e. airplane, school bus, commercial bus accidents).

      vi. **Hazardous Materials Incidents** - Responding to incidents at the First Responder Operational Level as defined by Environmental Protection Agency and/or Texas Commission on Environmental Quality. (Fuel spill over 35 gals).

      vii. **Situation where Secondary City/Entity** is required to respond on behalf of Primary City/Entity to perform emergency services pursuant to Section VI (4) above: Secondary City/Entity will be reimbursed as Primary City/Entity at the current rates.

      viii. **Special Situations** - A situation in which the City/Entity performed in a manner that is not covered above, or for an extended period of time, the Fire Chief must explain in detail the type of incident and reasons for reimbursement.

(CountyFire Marshal will decide on rate of reimbursement.)

b. The rate of $575.00 per call for the following calls shall apply during the term of this Contract:

1. **Fire Fighting** - Vehicular Fire any passenger vehicle that involves a working fire upon arrival.

c. The rate of $345.00 per call for the following calls shall apply during the term of the Contract.

i. **Mutual Aid** - In the event of emergency, and the emergency is of such magnitude that the Primary City must declare a multiple alarm and must request assistance from a Secondary City, each Secondary City requested by Primary City to respond shall receive $345.00 for services provided. The Fire Chief for the Primary City must provide an independent written document to the County Fire Marshal specifically identifying the requested Secondary City(s)/Entity(s) for the multiple alarms along with any other pertinent information related to the circumstances requiring the issuance of its need for a multiple alarm call and assistance. **(<u>On scene</u>-only the Fire Chief or Incident Commander of the Primary City shall request the need for mutual aid. <u>From station</u> - the dispatcher from the Primary City may request the need for mutual aid due to no response from the Primary City/Entity or as a directive from the Fire Chief or Incident Commander who is on scene. <u>Other</u> - an Hidalgo County Fire Marshal may request mutual aid at anytime whether or not on scene.) <u>NO OTHER AGENCIES</u> may notify fire departments for mutual aid.**

ii. **Wash Down** - Any petroleum base where there is no fire. (Fuel spill under 35 gals.)

iii. **Rescue Call** - Recovery of any drowned victim(s)

iv. **Fire Fighting** - Natural Vegetation (anything below two acres of fire)

v. **Trash/Rubbish** - Residential dumpster, residential trash pit

vi. **Natural gas/propane and petroleum based incidents** - To shut off gas and/or stand by for utility company(s) **(Where there is no fire or location)**

vii. **Explosion** - Where there is no fire on location

viii. **Electrical** - Any Electrical Pole and/or Transformer Explosion. Electrical wire down. **(Where there is no fire at location)**

ix. **Assist Law Enforcement Agencies:** D.P.S., Sheriff, State, Federal Officers, and Hidalgo County Fire Marshal. **(Where there is no fire, Non-Emergency call(s)**

x. **Hazardous materials incident** - Responding to incidents at the First Responder Operational Level as defined by Environmental Protection Agency and/or Texas Natural Resource Conservation Commission. **(Under 35 gal.)**

d. The rate of $230.00 per call for the following calls shall apply during the term of this Contract:

i. **Traffic Control** - Any calls strictly for traffic control duties.

e. The rate of $115.00 per call for the following calls shall apply during the term of this Contract:

i. **Good Intent Calls** - Emergency Calls where fire personnel were not required to deal with the incident. (No services, investigation, or standby was needed.) Includes all fires that are out upon arrival.

ii. **Service Calls** - Unauthorized burning, smoke scare, mischievous or malicious calls, and system malfunctions requiring fire personnel to deal with the incident. (Investigation or standby for possible service due to potential accident)

VII. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this Contract may be assigned by County to such District, and City/Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County hereunder.

VIII. AUDIT

Any and all requests for reimbursement by City/Entity from County under this Contract shall be subject to audit by the County Auditor. Should County Auditor elect to audit City's/Entity's records pertaining to any request or claim for reimbursement hereunder, City/Entity agrees to furnish County Auditor any and all information requested by county Auditor. Should County Auditor determine any payments received by City/Entity were not properly claimed under the terms of this Contact, City/Entity agrees to remit the amount of payments so found by County Auditor to County within ten (10) days following the date of receipt of City/Entity of County Auditor's written determination of same.

IX. MISCELLANCEOUS

1. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

3. **Entire Agreement**. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or though any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed.

4. **Texas Law to Apply**. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to City: _____

_____

_____, Texas _____

If to County: County of Hidalgo
Attn. County Judge
100 East Cano, 2nd Floor
P. O. Box 1356
Edinburg, Texas 78540

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes of such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

6. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

7. **Successors.** This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

8. **Assignment.** This Agreement shall not be assignable.

9. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

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

11. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances or governing body action, and the Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

12. **Performance of Government Functions.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

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

CITY OF

01/22/08
Date:

By:
~~Mayor~~ John David Franz

ATTEST:

City Secretary, Acting
Joe Vera III

COUTY OF HIDALGO

Date:

J. D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Atlas & Hall, L.L.P.

By: Stephen L. Crain

County of Hidalgo
Rural Emergency Service Incident Report

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT)

(Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____
DATE : _____ ALARM TIME : _____ ARRIVAL TIME: _____ DEPART TIME: _____
SITUATION REPORTED: _____ SITIUATION FOUND: _____

MUTUAL AID: ____ GIVEN: ____ RECEIVED: ____ DEPARTMENT: _____
____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____ METHOD OF ALARM: _____ 911

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION: _____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

OF PERSONNEL: _____ MILEAGE (ROUND TRIP): _____ ADVISED OUNTY FIRE MARSHAL: YES _____ NO: _____

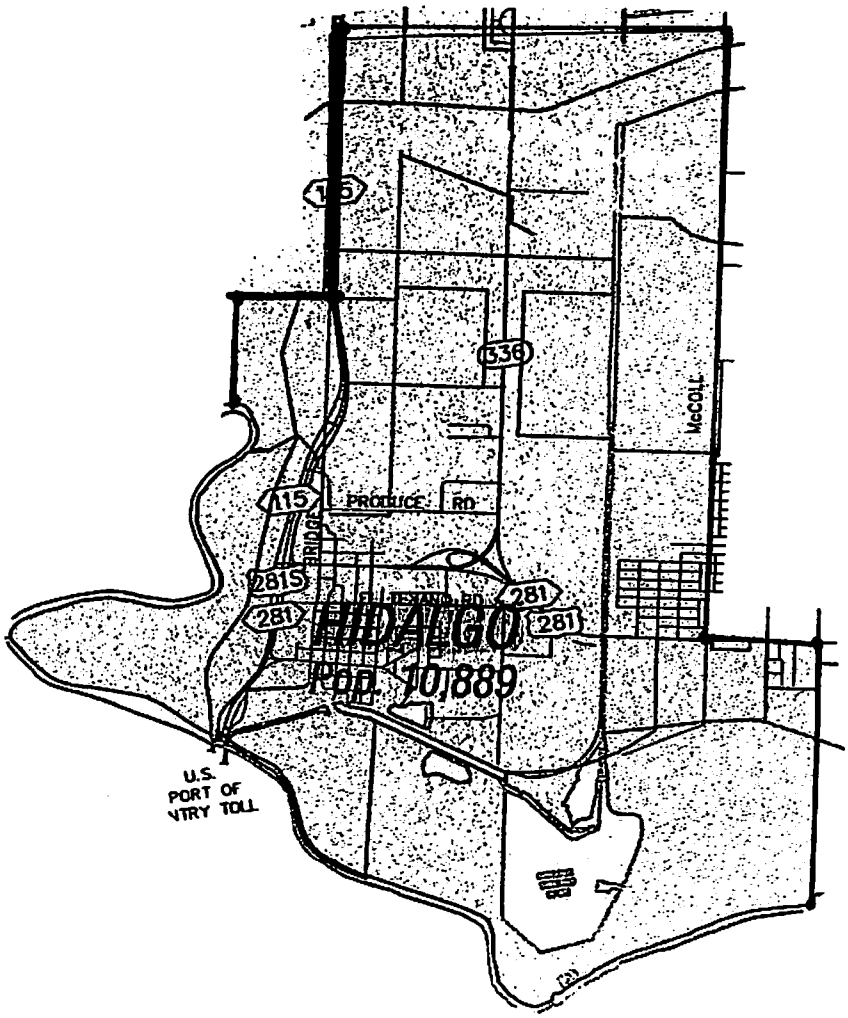
COMMENTS:

_____
_____
_____
_____
_____
_____

OFFICER IN CHARGE: _____ MEMBER MAKING REPORT: _____

ESTIMATED $ LOSS: _____ ATTEST: _____
FIRE CHIEF

REIMBURSEMENT REQUESTED:	____$115	____$230	____$345	____$575	____$720
HIDALGO COUNTY FIRE MARSHAL AUTHORIZATION:	____$115	____$230	____$345	____$575	____$720


336
McCOLL
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PRODUCE RD
BRIDGE
281S
281
281
281
HIDALGO
Pop. 10,889
U.S.
PORT OF
VTRY TOLL

State of Texas

County of Hidalgo

RURAL EMERGENCY SERVICES CONTRACT

THIS CONTRACT made on the 15th day of January, 2008, by and between the COUNTY OF HIDALGO, TEXAS, hereinafter called County, and the City of Edcouch TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under authority of Chapter 352, Texas Local Government Code to be effective on the 1st day of July, 2008.

I. TERMS

A. This Contract shall be for a period commencing on July 1, 2008 and shall terminate on December 31, 2008.

B. After December 31, 2008, this Contract unless terminated as provided elsewhere shall automatically be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties. If the city has not signed and submitted its new contract, both parties agree that twenty-five (25%) of the total amount of any invoice shall be deducted from the invoice amount for any invoice received until a current contract has been submitted and approved.

C. Either party has the option to terminate the terms of this Contract by written notification sixty (60) days prior to cancellation.

D. ~~On December 31, 2008, at 11:59 P.M., this Contract will be terminated~~. E.C.

E. The Rural Emergency Service Incident Report (Exhibit A) form must be utilized as part of the monthly report submitted to the county Fire Marshal.

II. DEFINITIONS

A. **EMERGENCY SERVICES** - Services provided by the City/Entity in rural and incorporated areas within Hidalgo County, will be limited to the following:

1. **Fire Fighting:**

   a. **Structure** - Any construction, or any production or piece of work artificially built up or composed of parts joined together in some definite manner. That is built or constructed; an edifice or building of any kind.

   b. **Explosions** - The act or an example of exploding the loud, sharp sound made by such.

c. **Vehicular** - Something used as an instrument of conveyance: any conveyance used in transporting passengers or merchandise by land, water or air.

(i.) **Commercial Motor Vehicle** - A motor vehicle or combination of motor vehicles used to transport passengers or property that: has a gross combination weight rating of 26,001 or more pounds, including a towed unit with a gross vehicle weight rating of more than 10,000 pounds; has a gross vehicle weight rating of 26,001 or more pounds; is designed to transport 16 or more passengers, including the driver; or is transporting hazardous materials and is required to be placarded.

(ii.) **Passenger Car** - A motor vehicle other than a motorcycle, used to transport persons and designed to accommodate 8 or fewer passengers including the operator.

d. **Rubbish** - Anything discarded as refuse; garbage, worthless material.

e. **Natural Vegetation** - Present in or produced by nature. The plants of an area or region; plant life collectively.

f. **Electrical** - Pertaining to or operated by electricity, current used or regarded as a source of power.

g. **Natural gas/propane and petroleum based incidents** - A gaseous fuel, the state of matter distinguished from the solid and liquid states by very low density and viscosity, relatively great expansion and contraction with changes in pressure and temperature. Propane is a colorless gas, found in natural gas and petroleum widely used as a fuel.

2. **Vehicular Accidents** - All emergency extrications from entanglement and/or hazard material containment (i.e. fuel spills, train, and/or airplane.)

3. **Search & Rescue Calls** - All emergency rescues of person(s) in water or all emergency rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse; recovery of drowned victim(s).

4. **Mass Casualty** - All emergency rescuing of victims (8 or more) from major incidents (i.e. airplane, school bus, commercial bus accidents).

5. **Assist Law Enforcement Agencies** - (i.e. D.P.S., Sheriff, State, Federal Officers and Hidalgo County Fire Marshal's Office)

6. **Hazardous Materials Incidents** - Responding to incidents at the First Responder Operational Level as defined by Environmental Protection Agency and/or Texas commission on Environmental Quality.

7. **Mutual Aid** - Situations where a City is requested to assist another city to perform Emergency Services pursuant to the provisions of Section VI.

8. **Service Calls** - Unauthorized burning, smoke scare, mischievous or malicious calls, and system malfunctions requiring fire personnel to deal with the incident. (Investigation or standby for possible service due to a potential accident)

9. **Good Intent Calls** - Emergency Calls where fire personnel were not required to deal with the incident. (No services, investigation, or standby was needed)

B. **Response Area:**

1. **Rural Areas** - Non-incorporated areas of Hidalgo County, as they exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

2. **Incorporated Areas** - Areas within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

C. **Hidalgo County Fire Marshal** - Appointed by county and responsible for the administration of fire investigations, fire safety inspections, fire prevention activities, administration of Rural Fire Contract, and enforcement of County Fire Code.

D. **Deputy Fire Marshals** - Those officers designated by County Fire Marshal responsible for all duties which may be assigned by the County Fire Marshal.

E. **County Fire Investigators** - Those officers designated by County Fire Marshal responsible for all duties which may be assigned by the County Fire Marshal.

F. **Reimbursement Plan** - Method by which a city is reimbursed by the County for emergency services rendered in rural areas.

G. **Primary City** - Primary City/Entity is the City/Entity who is a party to a cooperative Agreement with the County to respond to the areas where the emergency occurred as per Section II, Paragraph A, of this Contract.

H. **Secondary City** - Secondary City is any City/Entity or group of cities who respond to emergency services of a Primary City to assist the Primary City in performing emergency services in the Rural Response District of the Primary City.

I. **Rural Response District** - The area designated for City/Entity to respond to under the provision of this Contract as described on Exhibit B attached thereto and Exhibit B may be amended from time-to-time pursuant to Section III, Paragraph B of this Contract.

III. CITY'S RESPONSIBILITIES

A. City Entity hereby agrees to provide emergency services, if resources are available, in City's Rural Response District of Hidalgo County and other rural response areas within the County as may be required by County Fire Marshal.

B. City/Entity hereby agrees that their Rural Response District within the County of Hidalgo is the area as shown by the map, attached hereto as Exhibit A. Each City's/Entity's Rural Response District may be amended from time to time during the period of this Contract by annexation or de-annexation of property by respective city(s) or by agreement of the County Fire Marshal, and the Fire Chief(s) responsible for the existing Rural Response District. The Rural Response Districts will be provided to the 911 Emergency Coordinator and the Sheriff's Office. A map of the Rural Response District of all participating Cities/Entities shall be maintained and provided by the County Fire Marshal's Office.

C. City/Entity agrees to provide the County Fire Marshal with statistics, data, and all records necessary in order to be reimbursed by the County as herein provided. In the absence of a County Fire Marshal, reports shall be provided to the County Judge.

D. City/Entity will provide its own insurance for equipment and vehicles used in performing the above mentioned services. Emergency vehicles and fire fighting apparatus must be owned and /or managed by the Cities.

IV. COUNTY'S RESPONSIBILITIES

A. Consideration for City's/Entity's Rural Emergency Services, County will reimburse in the manner provided for herein.

B. The County shall designate a person and office who shall be known as the County Fire Marshal and County Fire Marshal's Office and who shall have the following responsibilities.

1. Administration
   a. Fire Safety Inspections
   b. Plat/Plan Reviews
   c. Commercial Building Inspections
   d. Health Care Facility Inspections
   e. Existing and New Construction Inspections
   f. Development and Enforcement of County Fire Codes
   g. Adult and Child Care Facilities
   h. Burn permits for rural areas of the County

2. Investigations
   a. Conduct Fire Investigations
   b. Provide Information and Reports
   c. Assists Sheriff in issuance of citations for fire code infractions

3. Fire Prevention
   a. Plans, coordinates, and directs activities
   b. Conducts Training as needed to fire departments
   c. Acquires and maintains equipment
   d. Conducts public education
   e. Performs safety presentations

4. Rural Emergency Service Contract Administration

5. Administration of Deputy Fire Marshal(s)

V. LIABILITY

A. City/Entity and County agree pursuant to section 352.004 Texas Local Government Code, that the acts of any person or persons traveling to or from or in an manner as defined in Section III, shall be deemed as the acts of agents or employees of County in all respects, notwithstanding such person or persons may otherwise be employees or fire fighters of the City/Entity.

B. The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of City/Entity performing such services under this Agreement. City/Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters. Nothing herein shall be construed to prevent either party from becoming self-insured.

C. For unincorporated areas with the capabilities as defined in Section II which cannot acquire insurance independently, County also agrees to provide Workers' Compensation insurance to cover any such City/Entity firefighter as listed on a

schedule provided to County during the first two weeks of December of each year. This must be kept updated during each calendar year or coverage to apply. Any city/Entity which applies for and receives Workers' Compensation insurance coverage under the county policy agrees to implement the Hidalgo County Accident Prevention Plan. Each City/Entity agrees to provide to County on a monthly basis along with billings any documentation for all safety training as required by the Accident Prevention Plan as implemented, as well as documentation of completion of other State/Federal fire fighting requirements.

D. If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall renegotiate their respective obligations regarding emergency services in the rural areas of Hidalgo County at the time.

VI. REIMBURSEMENT PLAN

A. County shall reimburse City/Entity of services provided hereunder in a lump sum, with payments to be made monthly as follows:

1. City/Entity shall keep true and accurate records of all emergency services provided hereunder by City/Entity and shall submit monthly reports therefore to County Fire Marshal by the 15th day of the following month in which the emergency services were provided. If the 15th were to fall on a weekend or a holiday, the monthly reports would be due the next business day. The parties hereto agree that ten percent (10%) of the total amount of any invoice shall be deducted from the invoice amount for any invoice not received by the due date. Reporting is a prerequisite to receiving payments from County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any City/Entity which is utilizing the County Workers' Compensation policy, as itemized in Section V(c).

2. County shall communicate and provide a written itemized list of emergency services not reimbursed to City/Entity and an explanation for disapproval to the fire chief of City/Entity.

3. County Fire Marshal shall accumulate records of all emergency services provided by all cities within Hidalgo County and shall calculate the amount due each City/Entity.

   a. Any and all disputes of City/Entity reports shall be addressed directly by the Fire Marshal and/or the reporting City/Entity.

   b. If resolution of disputed emergency services can not be reached, the reporting City/Entity may appeal to the Hidalgo County Commissioners' Court.

4. For all emergency calls serviced by City(s)/Entity(s) within its emergency response district, City/Entity shall receive a monthly lump-sum payment for all services corresponding to that year, in accordance with the following payment schedule.

a. The rate of $720.00 per call for the following calls shall apply during the term of this Contract.

i. **Fire Fighting** - Structure, Explosions, Natural gas/Propane and Petroleum base (these are incidents which involve a working fire upon arrival). Natural vegetation, Brush, Grass, Rubbish and/or Trash – (Anything over two acres, a city block 300' x 300').

ii. **Vehicle Fire** - Any commercial vehicle or 3 or more passenger vehicles which involve a working fire upon arrival.

iii. **Vehicular Accidents** - All emergency extrications from any entrapment and/or entanglement incident.

iv. **Rescue Calls** - All emergency rescues of person(s) in the water, all emergency rescue/extrication of person(s) from enclosed areas (i.e. elevators, building collapse).

v. **Mass Casualty** - All emergency rescues and/or recovery of victims (8 or more) from major incidents (i.e. airplane, school bus, commercial bus accidents).

vi. **Hazardous Materials Incidents** - Responding to incidents at the First Responder Operational Level as defined by Environmental Protection Agency and/or Texas Commission on Environmental Quality. (Fuel spill over 35 gals).

vii. **Situation where Secondary City/Entity** is required to respond on behalf of Primary City/Entity to perform emergency services pursuant to Section VI (4) above: Secondary City/Entity will be reimbursed as Primary City/Entity at the current rates.

viii. **Special Situations** - A situation in which the City/Entity performed in a manner that is not covered above, or for an extended period of time, the Fire Chief must explain in detail the type of incident and reasons for reimbursement.

(CountyFire Marshal will decide on rate of reimbursement.)

b. The rate of $575.00 per call for the following calls shall apply during the term of this Contract:

1. **Fire Fighting** - Vehicular Fire any passenger vehicle that involves a working fire upon arrival.

c. The rate of $345.00 per call for the following calls shall apply during the term of the Contract.

i. **Mutual Aid** - In the event of emergency, and the emergency is of such magnitude that the Primary City must declare a multiple alarm and must request assistance from a Secondary City, each Secondary City requested by Primary City to respond shall receive $345.00 for services provided. The Fire Chief for the Primary City must provide an independent written document to the County Fire Marshal specifically identifying the requested Secondary City(s)/Entity(s) for the multiple alarms along with any other pertinent information related to the circumstances requiring the issuance of its need for a multiple alarm call and assistance. **(<u>On scene</u>-only the Fire Chief or Incident Commander of the Primary City shall request the need for mutual aid. <u>From station</u> - the dispatcher from the Primary City may request the need for mutual aid due to no response from the Primary City/Entity or as a directive from the Fire Chief or Incident Commander who is on scene. <u>Other</u> - an Hidalgo County Fire Marshal may request mutual aid at anytime whether or not on scene.) <u>NO OTHER AGENCIES</u> may notify fire departments for mutual aid.**

ii. **Wash Down** - Any petroleum base where there is no fire. (Fuel spill under 35 gals.)

iii. **Rescue Call** - Recovery of any drowned victim(s)

iv. **Fire Fighting** - Natural Vegetation (anything below two acres of fire)

v. **Trash/Rubbish** - Residential dumpster, residential trash pit

vi. **Natural gas/propane and petroleum based incidents** - To shut off gas and/or stand by for utility company(s) **(Where there is no fire or location)**

vii. **Explosion** - Where there is no fire on location

viii. **Electrical** - Any Electrical Pole and/or Transformer Explosion. Electrical wire down. **(Where there is no fire at location)**

ix. **Assist Law Enforcement Agencies:** D.P.S., Sheriff, State, Federal Officers, and Hidalgo County Fire Marshal. **(Where there is no fire, Non-Emergency call(s)**

x. **Hazardous materials incident** - Responding to incidents at the First Responder Operational Level as defined by Environmental Protection Agency and/or Texas Natural Resource Conservation Commission. **(Under 35 gal.)**

d. The rate of $230.00 per call for the following calls shall apply during the term of this Contract:

i. **Traffic Control** - Any calls strictly for traffic control duties.

e. The rate of $115.00 per call for the following calls shall apply during the term of this Contract:

i. **Good Intent Calls** - Emergency Calls where fire personnel were not required to deal with the incident. (No services, investigation, or standby was needed.) Includes all fires that are out upon arrival.

ii. **Service Calls** - Unauthorized burning, smoke scare, mischievous or malicious calls, and system malfunctions requiring fire personnel to deal with the incident. (Investigation or standby for possible service due to potential accident)

VII. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this Contract may be assigned by County to such District, and City/Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County hereunder.

VIII. AUDIT

Any and all requests for reimbursement by City/Entity from County under this Contract shall be subject to audit by the County Auditor. Should County Auditor elect to audit City's/Entity's records pertaining to any request or claim for reimbursement hereunder, City/Entity agrees to furnish County Auditor any and all information requested by county Auditor. Should County Auditor determine any payments received by City/Entity were not properly claimed under the terms of this Contact, City/Entity agrees to remit the amount of payments so found by County Auditor to County within ten (10) days following the date of receipt of City/Entity of County Auditor's written determination of same.

IX. MISCELLANCEOUS

1. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

3. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or though any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed.

4. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to City: _____
_____
_____, Texas _____

If to County: County of Hidalgo
Attn. County Judge
100 East Cano, 2nd Floor
P. O. Box 1356
Edinburg, Texas 78540

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes of such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

6. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

7. **Successors.** This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

8. **Assignment.** This Agreement shall not be assignable.

9. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

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

11. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances or governing body action, and the Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

12. **Performance of Government Functions.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

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

CITY OF Edcouch

1/15/08
Date:

By: Joe R. Guzman, Mayor

ATTEST:

Veronica Mata
City Secretary

COUTY OF HIDALGO

Date:

J. D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Atlas & Hall, L.L.P.

By: Stephen L. Crain

County of Hidalgo
Rural Emergency Service Incident Report
(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT)

(Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____
DATE : _____ ALARM TIME : _____ ARRIVAL TIME: _____ DEPART TIME: _____
SITUATION REPORTED: _____ SITIUATION FOUND: _____

MUTUAL AID: ____ GIVEN: ____ RECEIVED: ____ DEPARTMENT: _____
____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____ METHOD OF ALARM: _____ 911

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION: _____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

OF PERSONNEL: _____ MILEAGE (ROUND TRIP): _____ ADVISED OUNTY FIRE MARSHAL: YES _____ NO: _____

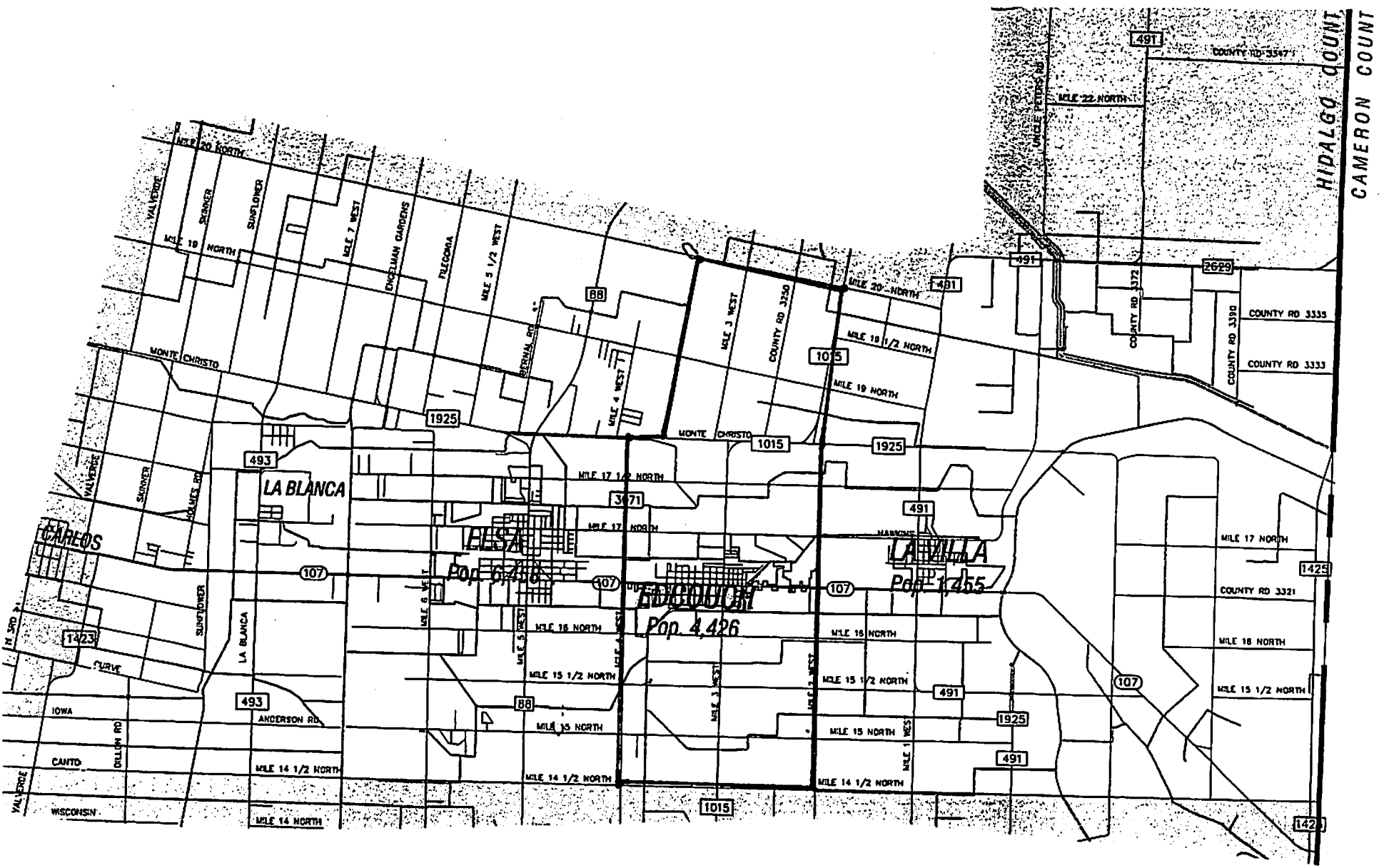
COMMENTS:

_____
_____
_____
_____
_____
_____

OFFICER IN CHARGE: _____ MEMBER MAKING REPORT: _____

ESTIMATED $ LOSS: _____ ATTEST: _____
FIRE CHIEF

REIMBURSEMENT REQUESTED:	___$115	___$230	___$345	___$575	___$720
HIDALGO COUNTY FIRE MARSHAL AUTHORIZATION:	___$115	___$230	___$345	___$575	___$720


HIDALGO COUNT
CAMERON COUNT
LA BLANCA
ELSA
Pop. 6,446
EDCOUCH
Pop. 4,426
LA VILLA
Pop. 1,455
CARLOS
MONTE CHRISTO
MILE 20 NORTH
MILE 19 NORTH
MILE 18 1/2 NORTH
MILE 17 1/2 NORTH
MILE 17 NORTH
MILE 16 NORTH
MILE 15 1/2 NORTH
MILE 15 NORTH
MILE 14 1/2 NORTH
MILE 14 NORTH
MILE 22 NORTH
MILE 7 WEST
MILE 5 1/2 WEST
MILE 4 WEST
MILE 3 WEST
MILE 2 WEST
MILE 1 WEST
MILE 6 WEST
MILE 5 WEST
VALVERDE
SKINNER
SUNFLOWER
ENGELMAN GARDENS
PLEGOMA
BIERMAN RD
SOLMS RD
LA BLANCA
DILLON RD
ANDERSON RD
CURVE
IOWA
CANTO
WISCONSIN
UNCLE PETER RD
COUNTY RD 3372
COUNTY RD 3390
COUNTY RD 3335
COUNTY RD 3333
COUNTY RD 3321
HARMONY
88
107
491
493
1015
1925
1423
1425
2629
3671
142

AI-9887 **8.B.**

Inter-Departmental Transfers
CC REGULAR

Date: 07/01/2008
Submitted By: Yolanda Orozco, EMERGENCY SERVICES DIVISION
Submitted For: A. A. Tony Pena, Jr.
Department: EMERGENCY SERVICES DIVISION
Agenda Area: Emergency Services Division

Information

CAPTION

Approval of 2008 interdepartmental transfer from Elsa Fire Department to Alton Fire Department and from Alamo Fire Department to La Joya Fire Department in the total amount of $33,000.00 (1100).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-422-20-300-00X-0-841
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Program 007-->003 $ 22,000.00; Available balance as of 06/25/08 $ 53,600.00
Program 002-->009 $ 11,000.00; Available balance as of 06/25/08 $ 49,405.00

Attachments

Link: Inter-Dept Trans.70108

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/25/2008 08:59 AM	APRV
2	Erika Reyna	Erika Reyna	06/25/2008 10:16 AM	APRV
3	Auditor's Office	Linda Fong	06/25/2008 05:08 PM	APRV
4	Purchasing Department	Marty Salazar	06/25/2008 05:55 PM	APRV
5	Court Administrator	Monica Badillo	06/26/2008 09:04 AM	APRV

Form Started By: Yolanda Orozco Started On: 06/25/2008 08:29 AM

Final Approval Date: 06/26/2008

DATE: July 1, 2008

DEPARTMENT HEAD: A.A. Tony Pena, Jr.

DEPARTMENT NAME: Hidalgo County Fire Marshal

ACCOUNT NUMBER: 8-1100-422-20-300-XXX-0-841

CONTACT PERSON: Yolanda Orozco **Telephone No:** 956/318-2656

SUBJECT: **Inter-Departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM:		
8-1100-422-20-300-007-0-841	Elsa Fire Department	($22,000.00)
TO:		
8-1100-422-20-300-003-0-841	Alton Fire Department	$22,000.00
FROM:		
8-1100-422-20-300-002-0-841	Alamo Fire Department	($11,000.00)
TO:		
8-1100-422-20-300-009-0-841	La Joya Fire Department	$11,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$33,000.00

REASON: Transfer from one account to another to cover expenditure of Fire Calls.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-9826 **9.A.**

Interpreter Allowance (pay)
CC REGULAR

Date: 07/01/2008
Submitted By: Andres Castro, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval to pay interpreter allowance in the amount of $2,000.00 per year to one (1) Assistant Court Coordinator (slot no. 002-001-0003) employee no. 158275 effective next full pay period (07/07/2008).
2. Approval of revised salary schedule.

BACKGROUND

$4,000.00 out of the $6,000.00 will stay in slot no. 002-001-003

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
No budgetary Impact

Attachments

Link: Memorandum
Link: Job description
Link: Salary Schedule
Link: LOT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Andres Castro	acastro	06/20/2008 09:52 AM	APRV
2	Budget & Management	Dina Trevino	06/20/2008 09:53 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/20/2008 04:25 PM	APRV
4	Human Resources		06/27/2008 05:24 PM	NEW

Form Started By: acastro — Started On: 06/18/2008 09:47 AM

Final Approval Date: 06/27/2008

JUDGE
RUDY DELGADO
93RD JUDICIAL DISTRICT
OF TEXAS
100 N. CLOSNER
EDINBURG, TEXAS 78540
(956) 318-2255

MEMO

TO: ANDRES CASTRO
BUDGET & MANAGEMENT

FROM: JUDGE RUDY DELGADO

RE: INTERPRETER SALARY SPLIT

THIS IS TO REQUEST THAT THE COURT INTERPRETER'S SALARY OF $6000.00 (ACCOUNT NUMBER 81100412000020010116) SHOULD BE BROKEN DOWN AND APPLIED AS FOLLOWS;

SLOT NUMBER 4- Emp.# 158275 $2000.00 AND

SLOT NUMBER 3- Emp # 1650169 $4000.00

THANK YOU FOR ALL YOUR HELP AND PLEASE CALL FOR ANY ADDITIONAL INFORMATION.

JUDGE RUDY DELGADO
93RD. DISTRICT COURT JUDGE

HIDALGO COUNTY
DISTRICT COURT

Job Title: Assistant Court Coordinator **FLSA Status:** Exempt

Dept. Code: 002-001 **Civil Service Status:** Exempt

SUMMARY:
Under general direction of District Court Judge and Court Coordinator in performing duties such as answering telephone, preparing and maintaining the department budget, ordering supplies and preparing purchase requisitions, and preparing time sheets for each employee within the department.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Primary employee to answer telephone calls and assist individuals and/or redirect call to appropriate department, if necessary;
- Clerical work, (i.e., answering telephone, taking messages, assisting the general public with any questions, scheduling meetings, in-office filing, etc.);
- May assist Court Coordinator in scheduling court hearings;
- May assist Court Coordinator in making daily docket entries (from court hearings) on court files;
- May assist with the use of the respective jury room;
- May answer a variety of questions from the public, via telephone and/or in person. Assists the public directly when possible and refers them to another office if appropriate;
- May prepare, maintains and administers the department budget;
- May order necessary equipment and supplies for the department, including preparing purchase requisitions;
- May maintain and prepares time sheets;
- May maintain inventory of equipment and supplies in department;
- May maintain filing within the department;
- Knowledge of automated court system;
- May act as back-up for Bailiff in obtaining files for daily docket;
- Regular attendance
- Get along with co-workers
- May assist Bailiff to interpret Court proceedings

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

EDUCATION AND EXPERIENCE:

- High School diploma or GED
- One year administration experience in the legal system
- Must have good computer skills.
- Bilingual is preferred (English/Spanish)

CERTIFICATIONS, LICENSES, REGISTRATIONS:

- None

OTHER SKILLS AND ABILITIES:

- Employee may be assigned other duties in addition to those listed and duties may change according to changing needs of department.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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

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

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity, which permits:

- making sound decisions and using good judgment

- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions, which involve:
- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:
- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all departments' safety regulations.

HIDALGO COUNTY

COMMISSIONER COURT

2008 SALARY SCHEDULE

1100-412-00-002-001-0

93RD DC

AI-9826

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED SALARY	2008 ADJUSTED SALARY	2008 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED SALARY APPROVED	2008 ACTUAL SALARY	Other Allowances					2008 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	COURT REPORTER	$70,000.00	$0.00	$70,000.00	0.04	$2,800.00	$0.00	$72,800.00	$72,800.00	$720.00	$0.00	$0.00	$0.00	$0.00	$73,520.00
0002	113	COURT COORDINATOR	$60,204.00	$0.00	$60,204.00	0.04	$2,408.00	$0.00	$62,612.00	$62,612.00	$360.00	$0.00	$0.00	$0.00	$0.00	$62,972.00
0003	113	BAILIFF/INTERP	$37,427.00	$0.00	$37,427.00	0.04	$1,497.00	$0.00	$38,924.00	$37,071.00	$0.00	$4,000.00	$0.00	$0.00	$0.00	$41,071.00
0004	113	ASST CRT COOR	$36,095.00	$0.00	$36,095.00	0.04	$1,444.00	$0.00	$37,539.00	$33,800.00	$0.00	will reflect $2,000.00 ~~$0.00~~	$0.00	$0.00	$0.00	$33,800.00
0005	111	DISTRICT JUDGE	$13,418.00	$0.00	$13,418.00	0.1179	$1,582.00	$0.00	$15,000.00	$15,000.00	$0.00	$0.00	$0.00	$10,373.00	$0.00	$25,373.00
		TOTAL	$217,144.00	$0.00	$217,144.00		$9,731.00	$0.00	$226,875.00	$221,283.00	$1,080.00	$4,000.00	$0.00	$10,373.00	$0.00	$236,736.00

Will reflect $2,000.00 pending receipt of Employee Change of Status. Interpreter allowance to be paid to employee no. 158275.

Letter of Transmittal

HIDALGO COUNTY
DEPARTMENT OF BUDGET AND MANAGEMENT

Date: 6/26/2008

To: Esther Cortez, Human Resources Director

From: Valde Guerra
Commissioner Court Executive Officer

Attached, please find ___1___ original set (s) of an H.R. related agenda item that requires H.R. **review** and **approval**. Please return original document with corresponding signature of approval.

AI: 9826

C.C. Date: 07/01/2008

Dept: 93rd District Court-

Note: Personnel adjustment forms must be reviewed and signed by an authorized HR representative and returned to Budget & Management Dept. by 11:00 am on Friday's for inclusion on the following weeks Commissioners' Agenda.

RECEIVED
JUN 26 2008
HUMAN RESOURCES

Human Resources Dept:

Received By: Sylvia Rios

Title: Chief Admin.

Date: 06.26.08 **Time:** 4:40

AI-9794 **10.A.**

Position Title Changes & Auto Allowances
CC REGULAR

Date: 07/01/2008
Submitted By: Dina Trevino, BUDGET & MANAGEMENT
Submitted For: Renan Ramirez
Department: BUDGET & MANAGEMENT
Agenda Area: IT Department

Information

CAPTION

1. Approval to change the title for (1) one vacant permanent fulltime position, slot no. 200-001-0011 from Tech III to Projects Specialist I.
2. Approval to change the title for (1) one vacant permanent fulltime position, slot no. 200-001-0016 from Tech II to Projects Specialist I.
3. Approval to pay auto allowance in the amount of $3,600.00 to one (1) Projects Specialist II, slot # 200-001-0023, employee no. 165212.
4. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
No Budgetary Impact.

Attachments

Link: Job Description
Link: PARS
Link: Memos
Link: Fiscal Note
Link: Revised Salary Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Andres Castro	acastro	06/19/2008 09:20 AM	APRV
2	Budget & Management (Originator)		06/27/2008 05:24 PM	PEND
3	Rosalinda Cantu	Rosie Cantu	06/20/2008 04:22 PM	APRV
4	Human Resources		06/27/2008 05:24 PM	NEW
Form Started By: Dina Trevino			Started On: 06/13/2008 10:16 AM	

Final Approval Date: 06/27/2008

HIDALGO COUNTY
INFORMATION TECHNOLOGY DEPARTMENT

Job Title:	**Projects Specialist I**	**FLSA Status:**	**Non-Exempt**
Dept No:	**200**	**Service Status:**	**Non-Exempt**

SUMMARY:
Individual is tasked with the overall responsibility of one or more information technology drive projects. This position will be responsible for all facets of the assigned project.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Responsible for maintaining assigned projects within their assigned timeline and within their allocated budgets.
- Perform data analysis of required project specifications and related project data.
- Map out project objectives, timelines and resource projections.
- Create and maintain documentation of all phases of the project.
- Good organizational skills are required in order to keep proper maintenance records and allocate resources to individual tasks within the project;
- Knowledge of and or exercise of proper safety procedures are required;
- Some evening and weekend work may be required;
- Performs such other duties as may be assigned;
- Regular attendance is a must;

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities;

EDUCATION and/or EXPERIENCE
- High School Diploma or GED; A minimum of thirty college hours are required.
- Must have at least three (3) years experience in the information technology field. Previous supervisory responsibilities are a must. Experience in technology procurement and other IT certifications are preferred. Knowledge of industry standard computer hardware and software preferred;

CERTIFICATES, LICENSES, REGISTRATIONS
- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier;

OTHER SKILLS AND ABILITIES
- Requires the ability to compare and/or judge the readily observable, functional, structural, or composite characteristics (whether similar to or divergent from obvious standards) of data, people or things;

- Requires the ability to read a variety of reports, correspondence, technical manuals, forms, logs, charges, etc.;
- Requires the ability to prepare a variety of reports using prescribed formats and conforming to all rules of punctuation, grammar, diction, and style;
- Requires the ability to speak to people with poise, voice control and confidence;
- Requires the ability to apply principles of logical or scientific thinking to define problems, collect data, establish facts and draw valid conclusions; to interpret and extensive variety of technical instructions in mathematical or diagrammatically form; and to deal with several abstract and concrete variables;
- Requires the ability to deal with people beyond giving and receiving instructions;
- Must be adaptable to performing under minimal level of stress when confronted with persons acting under stress;
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County;

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

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

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus;

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job;

The noise level in the work environment is usually moderate;

SAFETY REQUIREMENTS:
Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:
- sitting for extended periods of time;
- operating assigned equipment;

Maintain mental capacity which permits:
- making sound decisions and using good judgment;
- handling financial affairs effectively and honestly;
- maintaining confidentiality;

- demonstrating intellectual capabilities;

Effectively handle a work environment and conditions which involve:
- working closely with others;
- working in a multi-task environment;

Maintain effective audio-visual discrimination and perception needed for:
- making observations;
- reading and writing;
- operating assigned equipment;
- communicating with others;

ACCIDENT PREVENTION PROGRAM:
Required to follow all departments' safety regulations;

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Enter department Name
INFORMATION TECHNOLOGY / 200

DATE: Enter Date
06/13/2008

CURRENT POSITION TITLE: Enter position Title
TECHNICIAN III

CURRENT SLOT. #: Enter current
11

VACANT position

REQUESTED POSITION TITLE: Enter New Position Title
(For new positions or reclassifications)
Projects Specialist I

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Title Change

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

POSITION SALARY REQUEST:

Salary Amount: $ $33,692.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ N/A (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:

Exempt ☐
Non-Exempt ☒

FLSA:

Exempt ☒
Non-Exempt ☐

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

The IT Department is currently in the process of migrating the County's Criminal Justice System in addition to an IT projects list of over 100 projects. The department needs people that can drive these projects.

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

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

Position will require less on the field technical work and will require more data analysis and database coding duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	6/19/2008 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	6/23/2008 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	6/24/2008 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			
5. Norma G. Garcia County Treasurer	06/23/08 Date			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Enter department Name
INFORMATION TECHNOLOGY / 200

DATE: Enter Date
06/13/2008

CURRENT POSITION TITLE: Enter position Title
TECHNICIAN II

CURRENT SLOT. #: Enter current
16

VACANT position EAC

REQUESTED POSITION TITLE: Enter New Position Title
(For new positions or reclassifications)
Projects Specialist I

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Title Change

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

POSITION SALARY REQUEST:

Salary Amount: $ $31,200 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ N/A (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:

Exempt ☐
Non-Exempt ☒

FLSA:

Exempt ☒
Non-Exempt ☐

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

The IT Department is currently in the process of migrating the County's Criminal Justice System in addition to an IT projects list of over 100 projects. The department needs people that can drive these projects.

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

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

Position will require less on the field technical work and will require more data analysis and database coding duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	6/19/2008 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	6/23/2008 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	6/24/2008 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			
5. Norma G. Garcia County Treasurer	06/23/08 Date			

HIDALGO COUNTY
texas

Department of
Budget & Management
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025
Fax: (956) 292-7034
www.co.hidalgo.tx.us

Memorandum

To: **Raul Silguero, Jr. Budget Division Administrator**

From: **Dina R. Trevino, Manager - Budget Management Section**

Date: **June 18, 2008**

Subject: **Agenda Item No. 9794, IT Dept Position Reclassifications**

Cc: **Renan Ramirez, CIO, Information Tech Dept.**
Ms. Esther Cortez, Human Resources Director

This is to inform you that we have reviewed all documents submitted by Information Technology Department pertaining to reclassification of two positions to be presented to Commissioners Court on Tuesday, July 1st, 2008, refer to AI 9794.

All required documentation related to this agenda item has been submitted by the IT Department. Please note that these reclassifications only involve a title change and there is no fiscal impact. I recommend that this request be submitted to the Reclassification Committee for approval as soon as possible.

Thank you for your attention to this matter. If you have any questions, please call me at (956) 292-7025 ext. 5405.

COUNTY OF HIDALGO

EDINBURG TEXAS 78539

HIDALGO COUNTY – DEPARTMENT OF BUDGET AND MANAGEMENT
2818 South Business Hwy.281 – Administration Bldg.
Edinburg, Texas 78539-3587
PHONE: (956) 292-7025
FAX: (956) 292-7034

RECEIVED
JUN 23 2008
HUMAN RESOURCES

MEMORANDUM

To: Honorable Norma G. Garcia, County Treasurer
Esther Cortez, Human Resources Director
From: Raul Silguero, Jr., Administrator, Budget Division
Date: June 23, 2008
Subj. Classification Committee and IT Request for Position Title Change

On April 17, 2008, the Civil Service Commission approved a policy change to Section 3.22, which establishes a Reclassification Committee to review and to make recommendations to Commissioners' Court on reclassifications requested by Elected Officials, Appointed Officials, and Department Heads. A similar policy change was approved by Commissioners' Court in Chapter 6 of the Personnel Manual for non-civil service positions.

The Reclassification Committee consists of an authorized representative from the Human Resources Department, the Office of the County Treasurer, and the Department of Budget and Management. I would like to schedule a meeting for us to establish procedures and appropriate forms for the administration of this policy. I am requesting that Ms. Garcia coordinate this meeting, at her convenience, given her position as the elected representative of the committee.

With regard to the attached, Mr. Renan Ramirez, Information Technology Department CIO, is requesting the reclassification of two vacant positions. The requested reclassification involves only a change in title and I am requesting that we waive a formal classification committee meeting and approve the request as submitted. Please indicate your approval and any comments on the Personnel Adjustment Request Form and return to my office for inclusion in the next Commissioners' Court agenda.

Your consideration is appreciated.

HIDALGO COUNTY
BUDGET OFFICE
2008 JUN 24 PM 1 55

Hidalgo County Budget Office
FISCAL NOTE

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

To: Commissioner' Court
From: Valde Guerra, Budget Officer
CC Date: Tuesday, July 01, 2008

Agenda Item: AI-9794

Summary of request/proposal:
The IT department is requesting approval to change the title for the following vacant permanent full-time positions:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1100	Projects Specialist I	0011	113	33,692.00	0.00	0.00
1100	Projects Specialist I	0016	113	31,200.00	0.00	0.00
						0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
8-1100-415-00-200-001-0-	113	IT Department	PERM F/T EMPL	-
8-1100-415-00-200-001-0-	211	IT Department	HEALTH INSURANCE	-
8-1100-415-00-200-001-0-	212	IT Department	LIFE INSURANCE	-
8-1100-415-00-200-001-0-	220	IT Department	FICA	-
8-1100-415-00-200-001-0-	230	IT Department	RETIREMENT	-
8-1100-415-00-200-001-0-	250	IT Department	UNEMPLOYMENT COM	-
8-1100-415-00-200-001-0-	260	IT Department	WORKER'S COMP	-
			2008 Budgetary Impact	-

2009 Budgetary Impact: N/A

Possible Funding Sources: No Budgetary Impact - No additional funding required

Budget Office Recommendation:

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

1100-415-00-200-001-0
INFORMATION TECHNOLOGY

AI-9794

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED SALARY	2008 ADJUSTED SALARY	2008 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED SALARY APPROVED	2008 ACTUAL SALARY	Other Allowances					2008 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	CHF INF OFFCR	$77,300.00	$0.00	$77,300.00	0.04	$3,092.00	$0.00	$80,392.00	$80,392.00	$480.00	$0.00	$0.00	$8,000.00	$0.00	$88,872.00
0002	113	INFO SYSTEM ADMIN	$67,877.00	$3,123.00	$71,000.00	0	$0.00	$0.00	$71,000.00	$71,000.00	$600.00	$0.00	$0.00	$4,800.00	$0.00	$76,400.00
0003	113	TECHNICIAN V	$55,073.00	$0.00	$55,073.00	0.04	$2,203.00	$0.00	$57,276.00	$57,276.00	$0.00	$0.00	$0.00	$2,400.00	$0.00	$59,676.00
0004	113	MULTI MEDIA COORDINATOR	$55,000.00	$0.00	$55,000.00	0.04	$2,200.00	$0.00	$57,200.00	$57,200.00	$0.00	$0.00	$0.00	$0.00	$0.00	$57,200.00
0005	113	APPLICATION DEVELOPER III	$48,925.00	$3,575.00	$52,500.00	0	$0.00	$0.00	$52,500.00	$52,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$52,500.00
0006	113	APPLICATION DEVELOPER III	$45,325.00	$7,175.00	$52,500.00	0	$0.00	$0.00	$52,500.00	$52,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$52,500.00
0007	113	TECHNICIAN IV	$44,929.00	$0.00	$44,929.00	0.04	$1,797.16	$0.00	$46,726.00	$46,726.00	$480.00	$0.00	$0.00	$0.00	$0.00	$47,206.00
0008	113	TELECOMM MGR	$41,848.00	$0.00	$41,848.00	0.04	$1,674.00	$0.00	$43,522.00	$35,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,000.00
0009	113	TECHNICIAN III	$34,646.00	$2,354.00	$37,000.00	0	$0.00	$0.00	$37,000.00	$37,000.00	$300.00	$0.00	$0.00	$0.00	$0.00	$37,300.00
0010	113	TECHNICIAN IV	$33,962.00	$6,038.00	$40,000.00	0	$0.00	$0.00	$40,000.00	$40,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,000.00
		s/b Projects Specialist I														
0011	**113**	~~**TECHNICIAN III**~~	**$32,396.00**	**$0.00**	**$32,396.00**	**0.04**	**$1,296.00**	**$0.00**	**$33,692.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0012	113	TECHNICAL ASSISTANT	$32,349.00	$0.00	$32,349.00	0.04	$1,294.00	$0.00	$33,643.00	$33,100.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33,100.00
0013	113	TECHNICAL ASSISTANT	$31,823.00	$0.00	$31,823.00	0.04	$1,272.92	$0.00	$33,096.00	$33,096.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$34,116.00
0014	113	TECHNICIAN IV	$31,518.00	$8,482.00	$40,000.00	0	$0.00	$0.00	$40,000.00	$40,000.00	$420.00	$0.00	$0.00	$0.00	$0.00	$40,420.00
0015	113	ADMIN ASST II	$30,787.00	$0.00	$30,787.00	0.04	$1,231.48	$0.00	$32,018.00	$32,018.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,018.00
		s/b Projects Specialist I														
0016	**113**	~~**TECHNICIAN II**~~	**$30,000.00**	**$0.00**	**$30,000.00**	**0.04**	**$1,200.00**	**$0.00**	**$31,200.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0017	113	TECHNICIAN I	$27,488.00	$0.00	$27,488.00	0.04	$1,099.52	$0.00	$28,588.00	$28,588.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,588.00
0018	113	ADMINISTRATIVE ASSISTANT II	$25,540.00	$4,460.00	$30,000.00	0	$0.00	$0.00	$30,000.00	$30,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,000.00
0019	113	TECHNICIAN I	$21,000.00	$0.00	$21,000.00	0.0476	$1,000.00	$0.00	$22,000.00	$22,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,000.00
0020	113	TECHNICIAN I	$0.00	$22,500.00	$22,500.00	0	$0.00	$0.00	$22,500.00	$22,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,500.00
0021	113	TECHNICIAN I	$0.00	$22,500.00	$22,500.00	0	$0.00	$0.00	$22,500.00	$22,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,500.00
0022	113	PROJECTS MANAGER	$0.00	$44,500.00	$44,500.00	0	$0.00	$0.00	$44,500.00	$44,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,500.00
														$3,600.00		
0023	**113**	**PROJECTS SPECIALIST II**	**$0.00**	**$34,500.00**	**$34,500.00**	**0**	**$0.00**	**$0.00**	**$34,500.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	~~**$0.00**~~	**$0.00**	**$0.00**
0024	113	IT SECURITY ENGINEER	$0.00	$34,500.00	$34,500.00	0	$0.00	$0.00	$34,500.00	$34,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,500.00
		TOTAL	$767,786.00	$193,707.00	$961,493.00		$19,360.08	$0.00	$980,853.00	$872,396.00	$3,300.00	$0.00	$0.00	$18,800.00	$0.00	$890,896.00

Auto Allowance will be paid to the Projects Speciailist II, slot no. 200-001-0023, in the amount of $3,600.00

AI-9915 **10.B.**

Notice to Proceed with Phase I - Court Administration - Criminal Justice Information System (Odyssey)

CC REGULAR

Date: 07/01/2008
Submitted By: Griselda Salazar, IT DEPARTMENT
Department: IT DEPARTMENT
Agenda Area: IT Department

Information

CAPTION

1. Approval of Implementation Plan submitted by Tyler Technologies for the Criminal Justice Information System transition from Able Term to Odyssey software, beginning with Phase I - Court Administration, pursuant to that certain Participation Agreement by and between Tyler Technologies, Inc. ("Software Provider"), the Texas Conference of Urban Counties ("the CUC") and Hidalgo County, Texas ("the County"), as approved and budgeted for in 2007; and
2. Approval for County Judge to sign "Notice to Proceed" and "Addendum for Phase 1" and submit to Tyler Technologies to begin implementation plan for said software system.

BACKGROUND

Additional funding in the amount of $126,400.00 is pending approval of AI 9916 for Phase I of Odyssey Project.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1302-412-00-200-009-0-747
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 6-25-08 $1,171,500.00. Additional funding is pending approval of appropriation of funds for Tax Notes, 2007 (1302) in the amount of $126,400.00, refer to AI 9916.

Attachments

Link: Hidalgo Implementation Plan
Link: Notice to Proceed
Link: Phase 1 Addendum

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/25/2008 04:04 PM	APRV
2	Ivan Cantu	Ivan Cantu	06/25/2008 04:15 PM	APRV

3	Auditor's Office	Linda Fong	06/26/2008 05:27 PM	APRV
4	Purchasing Department	Marty Salazar	06/27/2008 08:06 AM	APRV
5	Court Administrator	Angela Garcia	06/27/2008 10:18 AM	APRV

Form Started By: Griselda Salazar

Started On: 06/25/2008 02:46 PM

Final Approval Date: 06/27/2008

Implementation Plan

Texas Conference of Urban Counties

tylerworks.
Tyler Technologies, Inc.
6500 International Parkway, Ste. 2000 Plano, TX 75093 Tel: 972.713.3770 Fax: 972.713.3777 www.tyler-tsg.com

Participating Member County : Hidalgo

Budget Letter Date: **5/25/2007**
Last Updated: **6/10/2008**

Tyler Technologies Contact: Dawson Tyler
Accounts Manager
Tyler Technologies
6500 International Parkway, Suite 2000
Plano, Texas 75093
972/713-3770
Dawson.Tyler@TylerTech.com

Major Assumptions

**See Assumptions Detail for more information*

Expected Project Duration
CUC Enterprise Products: 18 Months

Additional Products: 12 Months
Total: 30 Months

Project Management dedication: 75%

Number of Interfaces: 1

Data Conversion Approach: Approach 1 - Standard conversion of TSG UNIX products

Training Approach: Tyler to perform direct training to end-users

Travel Allowance Assumptions 3 days/trip. 953 est. days onsite.
318 est. trips.

Overnight hotel required? **Yes**
Air travel required? **Yes**

Software Licenses

		License Fee
CUC Enterprise License		
Case Management		
Probate & Mental Health	Yes	Included In CUC Enterprise License
Civil & Family	Yes	
Criminal	Yes	
Justice of the Peace	Yes	
Prosecutor	Yes	
Additional Products - County License		
Jail Management	Yes	375,000
Law Enforcement/RMS	Yes	included
Community Supervision	Yes	150,000
Hot Checks	Yes	90,000
Total - Local County Licenses		**615,000**

Implementation Services

	Original Hours	Adjusted Hours	Original Cost	Adjusted Cost
Summary				
Project Management	2,076	3,893	301,020	564,413
Implementation Plan	120	120	17,400	17,400
Fit Analysis	600	612	78,000	79,560
Data Conversion	1,000	1,388	130,000	180,440
Interfaces*	900	450	117,000	58,500
Customization	3,000	6,275	390,000	815,750
Configuration & Consulting	1,560	1,670	202,800	217,100
Training	1,720	1,720	215,000	215,000
Go-Live Assistance	1,400	1,500	175,000	187,500
Other Services				
Services Totals	**12,376**	**17,628**	**1,626,220**	**2,335,663**
Travel Allowance Budget		prev	172,256	362,467

Total Software License & Implementation Services **Original** **2,413,476**
Total Software License & Implementation Services **Adjusted** **3,313,130**

Participating Member County
NOTICE TO PROCEED

This notice is issued pursuant to that certain Participation Agreement by and between Tyler Technologies, Inc., a Delaware corporation ("Software Provider"), the Texas Conference of Urban Counties (the "CUC"), and Hidalgo County, Texas (the "County").

The County has reviewed the attached Implementation Plan submitted by Software Provider and, in accordance with Section 4 of the Participation Agreement, hereby provides to Software Provider a Notice to Proceed.

HIDALGO COUNTY, TEXAS

By: _____

Date: _____

Name: _____

Title: _____

Address: _____

_____

TECHSHARE RESOURCE SHARING ADDENDUM
COMMON INTEGRATED JUSTICE SYSTEM (CIJS)
COURT ADMINISTRATION SYSTEM
July 1, 2008 - September 30, 2009

I.
PURPOSE

This is an Addendum to the Interlocal Agreement for Participation in the Urban Counties Techshare Program **("ILA"**), to which the undersigned County is a signatory. It is entered into by and between the County and the Texas Conference of Urban Counties ("Urban Counties"), all of whom may be collectively referred to as "Parties."

Through approval and execution of this Addendum and Attachments, and subject to all the terms and conditions of the Court Administration Master License Agreement and Professional Services Agreement ("Master License Agreement") executed between Tyler Technologies and the Urban Counties on February 28, 2006, the County shall be granted a sublicense from the Urban Counties to acquire and implement the Court Administration System.

In the event any provision of this Addendum is in direct conflict or inconsistent with a provision of the ILA, the provision in this Addendum controls.

II.
TERM AND TERMINATION

This Addendum shall be in effect from the date it is approved by the County's Commissioners Court to September 30, 2009.

This Addendum may be terminated by the County by providing written notice of termination to the Urban Counties at least thirty (30) days in advance of the proposed termination date.

The Parties acknowledge and agree that in the event the County terminates this Addendum, the County shall not be entitled to reimbursement of Court Administration System sublicense fees and Enterprise Modification Fees previously paid by the County and shall not be eligible to participate on the Resource Oversight Board. Upon termination, if the County has paid in full the County's Court Administration System sublicense fee, the County shall have the right to continue to use the current version of the software in use on the date of termination. However, the County shall have no right to subsequent software updates and maintenance services. Upon termination, if the County has not paid in full the County's Court Administration System sublicense fee, the County shall not be entitled to use the Court Administration System.

III.

RESOURCE SHARING ADDENDUM ATTACHMENTS

The following Attachments set forth the terms and conditions whereby participating counties may acquire a sublicense from the Urban Counties for the Court Administration System. By approval and execution of this Addendum, Attachment B (License Participation Agreement) Attachment C (Maintenance and Programming Services Agreement) and Attachment D (Three-Party Master Escrow Service Agreement , the County shall be granted a sublicense for the Court Administration System including implementation, installation, training, maintenance services and, Enterprise and Local Modifications.

The ILA, Addendum and the following Attachments constitute the entire agreement between the Parties and the entire agreement between the Urban Counties and Tyler Technologies.

A. Financial Plan

Attachment A is the Financial Plan that sets forth the costs to the County associated with sharing the CIJS Court Administration System for Phase 1, Civil and Family Courts, through September 30, 2009. The County, by approval and execution of this Addendum, shall be responsible for the payment of these costs to the Urban Counties pursuant to Section V of this Addendum. As additional counties join, the County's Financial Plan may be adjusted to reflect decreases in costs without further action of the County.

IV.
REIMBURSEMENT OF SHARED COSTS

The County shall be eligible for reimbursement of a portion of the County's Court Administration System sublicense fee from the Urban Counties after the License Fee specified in the Master License and Support Services Agreement has been paid in full to Tyler Technologies by the Urban Counties. A portion of the Court Administration System sublicense fees collected by the Urban Counties from additional counties in excess of the License Fee paid to Tyler Technologies shall be remitted to the County as reimbursement. The reimbursement amount shall be in proportion to the County's share of the total amount of Court Administration System sublicense fees paid by all the participating counties.

The County shall be eligible for reimbursement of a portion of its payments for Enterprise Software Modifications as additional counties participate in sharing the Court Administration System. The County shall be eligible for reimbursement after Tyler Technologies has been paid in full for Enterprise Software Modifications. A portion of the Enterprise Software Modification fees collected by the Urban Counties from additional counties in excess of the Enterprise

Software Modification fees paid to Tyler Technologies shall be remitted to the County as reimbursement. The reimbursement amount shall be in proportion to the County's share of the total amount of Enterprise Modification fees paid by all participating counties.

V.
PAYMENT OF SHARED COSTS

The County shall pay its portion of the resource costs as specified in the Financial Plan. The Urban Counties will send invoices to the County in accordance with the payment schedule set forth in the Financial Plan. The County shall pay its portion of the resource costs no later than forty five (45) days after each invoice is submitted by the Urban Counties.

The County acknowledges and agrees that any and all rights to use the Court Administration System provided in this Addendum and the License Participation Agreement may be subject to termination for failure to timely pay sublicense fees.

In the event this Addendum and the License Participation Agreement are terminated for failure to timely pay resource costs, the County shall retain the right to use the current version of the software in use at the time of termination if the County's sublicense fees are paid in full. However, the County shall no longer be entitled to representation on the Oversight Board, maintenance and support, and reimbursement of shared costs.

VI.

CIJS PHASE IV RESOURCE OVERSIGHT BOARD

Notwithstanding Article VI (c) of the ILA, the Resource Oversight Board shall consist of one representative from each of the participating counties.

VII
AMENDMENT

This Addendum may not be amended except in a written instrument specifically referring to this Addendum and signed by the Parties hereto.

COUNTY OF HIDALGO

BY: _____

Title: County Judge

Date: _____

APPROVED AS TO FORM:

By: _____

Title: _____

Date: _____

TEXAS CONFERENCE OF URBAN COUNTIES (as contract administrator)

BY: _____

Title: Executive Director

Date: _____

Attachment A – Financial Plan

Phase 1, Civil Cases, District and County Clerks, Financial Plan Summary:

The following table summarizes the expected costs for Phase 1 of the Hidalgo County Common Integrated Justice System Project. Phase 1 includes all Civil and Family case types for the District and County Courts and for the operations in the District and County Clerks' Office to support the Civil and Family case types.

The total cost for Hidalgo County's CIJS Project, Phase 1, excluding any computer hardware and systems software to be purchased by the County is $1,297,900.

		Phase 1
CIJS Software		
	Court Administration	$ 682,500
	Jail Management/Law Enforcement	n/a
	Community Supervision	n/a
	Hot Checks	n/a
Implementation Services		
	Tyler Implementation Plan	$ 17,400
	Tyler Budget Estimate	$ 500,000
	Travel Expenses	$ 59,000
CUC Texas County Enterprise Mods		
	Hidalgo County Cost	$ 18,000
CUC Oversight		
	Quality Assurance and Contract Administration	$ 21,000
Totals by Fiscal Year		**$ 1,297,900**

The CIJS software is the license payment for the Court Administration System for Civil and Family Courts. Payments of license fees will be made through the Conference of Urban Counties.

Payments to Tyler Technologies for Implementation Services will be made directly to Tyler Technologies by Hidalgo County in accordance with the License Participation Agreement previously approved by the County and the Implementation Plan, after it is approved by Hidalgo County. Payments to Tyler Technologies for Implementation Services will be made monthly based on services provided and accepted or approved by the County.

Funding for Hidalgo County's share of the Texas County Enterprise Mods for Civil and Family Courts will be made to the Conference of Urban Counties.

Payment for Quality Assurance and Contract Administration Services will be made to the Conference of Urban Counties.

Anticipated Payments to Texas Conference of Urban Counties in Fiscal Year 2008:

The following schedule shows the estimated dates for payments to the Texas Conference of Urban Counties for CIJS Software, Enterprise Modifications and Oversight for Hidalgo County's CIJS Phase 1 Project.

		Payment Amount	Estimated Payment Date
CIJS Software			
	Court Administration Software - Upon approval of Implementation Plan and Notice to Proceed	$ 341,250	August 2008
	Court Administration Software - Upon successful completion of "go live" for Civil and Family Courts	$ 341,250	July 2009
CUC	**Texas County Enterprise Mods**		
	Hidalgo County Cost	$ 18,000	October 2008
CUC Oversight			
	Quality Assurance and Contract Administration	$ 21,000	August 2008
Totals by Fiscal Year		**$ 721,500**	

As noted above, payments to Tyler Technologies for Implementation Services will be made directly to Tyler Technologies by Hidalgo County in accordance with the License Participation Agreement previously approved by the County and the Implementation Plan, after it is approved by Hidalgo County.

AI-9853 **11.A.**

Subrec

CC REGULAR

Date: 07/01/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY

Information

CAPTION

Approval of a Subrecipient Agreement with Mujeres Unidas/Women Together and the Urban County Program-ESG/UCP Year 21 (2008) under the Emergency Shelter Grant Program for Maintenance and Operations and Essential Services.

BACKGROUND

Mujeres Unidas/Women Together provide homeless shelter to battered and abused women and their children. agreement is in the amount of $186,564.00 and will be used at the McAllen Emergency Shelter, Nueva Vida Transitional Supportive Housing Program, McAllen Outreach Satellite Center, and the Family Justice Center. Services include:

Maintenance &Operations	**Essential Services**
Utilities (light, phone, water)	Staff salaries (Counselors, Outreach Advocate)
Yard Maintenance/Minor repairs	Transportation
Supplies (cleaning/office)	Medication
Food/Clothing	
Furniture/Office Equipment	

Subrecipient: **Mujeres Unidas/Women Together**
$155,133.00 - Maintenance & Operations
31,431.00 - Essential Services
Total Agreement Amt.: $186,564.00

Funds Available: $186,564.00

Approval of agreement is recommended.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban Co. Funds
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Total Agreement Amount: $186,564.00

Funds Available: $186,564.00

Attachments

Link: AGREEMENT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/23/2008 02:34 PM	APRV
2	Veronica Lopez	Veronica Lopez	06/24/2008 08:02 AM	APRV
3	Auditor's Office	Linda Fong	06/25/2008 05:12 PM	APRV
4	Veronica Lopez	Veronica Lopez	06/26/2008 01:15 PM	APRV
5	Purchasing Department	Marty Salazar	06/27/2008 08:04 AM	APRV
6	Court Administrator	Angela Garcia	06/27/2008 10:17 AM	APRV

Form Started By: Estella Webber Started On: 06/23/2008 02:31 PM

Final Approval Date: 06/27/2008

STATE OF TEXAS {}

COUNTY OF HIDALGO {}

EMERGENCY SHELTER GRANT PROGRAM
SUBRECIPIENT AGREEMENT

This Agreement, made and entered into on this the **_____ day of ___, 2008** by and between **Hidalgo County-Urban County Program**, hereinafter referred to as "**ENTITY**," a political subdivision of the State of Texas and _____, a neighborhood based not-for-profit organization, hereinafter referred to as "**SUBRECIPIENT**".

WITNESSETH

WHEREAS, the **SUBRECIPIENT** desires to carry out eligible activities as described in **Exhibit A** and permitted by 24 CFR §576.21 ; and

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the special activities described in Exhibit A can be carried out in the **ENTITY**'s jurisdiction; and

WHEREAS, the **ENTITY** has made a finding that those activities listed in Exhibit A are eligible under 24 CFR 576.21;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Emergency Shelter Grant Program activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 576 and other rules, regulations and decisions as may be made by the Department of Housing and Urban Development (HUD) or any other federal or state **ENTITY** that may legally exercise its jurisdiction over expenditures of ESGP funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A: Statement of Work,** of this Agreement for and in consideration of ESGP funding in the amount of $_____ enumerated in **Exhibit B: Payment Schedule.**

SUBRECIPIENT agrees to notify **ENTITY** ***in writing*** of any changes in its Statement of Work, Grant Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval ***in writing*** from **ENTITY** prior to commencing work on any changes made to the Statement of Work, Grant Budget and Payment Schedule.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this agreement or after termination of this agreement.

SUBRECIPIENT agrees to follow the schedule outlined in **Exhibit D: Schedule of Activity** and shall notify **ENTITY** of any changes, delays or departures from the schedule. If the **SUBRECIPIENT** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may amend such Schedule of Activity within the time frame established by this Agreement.

SECTION III
Records and Reports

SUBRECIPIENT agrees to maintain records and reports as outlined in **Exhibit C: Records and Reports** and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over expenditure of ESGP funds.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** will conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 24 CFR Part 85.40 (a).

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in **Exhibit B.**

SUBRECIPIENT agrees to allow **ENTITY** to account for all program income from any ESGP-funded activity covered under this agreement and listed in Exhibit B. Any program income generated by a ESGP-funded activity can be used by the **SUBRECIPIENT** for activities so listed in Exhibit A upon approval of **ENTITY.**

Failure of the **SUBRECIPIENT** to report program income as required, shall cause **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused ESGP funds will be returned to **ENTITY** at the end or termination of this agreement.

SECTION VI
Religious Activities

The SUBRECIPIENT and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structures funded under this Agreement are used for sectarian or religious activities as described in 24 CFR 576.23.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR 576.57.

SUBRECIPIENT further agrees to approve and attach hereto a formal process to be established by **SUBRECIPIENT** for terminating assistance to an individual or family.

SECTION VIII
Uniform Administrative Requirements

SUBRECIPIENT agrees to comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations" (attached) and OMB Circular No. A-110. All administrative requirements such as Cash Depositories, Bonding and Insurance, Retention and Custodial Requirements for Records, Standards for Financial Management Systems, Monitoring and Reporting Program Performance, Property Management Standards, and Procurement Standards can be found in the text of the main document of said OMB Circular No. A-110, more specifically Sub Part C-Post Award Requirements (attached). ***(Please note that there are no longer any attachments to Circular A-110).***

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB

Circular A-133, Audits of States, Local Governments and Non-Profit organizations. **SUBRECIPIENT** agrees to provide to **ENTITY** a copy of its Financial Report.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if the **SUBRECIPIENT** materially fails to comply with the provisions of this agreement or the provisions so listed on **Exhibits A through E.**

It is expressly agreed that this Agreement may not be amended except upon the joint action of both **Hidalgo County, Urban County Program and _____.**

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY.**

Any asset acquired or improved in part or in whole with ESGP funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR 576 for a period of three years after the expiration of this Agreement or a longer period if so determined by the **ENTITY.**

The disposition of any asset improved or acquired in part or in whole with ESGP funds by the **SUBRECIPIENT** must be done with prior approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such assets be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on Exhibit A.

SECTION XII
Use as an Emergency Shelter

SUBRECIPIENT agrees to operate and maintain an emergency shelter for a period of ten (10) years if ESGP funds were used for renovation, major rehabilitation, or conversion of buildings for use as emergency shelters for the homeless.

If the **SUBRECIPIENT** uses ESGP funds for operation and maintenance costs, **SUBRECIPIENT** hereby

agrees to maintain the shelter for the homeless for the period for which assistance is being provided for the same targeted population. For the purposes of this Agreement, such time periods shall be from the date the Agreement is executed to its expiration, as identified in Section XIX.

SECTION XIII
Indemnity Clause

SUBRECIPIENT agrees to hold **ENTITY** harmless from, and indemnify **ENTITY** for and defend **ENTITY** against any and all claims brought against **ENTITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

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

SECTION XIV
Procurement

SUBRECIPIENT agrees to follow the rules of the **ENTITY** on the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the Procurement Standards of the Hidalgo County Urban County Program which includes 24 CFR 85.36, and the Texas County Purchasing Act. In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **ENTITY** to ensure compliance with the Standards implemented by **ENTITY**.

SECTION XV
Conflict of Interest

The **SUBRECIPIENT** covenants that no member of its organization or staff member who exercises influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on **Exhibit A.**

The **SUBRECIPIENT** agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any

interest in any corporation, company, or association that is hired to carry out any of the activities so listed in **Exhibit A** during their tenure or for a period of one year thereafter.

No **ENTITY** employees, elected officials, consultants and/or agents shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on **Exhibit A.**

SECTION XVI
24 CFR 576

SUBRECIPIENT and **ENTITY** agree to follow 24 CFR 576 and that 24 CFR 576 is made a part of this Agreement for all intends and purposes, and that the regulations are provided herein as Exhibit E.

SECTION XVII
Legal Action and Venue

The **SUBRECIPIENT** agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **ENTITY.**

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Hidalgo County.

SECTION XVIII
Miscellaneous Provisions

14.01 **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such events the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

14.03 **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly nor through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **ENTITY** and **SUBRECIPIENT**, and not otherwise.

14.04 **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to **ENTITY**: **Hidalgo County**
Attention: Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

If to **SUBRECIPIENT**: _____
_____
_____
_____

14.05 (Continued) Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

14.06 **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

14.07 **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assign where permitted by this Agreement.

14.08 **Assignment.** This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

14.09 **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

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

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

SECTION XIX
Effective Date

The effective date of this contract shall be the **_____ day of _____, 2008**, such date being the date the County Commissioners' Court approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **_____ day of _____, 2009. *Non-profits funding will be for a period of one and one half (1 ½) years and a two (2) year period for the grantee (UCP). An extension can be granted by the UCP director up to a period of 2 years.**

Approved and signed this _____ day of _____, 20____.

_____
Captain Daniel Ford
Executing Official

Subrecipient Firm Name:_____
Address:_____
_____
Fed. I.D. # or Soc. Sec. #: _____

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 20_____.

_____
Notary - Signature

Witness:

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____
Diana R. Serna
UCP Executive Director

EXHIBIT A

STATEMENT OF WORK

See Attached

EXHIBIT B
GRANT BUDGET

EXHIBIT B-1
PAYMENT SCHEDULE

Exhibit C
Records & Reports

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:

- Copies of Invoices
- Canceled Checks
- Portion requesting from ESG Program
- Other Supporting Documents

Payment requests must be submitted to Urban County by the 15th of each month.

- A Performance report must be submitted to the Urban County Program accompanying each request for payment. Each performance report must have the following items:
  a). Period covered by Performance Report
  b). Type of services provided
  c). Type of Equipment/Supplies Purchased
  d). Amount of fund Expended
  e). Number of Beneficiaries Served & Ethnicity Data
  _____ White, non Hispanic
  _____ Black, non Hispanic
  _____ Native American
  _____ Asian or Pacific Islander
  _____ Hispanic
  _____ Total
- How services provided benefit clientele
- Projection for next disbursement period
- Program Income Report/Blank Statement
- Other significant Information

B. Matching Funds (24 CFR 576.51 (a) requires that each grantee and/or SUBRECIPIENT must match the funding provided by HUD under 24 CFR 576 with an equal amount of funds from sources other than under Part 576. Therefore, each request for payment must be with either cash, volunteer time, in-kind or donations.

3. Provide an annual report of activity by January 10th of each year the Agreement is in effect. The annual report shall include the following:

- ☐ **Facility Name:** List name, address (unless confidential) of each shelter/facility receiving ESGP assistance.

- ☐ **ESGP Amount:** Indicate the amount of ESG assistance allocated to each shelter/facility. It is optional whether the amount of funds for each activity type - Rehabilitation, Services, Operation - is presented.)

- ☐ **Activity Types:** Briefly describe the accomplishments from each eligible activity - Rehabilitation, Services, Operations - funded at the shelter/facility through ESG funds. Indicate if the rehabilitation activity involves costs in excess of 75 percent of the value of the building before rehabilitation (Major Rehabilitation). Summarize category of services provided.

- ☐ **Homeless Beneficiaries:** For each shelter/facility assisted use the following codes for describing the types of beneficiaries:

  UM - Unaccompanied Men
  UW - Unaccompanied Women
  UFY - Unaccompanied Female Youth under 18 years of age
  UMY - Unaccompanied Male Youth under 18 years of age
  SPF - Single Parent Families
  TPF - Two Parent Families
  AC - Adult Couples without children
  DK - Don't Know

  Note: If there is more that one beneficiary type, **list all with the predominant beneficiary type listed first.**

- ☐ **Racial and Ethnic Data:** During the past year of operation what was the estimated average number of people each ESG-Shelter/Facility served per day/night? What is the estimated portion of these different racial and ethnic groups?

  Estimated average number served per day/night _____.

☐ **Racial and Ethnic Data (Continued):**

Portion Served:

_____ White, non Hispanic
_____ Black, non Hispanic
_____ Native American
_____ Asian or Pacific Islander
_____ Hispanic
_____ Total

SUBRECIPIENT must maintain a file of all records and reports submitted to the Urban County Program. **SUBRECIPIENT** must maintain record of beneficiaries being served (i.e. application, membership, clientele profile, etc.).

SUBRECIPIENT must maintain files of all original contract agreements, amendments, and correspondence.

SUBRECIPIENT must maintain proper financial records.

Exhibit B-1
Grant Budget

TYPE OF EXPENDITURES	BUDGETED AMOUNT
As identified through the Statement of Work	$
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	$

EXHIBIT B-2
PAYMENT SCHEDULE

2008 - 2009 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
July 2008		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
Aug. 2008		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
Sept. 2008		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
Oct. 2008		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
Nov. 2008		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
Dec. 2008		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
Jan. 2009		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
Feb. 2009		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
March 2009		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
		Shelter operations-food, utilities,

April 2009		repair & maint., telephone, supplies, essential services, Homeless prevention
May 2009		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
June 2009		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
July 2009		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
Aug. 2009		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
Sept. 2009		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
Oct. 2009		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
Nov. 2009		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
Dec. 2009		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention

Exhibit D
Schedule of Activity

SUBRECIPIENT hereby agrees to perform services as outlined in Exhibit A.

A proposed monthly schedule of activity should be provided in this space. Schedule should not exceed SUBRECIPIENT contract time frame of 24 months from contract date.

2007-2008 For the Month of	Number of Beneficiaries	Services
July 2008		Emergency Shelter-Maint. & Opea.-Homeless Prevention Activities
Aug. 2008		"
Sept. 2008		"
Oct. 2008		"
Nov. 2008		"
Dec. 2008		"
Jan. 2009		"
Feb. 2009		"
March 2909		"
April 2009		"
May 2009		"
June 2009		"
July 2009		"
Aug. 2009		"
Sept. 2009		"
Oct. 2009		"
Nov. 2009		"
Dec. 2009		"
Total		"

AI-9855 **11.B.**

P. Hearing - Amendment (Pct. #1) Delta Mercado
CC REGULAR

Date: 07/01/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

1. Hold Public Hearing to consider public comments on a proposed budget and program amendment for Pct. #1 utilizing Urban County funds from Program Year 20 (2007). The amendment will provide additional funding for the CI Infrastructure Development activity.
2. Consideration and Approval of an amendment to the Urban County Pct. #1 Year 20 (2007) CDBG workplan allowing funding for CI Infrastructure Development activity totaling $211,084.00.

BACKGROUND

Hidalgo County Precinct No. 1 is requesting approval of the Budget / Program Amendment for Program Year 20 (2007) to provide funding under CI Infrastructure Development. A public hearing was held on July 1, 2008 at 9:30 am. and citizen participation requirements have been met. See attached detailed amendment.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Proposed budget and program amendment are utilizing Urban County Funds.

Attachments

Link: budget amend.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/24/2008 07:43 AM	APRV
2	Veronica Lopez	Veronica Lopez	06/24/2008 08:23 AM	APRV
3	Auditor's Office	Linda Fong	06/25/2008 05:19 PM	APRV
4	Purchasing Department	Marty Salazar	06/25/2008 05:55 PM	APRV
5	Court Administrator	Monica Badillo	06/26/2008 09:04 AM	APRV

Form Started By: Estella Webber — Started On: 06/23/2008 03:14 PM

Final Approval Date: 06/26/2008

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court Agenda Request Form

No. 1

Date: June 23, 2008 Meeting Date Request: July 1, 2008

Deadline for Action: July 1, 2008 Contact Person: ***Diana R. Serna***

Department: ***Urban County Program*** Phone: **(956) 787-8127** Fax: **(956) 787-5291**

Diana R. Serna, UCP Director DRS

Caption:

a. Hold Public Hearing to consider public comments on a proposed budget and program amendment for Pct. #1 utilizing Urban County funds from Program Year 20 (2007). The amendment will provide additional funding for the CI Infrastructure Development activity.

b. Consideration and Approval of an amendment to the Urban County Pct. #1 Year 20 (2007) CDBG workplan allowing funding for CI Infrastructure Development activity totaling $211,084.00.

Background:

Hidalgo County Precinct No. 1 is requesting approval of the Budget / Program Amendment for Program Year 20 (2007) to provide funding under CI Infrastructure Development. A public hearing was held on July 1, 2008 at 9:30 a.m. and citizen participation requirements have been met. See attached detailed amendment.

CDBG Manager: DD **Deputy Dir.**____ **Finance:** FMM

Please initial for approval:

Legal Counsel _____ **Budget** _____ **Human Resources** _____

Dept./Fund No._____ Amt. Expended: $ _____ Funds/Staffing Budgeted: Yes:____ No:____

Account Code: _____ Impact on Future Budget: Yes ____ No ____

Comments:

Action taken by Commissioner's Court:

Approved_____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

COUNTY of HIDALGO



SYLVIA S. HANDY
County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733

June 16, 2008

Hidalgo County
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Attention: Mrs. Linda Sandoval

Re: Budget Amendment

Dear Mrs. Sandoval,

Pct. 1 is requesting a budget amendment to CDBG Program Year 20 by Hidalgo County Commissioners Court to include an additional $211,084.00 to be utilized by the Delta Region Revitalization Corporation for the construction of the Delta Mercado. Pct. 1 is requesting the amount for this project be transferred from the Street Improvements Allocation for Program Year 20. Pct.1 is requesting Budget Amendment be placed on the July 1, 2008, Hidalgo County Commissioners Court Agenda.

If you need additional information, please contact Mr. Juan J. Ybarra at (956) 968-8733.

Sincerely,

Joseph Palacios

Joseph Palacios
Chief Administrator
Hidalgo County Pct. # 1



PUBLIC HEARING NOTICE
HIDALGO COUNTY PRECINCT #1
URBAN COUNTY PROGRAM

BUDGET AND PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, the Hidalgo County **Precinct #1** will conduct a Public Hearing to solicit input from interested parties on the Precinct's proposed budget and program amendment to its Urban County program **Year 20 (2007).**

The Public Hearing will be held on **Tuesday, July 1, 2008** at 9:30 a.m. at the Hidalgo County Commissioners' Courtroom located at 100 East Cano, 1st Floor, Edinburg, Texas.

Following is the proposed budget and program amendment for your consideration:

EXISTING BUDGET	UCP YR 16(2003) ACTIVITIES	PROPOSED BUDGET
$557,505.00	STREET IMPROVEMENTS (-$211,084.00)	$346,421.00
$ 0.00	CI INFRASTRUCTURE DEVELOPMENT (+$211,084.00)	$211,084.00

The proposed budget & program amendment would create a CI Infrastructure Development line item for the contribution of funds to the development of El Mercado in the City of Edcouch.

Accommodations for individuals with handicaps shall be provided upon request.
Las presentaciones se haran en espanol para aquellas personas que asi lo deseen.

For more information, please come by our office or call (956) 968-8733. Written comments may be forwarded to:

Commissioner Sylvia S. Handy
Hidalgo County Precinct #1
1902 Joe Stephens Avenue
Weslaco, Texas 78589

AI-9857 **11.C.**

Interlocal Agr. - Delta Region
CC REGULAR

Date: 07/01/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

Hidalgo County Precinct No. 1 is requesting approval to amend the Interlocal Agreement with the Delta Region Revitalization Corporation for the contribution of additional funds to Mercado Delta utilizing Urban County CI Infrastructure Development Funding Year 16 (2003), Year 17 (2004), Year 18 (2005), Year 19 (2006), and Year 20 (2007).

BACKGROUND

The County agrees it is in its best interest to provide assistance to the Delta Region Revitalization Corporation and is requesting approval to amend the Interlocal Agreement in which the County will contribute additional funds to include, but not limited to, the infrastructure and development of Mercado Delta. Approval is recommended by Hidalgo Councy Precinct No. 1

Funds Available:

Year 16 (2003) CI Infrastructure Development	$ 3,164.07
Year 17 (2004) CI Infrastructure Delvelpment	$ 20,908.45
Year 18 (2005) CI Infrastructure Development	$ 1,341.23
Year 19 (2006) CI Infrastructure Development	$292,760.00
Year 20 (2007) CI Infrastructure Development	**$211,084.00**
Original Interlocal Agreement Amount:	$318,173.75
Amended Interlocal Agreement Amount:	**$529,257.75**

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban Co. Funds
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds Available:	
Year 16 (2003) CI Infrastructure Development	$ 3,164.07
Year 17 (2004) CI Infrastructure Delvelpment	$ 20,908.45
Year 18 (2005) CI Infrastructure Development	$ 1,341.23
Year 19 (2006) CI Infrastructure Development	$292,760.00
Year 20 (2007) CI Infrastructure Development	**$211,084.00**

Attachments

Link: Intl. Agr. amendment

Link: Amended Interlocal Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/24/2008 07:43 AM	APRV
2	Veronica Lopez	Veronica Lopez	06/25/2008 11:23 AM	APRV
3	Auditor's Office	Linda Fong	06/25/2008 05:16 PM	APRV
4	Purchasing Department	Marty Salazar	06/25/2008 05:55 PM	APRV
5	Court Administrator		06/26/2008 09:04 AM	NEW

Form Started By: Estella Webber Started On: 06/23/2008 04:11 PM

Final Approval Date: 06/26/2008

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court Agenda Request Form

No. 2

Date: June 23, 2008 Meeting Date Request: July 1, 2008

Deadline for Action: July 1, 2008 Contact Person: **Diana R. Serna**

Department: ***Urban County Program*** Phone: **(956) 787-8127** Fax: **(956) 787-5291**

Dept. Head/Official Signature: ARS

Caption:

Hidalgo County Precinct No. 1 is requesting approval to amend the Interlocal Agreement with the Delta Region Revitalization Corporation for the contribution of additional CDBG funds to Mercado Delta utilizing Urban County CI Infrastructure Development Funding Year 16 (2003), Year 17 (2004), Year 18 (2005), Year 19 (2006), and Year 20 (2007).

Background:

The County agrees it is in its best interest to provide assistance to the Delta Region Revitalization Corporation and is requesting approval to amend the Interlocal Agreement in which the County will contribute additional funds to include, but not limited to, the infrastructure and development of Mercado Delta. Approval is recommended by Hidalgo County Precinct No. 1.

Funds Available:

Year 16 (2003) CI Infrastructure Development	$ 3,164.07
Year 17 (2004) CI Infrastructure Development	$ 20,908.45
Year 18 (2005) CI Infrastructure Development	$ 1,341.23
Year 19 (2006) CI Infrastructure Development	$292,760.00
Year 20 (2007) CI Infrastructure Development	**$211,084.00**
Original Interlocal Agreement Amount:	$318,173.75
Amended Interlocal Agreement Amount:	**$529,257.75**

CDBG AS Finance FMM

Please initial for approval:

Legal Counsel_____Budget_____Human Resources

Dept./Fund No:_____Amt. Expended: $_____Fnds/Staffing Budgeted: Yes_____No

Account code:_____Impact on Future budget: Yes_____No

Comments:

Action taken by Commissioner's Court:

Approved_____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

COUNTY of HIDALGO



SYLVIA S. HANDY
County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733

June 16, 2008

Hidalgo County
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Attention: Mrs. Linda Sandoval

Re: Budget Amendment

Dear Mrs. Sandoval,

Pct. 1 is requesting the Interlocal agreement between the Delta Region Revitalization Corporation and Pct. 1 be amended to include an additional $211,084.00. Pct.1 is requesting Interlocal agreement amendment be placed on the July 1, 2008, Hidalgo County Commissioners Court Agenda.

If you need additional information, please contact Mr. Juan J. Ybarra at (956) 968-8733.

Sincerely,

Joseph Palacios

Joseph Palacios
Chief Administrator
Hidalgo County Pct. # 1



JUN 17

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDED INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF HIDALGO
AND THE DELTA REGION REVITALIZATION CORPORATION

This Agreement is made on this the **1st** day of **July 2008**, by and between the **DELTA REGION REVITALIZATION CORPORATION,** hereinafter referred to as "Delta Region" and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Delta Region is a Home Rule municipality located in Hidalgo County, Texas; and

WHEREAS, County is a county in the State of Texas;

WHEREAS, The County desires to contribute Community Development Block Grant ("CDBG") funds from Year 16 (2003), Year 17 (2004), Year 18 (2005), Year 19 (2006), and include Year 20 (2007) CI Infrastructure Development Activity, to Delta Region for the development and infrastructure of Mercado Delta as described in Exhibit "A";

WHEREAS, County agrees it is in its best interest to provide such contribution to Delta Region as described herein;

WHEREAS, Delta Region and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

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

1. County agrees to contribute CDBG funds to Delta Region in the **amended amount not to exceed Five Hundred Twenty-Nine Two Hundred Fifty-Seven and Seventy-Five Cents ($529,257.75)** from the Urban County Year 16 (2003), Year 17 (2004), Year 18 (2005), Year 19 (2006), and Year 20 (2007) CI Infrastructure Development Activity.

2. Delta Region shall be responsible for the development and infrastructure for Delta Mercado.

3. Following the Infrastructure and development of Delta Mercado as described in Exhibit "A", the parties agree that the County will be released of any and all duties imposed by this Agreement the funds will be used for the project as outlined in Exhibit B;

4. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

5. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is a conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event necessary to bring them within the legal requirements and during the times such conflict exists.

6. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding, breach of the same or any other provision thereof.

7. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Delta Region and County, and not otherwise.

8. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

9. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or addressed to the parties at the addressed set forth below, or (ii) at such other address as may have been theretofore specified by written notice delivered in accordance herewith:

If to DRRC:	Delta Region Revitalization Corporation Attention: Dr. Ricardo Gonzalez, Chairman of the Board PO Box 247 Edcouch, TX 78538
If to County:	Hidalgo County, Texas Attention: Juan D. Salinas III, County Judge 100 East Cano, 2nd Floor Edinburg, Texas 78540-0758
With copy to:	Sylvia Handy, Commissioner, Precinct No. 1 1902 Joe Stephens Weslaco, Texas 78596

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

10. **Additional Documents.** The Parties hereto covenant and agree that they will execute such other and future instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

11. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

12. **Assignment.** This Agreement shall not be assignable.

13. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

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

15. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms

16. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for government services or functions, and will pay for such services out of revenues as identified in this Agreement.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, that any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provision of Tex. Loc. Govt. Code Ann.§271.903.

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

REGION REVITALIZATION CORPORATION

_____
Dr. Ricardo Gonzalez, Chairman of the Board

ATTEST:

_____

HIDALGO COUNTY

_____
Juan D. Salinas III, Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

Exhibit "A"
Description of Activity

Infrastructure and development of Mercado Delta to include, but not limited to, the new construction of a water & sewer lines, multi-purpose public market place, sidewalks, streets, parking lots, landscaping, etc.

Exhibit "B"
Budget

Contribution of funds not to exceed $529,257.75 will be utilized from Urban County Year 16 (2003), Year 17 (2004), Year 18 (2005), Year 19 (2006), and Year 20 (2007) CI Infrastructure Development activity.

A RESOLUTION AUTHORIZING THE COUNTY JUDGE TO SIGN THE APPLICATION TO THE UNITED STATES DEPARTMENT OF AGRICULTURE FOR THE RURAL HOUSING SERVICE GRANT PROGRAM

WHEREAS, the Rural Housing Service Program of the United States Department of Agriculture offers various programs to help in the development of rural communities including loans for community facilities, home ownership, rural rental housing, home improvement, among others;

WHEREAS, the Hidalgo County Commissioner's Court deems it necessary and proper to apply for grant assistance under the Rules and Regulations of Rural Housing Service, a department of the United States Department of Agriculture.

NOW, THEREFORE BE IT RESOLVED that the Hidalgo County Commissioner's Court hereby authorize the County Judge to submit and sign the application for grant assistance on behalf of Hidalgo County, and to sign the Notice of Award and other grant documents, contingent upon receipt of the grant award.

PASSED, APPROVED, AND ADOPTED this _____day of _____, 2008 by the Commissioner's Court of Hidalgo County, Texas.

_____
Juan D. Salinas III
County Judge

_____
Sylvia S. Handy
Commissioner, Pct. 1

_____
Hector "Tito" Palacios
Commissioner, Pct. 2

_____
Oscar Garza, Jr.
Commissioner, Pct. 4

_____
Joe M. Flores
Commissioner, Pct. 3

ATTEST:

_____
Arturo Guajardo, Jr.
County Clerk

APPROVED AS TO FORM:

_____
By: Stephen L. Crain
Atlas & Hall LLP

AI-9852 **11.D.**

Salvation Army Subrecipient Agreement
CC REGULAR

Date: 07/01/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

Approval of a Subrecipient Agreement with The Salvation Army and the Urban County Program-ESG/UCP Year 21 (2008) under the Emergency Shelter Grant Program for Maintenance and Operations, Essential Services, and Homeless Prevention Services.

BACKGROUND

The Salvation Army will use their funds at their homeless shelter. Services include:

Maintenance &Operations
Utilities (light, phone, water)
Yard Maintenance/Minor Repairs
Supplies (cleaning/office)
Food/Comfort Kits

Essential Services
Staff Salaries/benefits (shelter manager, case worker)

Homeless Prevention
Utility cut-offs, rent, rental deposits, and mortgage foreclosures.

Subrecipient: **The Salvation Army**
$ 59,550.00- Maintenance & Operations
32,240.00 - Essential Services
25,000.00- Homeless Prevention Service
Total Agreement Amt.: $116,790.00

Funds Available: $116,790.00

Approval of agreement is recommended.

Fiscal Impact

FISCAL YEAR:
ACCT. #: Urban Co. Funds
FUNDS AVAILABLE Y/N?:
MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Total Agreement Amount: $116,790.00

Funds Available: $116,790.00

Attachments

Link: AGREEMENT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/23/2008 02:34 PM	APRV
2	Veronica Lopez	Veronica Lopez	06/24/2008 07:56 AM	APRV
3	Auditor's Office	Linda Fong	06/26/2008 11:37 AM	APRV
4	Veronica Lopez	Veronica Lopez	06/26/2008 01:14 PM	APRV
5	Purchasing Department	Marty Salazar	06/27/2008 08:04 AM	APRV
6	Court Administrator	Angela Garcia	06/27/2008 10:17 AM	APRV

Form Started By: Estella Webber Started On: 06/23/2008 02:16 PM

Final Approval Date: 06/27/2008

STATE OF TEXAS {}

COUNTY OF HIDALGO {}

EMERGENCY SHELTER GRANT PROGRAM
SUBRECIPIENT AGREEMENT

This Agreement, made and entered into on this the **_____ day of ___, 2008** by and between **Hidalgo County-Urban County Program**, hereinafter referred to as "**ENTITY**," a political subdivision of the State of Texas and _____, a neighborhood based not-for-profit organization, hereinafter referred to as "**SUBRECIPIENT**".

WITNESSETH

WHEREAS, the **SUBRECIPIENT** desires to carry out eligible activities as described in **Exhibit A** and permitted by 24 CFR §576.21 ; and

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the special activities described in Exhibit A can be carried out in the **ENTITY**'s jurisdiction; and

WHEREAS, the **ENTITY** has made a finding that those activities listed in Exhibit A are eligible under 24 CFR 576.21;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Emergency Shelter Grant Program activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 576 and other rules, regulations and decisions as may be made by the Department of Housing and Urban Development (HUD) or any other federal or state **ENTITY** that may legally exercise its jurisdiction over expenditures of ESGP funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A: Statement of Work,** of this Agreement for and in consideration of ESGP funding in the amount of $_____ enumerated in **Exhibit B: Payment Schedule.**

SUBRECIPIENT agrees to notify **ENTITY** ***in writing*** of any changes in its Statement of Work, Grant Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval ***in writing*** from **ENTITY** prior to commencing work on any changes made to the Statement of Work, Grant Budget and Payment Schedule.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this agreement or after termination of this agreement.

SUBRECIPIENT agrees to follow the schedule outlined in **Exhibit D: Schedule of Activity** and shall notify **ENTITY** of any changes, delays or departures from the schedule. If the **SUBRECIPIENT** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may amend such Schedule of Activity within the time frame established by this Agreement.

SECTION III
Records and Reports

SUBRECIPIENT agrees to maintain records and reports as outlined in **Exhibit C: Records and Reports** and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over expenditure of ESGP funds.

SECTION IV
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SUBRECIPIENT agrees that **ENTITY** will conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 24 CFR Part 85.40 (a).

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Failure of the **SUBRECIPIENT** to report program income as required, shall cause **ENTITY** to require all program income to be recovered by the **ENTITY**.

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The SUBRECIPIENT and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structures funded under this Agreement are used for sectarian or religious activities as described in 24 CFR 576.23.

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SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR 576.57.

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SUBRECIPIENT agrees to comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations" (attached) and OMB Circular No. A-110. All administrative requirements such as Cash Depositories, Bonding and Insurance, Retention and Custodial Requirements for Records, Standards for Financial Management Systems, Monitoring and Reporting Program Performance, Property Management Standards, and Procurement Standards can be found in the text of the main document of said OMB Circular No. A-110, more specifically Sub Part C-Post Award Requirements (attached). ***(Please note that there are no longer any attachments to Circular A-110).***

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SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB

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SUBRECIPIENT understands that this agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if the **SUBRECIPIENT** materially fails to comply with the provisions of this agreement or the provisions so listed on **Exhibits A through E.**

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SUBRECIPIENT shall not purchase any asset unless so permitted by the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY.**

Any asset acquired or improved in part or in whole with ESGP funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR 576 for a period of three years after the expiration of this Agreement or a longer period if so determined by the **ENTITY.**

The disposition of any asset improved or acquired in part or in whole with ESGP funds by the **SUBRECIPIENT** must be done with prior approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such assets be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on Exhibit A.

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24 CFR 576

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Legal Action and Venue

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Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Hidalgo County.

SECTION XVIII
Miscellaneous Provisions

14.01 **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such events the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

14.03 **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly nor through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **ENTITY** and **SUBRECIPIENT**, and not otherwise.

14.04 **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to **ENTITY**: **Hidalgo County**
Attention: Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

If to **SUBRECIPIENT**: _____
_____
_____
_____

14.05 (Continued) Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

14.06 **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

14.07 **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assign where permitted by this Agreement.

14.08 **Assignment.** This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

14.09 **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

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

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

SECTION XIX
Effective Date

The effective date of this contract shall be the **_____ day of _____, 2008**, such date being the date the County Commissioners' Court approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **_____ day of _____, 2009. *Non-profits funding will be for a period of one and one half (1 ½) years and a two (2) year period for the grantee (UCP). An extension can be granted by the UCP director up to a period of 2 years.**

Approved and signed this _____ day of _____, 20____.

_____
Captain Daniel Ford
Executing Official

Subrecipient Firm Name:_____
Address:_____
_____
Fed. I.D. # or Soc. Sec. #: _____

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 20_____.

_____
Notary - Signature

Witness:

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____
Diana R. Serna
UCP Executive Director

EXHIBIT A

STATEMENT OF WORK

See Attached

EXHIBIT B
GRANT BUDGET

EXHIBIT B-1
PAYMENT SCHEDULE

Exhibit C
Records & Reports

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:

- Copies of Invoices
- Canceled Checks
- Portion requesting from ESG Program
- Other Supporting Documents

Payment requests must be submitted to Urban County by the 15th of each month.

- A Performance report must be submitted to the Urban County Program accompanying each request for payment. Each performance report must have the following items:
  a). Period covered by Performance Report
  b). Type of services provided
  c). Type of Equipment/Supplies Purchased
  d). Amount of fund Expended
  e). Number of Beneficiaries Served & Ethnicity Data
  _____ White, non Hispanic
  _____ Black, non Hispanic
  _____ Native American
  _____ Asian or Pacific Islander
  _____ Hispanic
  _____ Total
- How services provided benefit clientele
- Projection for next disbursement period
- Program Income Report/Blank Statement
- Other significant Information

B. Matching Funds (24 CFR 576.51 (a) requires that each grantee and/or SUBRECIPIENT must match the funding provided by HUD under 24 CFR 576 with an equal amount of funds from sources other than under Part 576. Therefore, each request for payment must be with either cash, volunteer time, in-kind or donations.

3. Provide an annual report of activity by January 10th of each year the Agreement is in effect. The annual report shall include the following:

- ☐ **Facility Name:** List name, address (unless confidential) of each shelter/facility receiving ESGP assistance.

- ☐ **ESGP Amount:** Indicate the amount of ESG assistance allocated to each shelter/facility. It is optional whether the amount of funds for each activity type - Rehabilitation, Services, Operation - is presented.)

- ☐ **Activity Types:** Briefly describe the accomplishments from each eligible activity - Rehabilitation, Services, Operations - funded at the shelter/facility through ESG funds. Indicate if the rehabilitation activity involves costs in excess of 75 percent of the value of the building before rehabilitation (Major Rehabilitation). Summarize category of services provided.

- ☐ **Homeless Beneficiaries:** For each shelter/facility assisted use the following codes for describing the types of beneficiaries:

  UM - Unaccompanied Men
  UW - Unaccompanied Women
  UFY - Unaccompanied Female Youth under 18 years of age
  UMY - Unaccompanied Male Youth under 18 years of age
  SPF - Single Parent Families
  TPF - Two Parent Families
  AC - Adult Couples without children
  DK - Don't Know

  Note: If there is more that one beneficiary type, **list all with the predominant beneficiary type listed first.**

- ☐ **Racial and Ethnic Data:** During the past year of operation what was the estimated average number of people each ESG-Shelter/Facility served per day/night? What is the estimated portion of these different racial and ethnic groups?

  Estimated average number served per day/night _____.

☐ **Racial and Ethnic Data (Continued):**

Portion Served:

_____ White, non Hispanic
_____ Black, non Hispanic
_____ Native American
_____ Asian or Pacific Islander
_____ Hispanic
_____ Total

SUBRECIPIENT must maintain a file of all records and reports submitted to the Urban County Program. **SUBRECIPIENT** must maintain record of beneficiaries being served (i.e. application, membership, clientele profile, etc.).

SUBRECIPIENT must maintain files of all original contract agreements, amendments, and correspondence.

SUBRECIPIENT must maintain proper financial records.

Exhibit B-1
Grant Budget

TYPE OF EXPENDITURES	BUDGETED AMOUNT
As identified through the Statement of Work	$
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	$

EXHIBIT B-2
PAYMENT SCHEDULE

2008 - 2009 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
July 2008		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
Aug. 2008		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
Sept. 2008		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
Oct. 2008		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
Nov. 2008		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
Dec. 2008		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
Jan. 2009		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
Feb. 2009		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
March 2009		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
		Shelter operations-food, utilities,

April 2009		repair & maint., telephone, supplies, essential services, Homeless prevention
May 2009		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
June 2009		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
July 2009		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
Aug. 2009		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
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Oct. 2009		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
Nov. 2009		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
Dec. 2009		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention

Exhibit D
Schedule of Activity

SUBRECIPIENT hereby agrees to perform services as outlined in Exhibit A.

A proposed monthly schedule of activity should be provided in this space. Schedule should not exceed SUBRECIPIENT contract time frame of 24 months from contract date.

2007-2008 For the Month of	Number of Beneficiaries	Services
July 2008		Emergency Shelter-Maint. & Opea.-Homeless Prevention Activities
Aug. 2008		"
Sept. 2008		"
Oct. 2008		"
Nov. 2008		"
Dec. 2008		"
Jan. 2009		"
Feb. 2009		"
March 2909		"
April 2009		"
May 2009		"
June 2009		"
July 2009		"
Aug. 2009		"
Sept. 2009		"
Oct. 2009		"
Nov. 2009		"
Dec. 2009		"
Total		"

AI-9854 **11.E.**

Subrecipient Agreement - The American Red Cross
CC REGULAR

Date: 07/01/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

Approval of a Subrecipient Agreement with The American Red Cross and the Urban County Program-ESG/UCP Year 21 (2008) under the Emergency Shelter Grant Program for Operations.

BACKGROUND

The American Red Cross will provide vouchers to victims of a natural disaster or fire. Services include:

Operations
Vouchers for food and clothing
Vouchers for hotel/motel homeless assistance under operations

Subrecipient: **The American Red Cross**
$50,000.00 housing assistance under operations

Total Agreement Amt.: $ 50,000.00

Funds Available: $50,000.00

Approval of agreement is recommended.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban Co. Funds
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Total Agreement Amount: $50,000.00

Funds Available: $50,000.00

Attachments

Link: AGREEMENT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Veronica Lopez	06/23/2008 02:51 PM	APRV
2	Veronica Lopez	Veronica Lopez	06/24/2008 08:06 AM	APRV
3	Auditor's Office	Linda Fong	06/26/2008 05:33 PM	APRV
4	Veronica Lopez	Veronica Lopez	06/27/2008 08:22 AM	APRV
5	Purchasing Department		06/27/2008 05:24 PM	NEW

Form Started By: Estella Webber Started On: 06/23/2008 02:38 PM

Final Approval Date: 06/27/2008

STATE OF TEXAS {}

COUNTY OF HIDALGO {}

EMERGENCY SHELTER GRANT PROGRAM
SUBRECIPIENT AGREEMENT

This Agreement, made and entered into on this the **_____ day of ___, 2008** by and between **Hidalgo County-Urban County Program**, hereinafter referred to as "**ENTITY**," a political subdivision of the State of Texas and _____, a neighborhood based not-for-profit organization, hereinafter referred to as "**SUBRECIPIENT**".

WITNESSETH

WHEREAS, the **SUBRECIPIENT** desires to carry out eligible activities as described in **Exhibit A** and permitted by 24 CFR §576.21 ; and

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the special activities described in Exhibit A can be carried out in the **ENTITY**'s jurisdiction; and

WHEREAS, the **ENTITY** has made a finding that those activities listed in Exhibit A are eligible under 24 CFR 576.21;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Emergency Shelter Grant Program activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 576 and other rules, regulations and decisions as may be made by the Department of Housing and Urban Development (HUD) or any other federal or state **ENTITY** that may legally exercise its jurisdiction over expenditures of ESGP funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A: Statement of Work,** of this Agreement for and in consideration of ESGP funding in the amount of $_____ enumerated in **Exhibit B: Payment Schedule.**

SUBRECIPIENT agrees to notify **ENTITY** ***in writing*** of any changes in its Statement of Work, Grant Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval ***in writing*** from **ENTITY** prior to commencing work on any changes made to the Statement of Work, Grant Budget and Payment Schedule.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this agreement or after termination of this agreement.

SUBRECIPIENT agrees to follow the schedule outlined in **Exhibit D: Schedule of Activity** and shall notify **ENTITY** of any changes, delays or departures from the schedule. If the **SUBRECIPIENT** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may amend such Schedule of Activity within the time frame established by this Agreement.

SECTION III
Records and Reports

SUBRECIPIENT agrees to maintain records and reports as outlined in **Exhibit C: Records and Reports** and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over expenditure of ESGP funds.

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SECTION XVIII
Miscellaneous Provisions

14.01 **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such events the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

14.03 **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly nor through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **ENTITY** and **SUBRECIPIENT**, and not otherwise.

14.04 **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to **ENTITY**: **Hidalgo County**
Attention: Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

If to **SUBRECIPIENT**: _____
_____
_____
_____

14.05 (Continued) Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

14.06 **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

14.07 **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assign where permitted by this Agreement.

14.08 **Assignment.** This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

14.09 **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

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

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

SECTION XIX
Effective Date

The effective date of this contract shall be the **_____ day of _____, 2008**, such date being the date the County Commissioners' Court approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **_____ day of _____, 2009. *Non-profits funding will be for a period of one and one half (1 ½) years and a two (2) year period for the grantee (UCP). An extension can be granted by the UCP director up to a period of 2 years.**

Approved and signed this _____ day of _____, 20____.

_____
Captain Daniel Ford
Executing Official

Subrecipient Firm Name:_____
Address:_____
_____
Fed. I.D. # or Soc. Sec. #: _____

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 20_____.

_____
Notary - Signature

Witness:

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____
Diana R. Serna
UCP Executive Director

EXHIBIT A

STATEMENT OF WORK

See Attached

EXHIBIT B
GRANT BUDGET

EXHIBIT B-1
PAYMENT SCHEDULE

Exhibit C
Records & Reports

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:

- Copies of Invoices
- Canceled Checks
- Portion requesting from ESG Program
- Other Supporting Documents

Payment requests must be submitted to Urban County by the 15th of each month.

- A Performance report must be submitted to the Urban County Program accompanying each request for payment. Each performance report must have the following items:
  a). Period covered by Performance Report
  b). Type of services provided
  c). Type of Equipment/Supplies Purchased
  d). Amount of fund Expended
  e). Number of Beneficiaries Served & Ethnicity Data
  _____ White, non Hispanic
  _____ Black, non Hispanic
  _____ Native American
  _____ Asian or Pacific Islander
  _____ Hispanic
  _____ Total
- How services provided benefit clientele
- Projection for next disbursement period
- Program Income Report/Blank Statement
- Other significant Information

B. Matching Funds (24 CFR 576.51 (a) requires that each grantee and/or SUBRECIPIENT must match the funding provided by HUD under 24 CFR 576 with an equal amount of funds from sources other than under Part 576. Therefore, each request for payment must be with either cash, volunteer time, in-kind or donations.

3. Provide an annual report of activity by January 10th of each year the Agreement is in effect. The annual report shall include the following:

- ☐ **Facility Name:** List name, address (unless confidential) of each shelter/facility receiving ESGP assistance.

- ☐ **ESGP Amount:** Indicate the amount of ESG assistance allocated to each shelter/facility. It is optional whether the amount of funds for each activity type - Rehabilitation, Services, Operation - is presented.)

- ☐ **Activity Types:** Briefly describe the accomplishments from each eligible activity - Rehabilitation, Services, Operations - funded at the shelter/facility through ESG funds. Indicate if the rehabilitation activity involves costs in excess of 75 percent of the value of the building before rehabilitation (Major Rehabilitation). Summarize category of services provided.

- ☐ **Homeless Beneficiaries:** For each shelter/facility assisted use the following codes for describing the types of beneficiaries:

  UM - Unaccompanied Men
  UW - Unaccompanied Women
  UFY - Unaccompanied Female Youth under 18 years of age
  UMY - Unaccompanied Male Youth under 18 years of age
  SPF - Single Parent Families
  TPF - Two Parent Families
  AC - Adult Couples without children
  DK - Don't Know

  Note: If there is more that one beneficiary type, **list all with the predominant beneficiary type listed first.**

- ☐ **Racial and Ethnic Data:** During the past year of operation what was the estimated average number of people each ESG-Shelter/Facility served per day/night? What is the estimated portion of these different racial and ethnic groups?

  Estimated average number served per day/night _____.

☐ **Racial and Ethnic Data (Continued):**

Portion Served:

_____ White, non Hispanic
_____ Black, non Hispanic
_____ Native American
_____ Asian or Pacific Islander
_____ Hispanic
_____ Total

SUBRECIPIENT must maintain a file of all records and reports submitted to the Urban County Program. **SUBRECIPIENT** must maintain record of beneficiaries being served (i.e. application, membership, clientele profile, etc.).

SUBRECIPIENT must maintain files of all original contract agreements, amendments, and correspondence.

SUBRECIPIENT must maintain proper financial records.

Exhibit B-1
Grant Budget

TYPE OF EXPENDITURES	BUDGETED AMOUNT
As identified through the Statement of Work	$
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	$

EXHIBIT B-2
PAYMENT SCHEDULE

2008 - 2009 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
July 2008		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
Aug. 2008		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
Sept. 2008		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
Oct. 2008		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
Nov. 2008		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
Dec. 2008		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
Jan. 2009		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
Feb. 2009		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
March 2009		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
		Shelter operations-food, utilities,

April 2009		repair & maint., telephone, supplies, essential services, Homeless prevention
May 2009		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
June 2009		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
July 2009		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
Aug. 2009		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
Sept. 2009		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
Oct. 2009		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
Nov. 2009		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention
Dec. 2009		Shelter operations-food, utilities, repair & maint., telephone, supplies, essential services, Homeless prevention

Exhibit D
Schedule of Activity

SUBRECIPIENT hereby agrees to perform services as outlined in Exhibit A.

A proposed monthly schedule of activity should be provided in this space. Schedule should not exceed SUBRECIPIENT contract time frame of 24 months from contract date.

2007-2008 For the Month of	Number of Beneficiaries	Services
July 2008		Emergency Shelter-Maint. & Opea.-Homeless Prevention Activities
Aug. 2008		"
Sept. 2008		"
Oct. 2008		"
Nov. 2008		"
Dec. 2008		"
Jan. 2009		"
Feb. 2009		"
March 2909		"
April 2009		"
May 2009		"
June 2009		"
July 2009		"
Aug. 2009		"
Sept. 2009		"
Oct. 2009		"
Nov. 2009		"
Dec. 2009		"
Total		"

AI-9849 **11.F.**

Contract approval - H.Rehab
CC REGULAR

Date: 07/01/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

The Urban County Program is requesting the award of bids and approval of contracts for the demolition and reconstruction of the following:

1. (1) unit in the Countywide area in the amount of $53,000.00 to Rolando's General Construction
2. (1) unit in the City of Donna in the amount of $38,440.00 to J.D. Villarreal
3. (1) unit in the City of Weslaco in the amount of $39,555.00 to Benchmark Construction
4. (1) unit in the City of Weslaco in the amount of $37,200.00, one (1) unit in the City of Hidalgo in the amount of $37,200.00, and one (1) unit in the Countywide area in the amount of $37,800.00 to GMH Construction.

BACKGROUND

These families were approved to receive assistance under the HOME-Homeowner Occupied Housing Rehabilitation Program by the County Commissioners' Court on March 11 & 25, 2008 and May 6, 2008. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, June 10, 2008 for the reconstruction including demolition of two (2) existing structures in the Countywide area, two (2) in the City of Weslaco, one (1) in the City of Donna and one (1) in the City of Hidalgo. A review and tabulation of bids revealed that the following contractors were the lowest bidders, at $53,000.00 to Rolando's General Construction, $38,440.00 to J.D. Villarreal, $112,200.00 to GMH Construction and 39,555.00 to Benchmark Construction.

(See Attachments)

Fiscal Impact

Attachments

Link: Rehab Contracts

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/23/2008 01:06 PM	APRV
2	Veronica Lopez	Veronica Lopez	06/24/2008 11:25 AM	APRV
3	Auditor's Office	Linda Fong	06/26/2008 05:35 PM	APRV
4	Purchasing Department	Marty Salazar	06/27/2008 08:04 AM	APRV

5	Court Administrator	Angela Garcia	06/27/2008 10:17 AM	APRV
Form Started By: Estella Webber			Started On: 06/23/2008 11:42 AM	
Final Approval Date: 06/27/2008				

URBAN COUNTY PROGRAM

Hidalgo County Commissioner's Court
Agenda Request Form

Date: June 16, 2008

Meeting Date Request: July 1, 2008

Deadline for Action: A.S.A.P.

Contact Person: DIANA R. SERNA, DIRECTOR

Department: HOME PROGRAM

Phone: (956) 787-8127 Fax: (956) 787-5291

Diana R. Serna, Urban County Director

AGENDA:

The Urban County Program is requesting the award of bids and approval of contracts for the demolition and reconstruction of one (1) unit in the Countywide area in the amount of $53,000.00 to Rolando's General Construction, demolition and reconstruction of one (1) unit in the City of Donna in the amount of $38,440.00 to J.D. Villarreal, demolition and reconstruction of one (1) unit in the City of Weslaco in the amount of $39,555.00 to Benchmark Construction, demolition and reconstruction of one (1) unit in the City of Weslaco in the amount of $37,200.00, one (1) unit in the City of Hidalgo in the amount of $37,200.00 and one (1) unit in the Countywide area in the amount of $37,800.00 to GMH Construction.

STAFF COMMENTS & RECOMMENDATION:

These families were approved to receive assistance under the HOME-Homeowner Occupied Housing Rehabilitation Program by the County Commissioners' Court on March 11 & 25, 2008 and May 6, 2008. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, June 10, 2008 for the reconstruction including demolition of two (2) existing structures in the Countywide area, two (2) in the City of Weslaco, one (1) in the City of Donna and one (1) in the City of Hidalgo. A review and tabulation of bids revealed that the following contractors were the lowest bidders, at $53,000.00 to Rolando's General Construction, $38,440.00 to J.D. Villarreal, $112,200.00 to GMH Construction and 39,555.00 to Benchmark Construction.

	APPLICANT	CASE NO.	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Rolando's General Construction $53,000.00	Juan & Maria Romero Reconstruct Deferred Loan – Disable	CW 85-08-06	Countywide Precinct #1	HOME 2006	All of Lot 13, Celso Subdivision Hidalgo County, Texas
J.D. Villarreal Construction $38,440.00	Felicitas Jimenez Reconstruct Deferred Loan - Elderly	DO 15-08-01	Donna Precinct #1	HOME 2001 & 2006	All of Lot 134 East Donna Townsite of the land of B.H. Hooks, Also known as Hooks addition of City of Donna, Hidalgo County, Texas.
Benchmark Construction $39,555.00	Virginia Garcia Solis Reconstruct Deferred Loan - Elderly	WE 80-08-03	Weslaco Precinct #1	HOME 2007	All of Lot 7, in Block 3, out of the West Tract Llano Grande Grant, and also known as Villa Vista Number 2, being an addition to the City of Weslaco, Hidalgo County, Texas.
GMH Construction $37,200.00	Gudelia Escalon Reconstruct Deferred Loan - Elderly	WE 80-08-06	Weslaco Precinct #1	HOME 2007	All of Lot 16, Block 11 Gonzalez Addition to Weslaco, being a subdivision of Block 10, 11 & 12 of Farm Tract 47, Block 142, of American Rio Grande Grant, Hidalgo County, Texas
GMH Construction $37,200.00	Hector Zepeda Reconstruct Deferred Loan - Elderly	HD 35-02-02	Hidalgo Precinct #2	HOME 2007	323 Camelia, Hidalgo County, Texas.
GMH Construction $37,800.00	Filomena Cantu Reconstruct Deferred Loan - Elderly	CW 85-08-07	Countywide Precinct #1	HOME 2007	A (0.61) acre tract of land out of the East 10 acres of the West 20 acres of Block 149, Hill-Halbert tract of El Gato and La Blanca Grants in Hidalgo County, Texas.

Approval is recommended by staff: HOME Manager _____ Finance _____ Deputy Director _____

Please initial for approval: Legal Council _____ Budget _____ Human Resources _____

Dept./ Fund No: _____ Amt. Expended: $_____ Funds/ Staffing Budgeted: Yes _____ No

Amount Code: _____ Impact on Future Budget: Yes _____ No

Comments:

Action Taken by Commissioners' Court: Approved _____ Tabled _____ Denied _____ Motion made by _____ Vote_____

Housing Rehab Program

ENTITY: Countywide

PROJECT: Bid Approval under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2006

SYNOPSIS:

The family is being recommended for bid approval before the County Commissioner's Court. The family has been on the wait list since February 2006 and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project

Juan & Maria Romero	Total annual household income:	$ 7,644.00
	HUD Income Limits (family of 4):	$ 34,900.00
	Pay Back:	No
	Total Living Area:	1242
	Bedrooms:	3
	Bid Amount:	$53,000.00
	Contractor:	Rolando's General Construction
	Precinct:	1
	Center siding on concrete foundation	

Existing Dwelling: 3 bedrooms frame home, built in 1999.

RECOMMENDATION:

The HOME Staff recommends bid approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

Housing Rehab Program

ENTITY: City of Donna

PROJECT: Bid Approval under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2001 & 2006

SYNOPSIS:

The family is being recommended for bid approval before the County Commissioner's Court. The family has been on the wait list since June 2006 and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project

Felicitas Jimenez	Total annual household income:	$ 7,884.00
	HUD Income Limits (family of 1):	$ 24,450.00
	Pay Back:	No
	Total Living Area:	864
	Bedrooms:	2
	Bid Amount:	$38,440.00
	Contractor:	J.D. Villarreal
	Precinct:	**1**
	Center siding on concrete foundation	

Existing Dwelling: 5 bedrooms frame home, built in 1970.

RECOMMENDATION:

The HOME Staff recommends bid approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

Housing Rehab Program

ENTITY: City of Weslaco

PROJECT: Bid Approval under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2007

SYNOPSIS:

The family is being recommended for bid approval before the County Commissioner's Court. The family has been on the wait list since June 2006 and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project

Virginia Garcia Solis	Total annual household income:	$ 20,196.00
	HUD Income Limits (family of 2):	$ 27,600.00
	Pay Back:	No
	Total Living Area:	864
	Bedrooms:	2
	Bid Amount:	$39,555.00
	Contractor:	Benchmark Construction
	Precinct:	1
	Center siding on concrete foundation	

Existing Dwelling: 2 bedrooms frame home, built in 1930.

RECOMMENDATION:

The HOME Staff recommends bid approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

Housing Rehab Program

ENTITY: City of Weslaco

PROJECT: Bid Approval under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2007

SYNOPSIS:

The family is being recommended for bid approval before the County Commissioner's Court. The family has been on the wait list since April 2006 and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project

Gudelia Escalon	Total annual household income:	$ 15,768.00
	HUD Income Limits (family of 2):	$ 27,600.00
	Pay Back:	No
	Total Living Area:	864
	Bedrooms:	2
	Bid Amount:	$37,200.00
	Contractor:	GMH Construction
	Precinct:	1
	Center siding on concrete foundation	
Existing Dwelling:	2 bedrooms frame home, built in 1942.	

RECOMMENDATION:

The HOME Staff recommends bid approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

Housing Rehab Program

ENTITY: City of Hidalgo

PROJECT: Bid Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2007

SYNOPSIS:

The family is being submitted for bid approval before the County Commissioner's Court. The family has been on the wait list since July 12, 2002 and has met all of the program requirements for assistance under the HOME Homeowner Occupied Housing Rehabilitation Program. The following is a profile of the project.

Hector Zepeda	Total annual household income:	$17,088.00
	HUD Income Limits (family of 2):	$27,900.00
	Pay Back:	No
	Total Living Area:	864
	Bedrooms:	2
	Bid Amount:	$37,200.00
	Contractor:	GMH Construction
	Precinct:	**# 2**
	Cement siding on concrete foundation	
Existing Dwelling:	3 bedrooms frame home, built in 1966.	

RECOMMENDATION:

The HOME Staff recommends bid approval for assistance under the HOME Homeowner Occupied Housing Rehabilitation Program by the County Commissioners' Court.

Housing Rehab Program

ENTITY: Countywide

PROJECT: Bid Approval under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2007

SYNOPSIS:

The family is being recommended for bid approval before the County Commissioner's Court. The family has been on the wait list since April 2006 and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project

Filomena Cantu	Total annual household income:	$ 7,884.00
	HUD Income Limits (family of 1):	$ 24,450.00
	Pay Back:	No
	Total Living Area:	864
	Bedrooms:	2
	Bid Amount:	$37,800.00
	Contractor:	GMH Construction
	Precinct:	**1**
	Center siding on concrete foundation	

Existing Dwelling: 2 bedrooms frame home, built in 1940.

RECOMMENDATION:

The HOME Staff recommends bid approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

HIDALGO COUNTY PURCHASING DEPARTMENT

BID TABULATION SHEET

DEPARTMENT NAME:COUNTY OF HIDALGO COUNTY URBAN COUNTY PROGRAM

BID OPENING DATE: JUNE 10, 2008 | BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: The demolition and reconstruction of two (2) units in the Countywide area, along with a one (1) unit in the City of Donna, one (1) unit in the city of Hidalgo, and two (2) units in the city of Weslaco.

CONTRACTORS	JIMENEZ	SOLIS	ESCALON	ZEPEDA	ROMERO	CANTU
ROLANDO'S GENERAL CONSTRUCTION	$ 42,000.00	$ 41,000.00	$ 41,000.00	$ 43,000.00	$ 53,000.00	$ 44,000.00
TORRES BUILDING & CONSTRUCTION	$ 42,000.00	$ 42,000.00	$ 42,000.00			$ 50,000.00
GONZALEZ BROTHERS		$ 43,000.00	$ 43,000.00	$ 44,000.00	$ 56,000.00	
J.D. VILLARREAL CONSTRUCTION	$ 38,440.00	$ 49,440.00	$ 38,440.00	$ 49,440.00	$ 59,940.00	$ 49,440.00
GMH CONSTRUCTION			$ 37,200.00	$ 37,200.00		$ 37,800.00
BENCHMARK CONSTRUCTION		$ 39,555.00		$ 38,880.00	$ 55,890.00	$ 38,880.00

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

BID OPENING DATE: June 10, 2008	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: DEMOLITION AND RECONSTRUCTION OF TWO (2) UNITS IN THE COUNTY WIDE AREA ALONG WITH A RECONSTRUCTION OF ONE (1) UNIT IN THE CITY OF DONNA, ONE (1) UNIT IN THE CITY OF HIDALGO, AND TWO (2) UNITS IN THE CITY OF WESLACO.

BID NO.	BIDDER/COMPANY NAME	Units	TOTAL BASE CHARGE	Bid Bond/Cashier's Check Included
1	Rolando's General Construction	Juan Romero – CW	53,000.00	
2	JD Villarreal Construction	Felicitas Jimenez – Donna	38,440.00	
3	Gustavo Deleon Construction	Gudelia Escalon – Weslaco	37,200.00	
		Hector Zepeda – Hidalgo	37,200.00	
		Filomena Cantu – CW	37,800.00	

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

BID OPENING DATE: June 10, 2008	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: DEMOLITION AND RECONSTRUCTION OF TWO (2) UNITS IN THE COUNTY WIDE AREA ALONG WITH A RECONSTRUCTION OF ONE (1) UNIT IN THE CITY OF DONNA, ONE (1) UNIT IN THE CITY OF HIDALGO, AND TWO (2) UNITS IN THE CITY OF WESLACO.

BID NO.	BIDDER/COMPANY NAME	Units	TOTAL BASE CHARGE	Bid Bond/Cashier's Check Included
4	Benchmark Construction	Virginia Garcia – Weslaco	39,555.00	
5				
6				

AI-9859 **11.G.**

C-RAC members - Colonia Div.

CC REGULAR

Date: 07/01/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

Approval of Appointment of Colonia Resident Advisory Committee (C-RAC) Members.

BACKGROUND

UCP is requesting approval of Proyecto Azteca's recommendation to appoint the following two colonia residents to the TDHCA-OCI Colonia Resident Advisory Committee:

(Primary)
Yolanda Hernandez
P.O. Box 8112
Alamo, TX 78516
Colonia: South Tower Estates

(Alternate)
Juan Pena
4521 Jerry St.
Mission, TX 78573
Colonia: Linda Vista Estates

Fiscal Impact

Attachments

Link: Advisory Committee

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/25/2008 08:57 AM	APRV
2	Veronica Lopez	Veronica Lopez	06/25/2008 09:31 AM	APRV
3	Auditor's Office	Linda Fong	06/25/2008 05:21 PM	APRV
4	Purchasing Department	Marty Salazar	06/25/2008 05:55 PM	APRV
5	Court Administrator		06/26/2008 09:04 AM	NEW

Form Started By: Estella Webber — Started On: 06/23/2008 04:31 PM

Final Approval Date: 06/26/2008

PROYECTO AZTECA

23 June 2008

Pete De La Cruz
Urban Cuunty Program
1916 Tesoro Blvd.
Pharr, TX 78577

Dear Mr. De La Cruz,

We recommend Yolanda Hernandez to be a representative on the CRAC committee. Her address is [redacted] Alamo, TX 78516 and she is a resident of Colonia South Tower. Her phone # [redacted]

As an alternative we recommend Juan Peña, a resident of Colonia Linda Vista. His address is [redacted] Mission, TX 78573. His # is [redacted]

If you have any questions, please do not hesitate to contact me.

Peace and all good things,

Ann Williams Cass

Ann Williams Cass
Executive Director

Building a New Millennium

P.O. Box 27
San Juan, TX 78589

Phone (956) 702-3307
fax (956) 702-3309

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

MEMORANDUM

TO: **Diana R. Serna, Director**

FROM: **Pete De La Cruz, Colonia Coordinator**

DATE: **June 23, 2008**

RE: **CRAC MEMBERS**

In response to your question of why Proyecto Azteca is recommending the members to the CRAC, Urban County has in the past requested a recommendation from the Self Help Center (non-profit) that will be the administering the program. In this case it is Proyecto Azteca. In turn, UCP recommends these persons to the County. Since the non-profit is the agency working with the colonias, we highly recommend their selection.

According to the Texas Administrative Code under Community Development-Texas Department of Housing and Community Affairs – it reads as follows:

a) The Board (TDHCA) shall appoint not fewer than 5 persons who are residents of colonias to serve on the Colonia Residents Advisory Committee. The members of the Colonia Residents Advisory Committee shall be selected from lists of candidates submitted to the Department (TDHCA) by local non-profit organization and the commissioners court of a county in which a Colonia Self Help Center is located.

b) The Board (TDHCA) shall appoint one committee member to represent each of the counties in which a Colonia Self Help Center is located. Each committee member must be a resident of a colonia in the county the member represents. The Department may also select to have an alternate member from the list for each county in the event that the primary member is unable to attend meetings. Both may attend meetings but if both are present the alternate shall not cast a vote.

If you would like for us to follow a different method, please advise.

AI-9903 **11.H.**

City Interlocal Agreements
CC REGULAR

Date: 07/01/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

Authorization for Hidalgo County Judge Juan D. Salinas, III to execute the Hidalgo County Urban County Program Interlocal Agreements with (9) member City consortium for Urban County Year 21 (2008).

BACKGROUND

In order to ensure the proper expenditures of CDBG funds, as outlined in 24CFR Part 570 and other related federal rules and regulations as they apply, an Interlocal Agreement must be formally executed on an annual basis between the County of Hidalgo and each member of the Urban County Program. Interlocals will be executed with the following cities:

Donna	Edcouch	Hidalgo	La Joya
Mercedes	Palmview	Peñitas	San Juan
Weslaco			

(See Attachment)

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
No financial obligation from Hidalgo County.

Attachments

Link: city interlocal agr.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/25/2008 02:30 PM	APRV
2	Veronica Lopez	Veronica Lopez	06/26/2008 08:04 AM	APRV
3	Auditor's Office	Linda Fong	06/26/2008 05:39 PM	APRV
4	Purchasing Department	Marty Salazar	06/27/2008 08:05 AM	APRV
5	Court Administrator	Angela Garcia	06/27/2008 10:18 AM	APRV

Form Started By: Estella Webber

Started On: 06/25/2008 01:23 PM

Final Approval Date: 06/27/2008

2008 INTERLOCAL AGREEMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This Interlocal Agreement, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as the "County" and the **City of_____**, a municipal corporation under the laws of the State of Texas, hereafter referred to as "City".

WITNESSETH

WHEREAS, the Department of Housing and Urban Development made a Determination of Essential Powers on November 16, 1987 which depicts Hidalgo County as having the "essential powers" to carry out community renewal and lower income housing assistance in the County, and

WHEREAS, the Department of Housing and Urban Development formally allocated **$8,340,418** of Fiscal Year 2008 Community Development Block Grant (CDBG) Funds under Grant No. B-08-UC-48-0501 to County, and

WHEREAS, the City and County have entered into a Cooperation Agreement which allows the County to use the City's population as the basis for qualification as an Urban County, and

WHEREAS, both the County and the City need to set out basic administrative understandings for the proper expenditure of CDBG funds as set out in 24 CFR. 570 and other related federal rules and regulations as they apply to Subrecipients.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

SECTION I
Rules and Regulations

The City agrees to cooperate with the County in respect to the implementation of CDBG activities to be carried out in the City's jurisdiction as per 24 CFR 570 and other rules, regulations and decisions as may be made by the Department of Housing and Urban Development or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG funds. Both City and County agree and understand that the County is the grantee for the CDBG funds and the City is subject to all rules and regulations governing Subrecipients under 24 CFR 570.

SECTION II
Applicability of Uniform Administrative Requirements

The County understands that it is responsible for the maintenance, retention, accessibility and public disclosure of all records, expenditures and files as may be promulgated for the administration of CDBG funds and as may be required by 24 CFR 570 and the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments." (24 CFR Part 85) or any variation as may be approved by HUD. The City agrees to work with the County to make available all data, information and records as may be necessary for the proper accounting of all CDBG expenditures and activities. A description of City and County responsibilities can be found in Exhibit B MATRIX. City agrees to make all records available to the County and shall not be the custodian of any official records or information.

City agrees to comply with OMB Circular No. A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments,: OMB Circular A-133, "Audits of State and Local Governments" (implemented at 24 CFR Part 44) and with the following sections of 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Government":

(1) Section 85.3, "Definitions";
(2) Section 85.6, "Exceptions";
(3) Section 85.12, Special grant or subgrant conditions for "high-risk "grantees";
(4) Section 85.20, "Standards for financial management systems," except paragraph (a);
(5) Section 85.21, "Payment," except as modified by SS570.513;
(6) Section 85.22, "Allowable costs";
(7) Section 85.26, "Non-federal audits"
(8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";
(10) Section 85.34, "Copyrights";
(11) Section 85.35, "Subawards to debarred and suspended parties";
(12) Section 85.36, "Procurement," except paragraph (a);
(13) Section 85.37, "Subgrants";
(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) - (d) and (f);
(15) Section 85.41, "Financial Reporting." except paragraphs (a), (b), and (e);
(16) Section 85.42, "Retention and access requirements for records";
(17) Section 85.43, "Enforcement";
(18) Section 85.44, "Termination for convenience";
(19) Section 85.51, "Later disallowances and adjustments"; and
(20) Section 85.52, "Collection of amounts due."

Not withstanding the requirements of OMB Circular A-133; the City agrees to submit a yearly Certified City Financial Audit regardless of the dollar amount expended in that fiscal year in the time and manner prescribed by the County.

SECTION III
Other Program Requirements

The City agrees to comply with "Other Program Requirements" as listed in Exhibit D (24 CFR 570.600-611) except for the environmental responsibilities outlined at 24 CFR 570.604 and the review process under Executive Order 12372.

SECTION IV
Allocation

The City understands that the Urban County allocation has been set at **$8,340,418** for Fiscal Year 2008 and that City's allotment has been set at **$334,011.00.** The City agrees to cooperate with the County in the expenditure of these funds for the activities so described in Exhibit A of this Agreement ant that Exhibit A is an integral part of this Agreement.

The City further agrees to inform the County on any changes in scope, funding or location of the activities listed on Exhibit A prior to executing any change. Any changes proposed by City must be approved by the County in reference to eligibility, program compliance and citizen participation requirements.

City and County mutually agree that the City shall have four (4) fiscal years to properly expend or cause to be expended, according to all applicable rules and regulations, all funds allocated to it in Fiscal Year 2008. In consideration for the same, the City agrees not to have more than 1.5 times its annual allocation in its line

of credit by April 30, 2009. Funds in excess of the 1.5 standards shall be subject to the Recapture Policy of the Urban County Program. The County shall recapture any and all unobligated funds that a City fails to expend or obligate by June 30, 2011 and shall expend such unobligated funds as it may deem appropriate.

SECTION V
Access

The City and County both agree to give the Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, or any of its authorized representatives, access to and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, things, or property belonging to or in use by the City or County for a period as such records are legally required to be maintained by the City or County.

SECTION VI
Monitoring

The County reserves the right to carry out regular and periodic field inspections to ensure compliance with the requirements of this Agreement. City shall attend a compliance seminar after the award of funds and prior to the first draw. After each monitoring visit, County shall provide City with a written report of the monitor's inspection. If the monitoring report finds deficiencies in City's performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by City. Failure by City to take action as specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section XIV of this Agreement.

SECTION VII
Conflict of Interest

In compliance with 24 CFR 611, the City and County both covenant that no member of their respective governing bodies nor any staff member who exercises influence on the decision making process, presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on Exhibit A or will receive federal assistance from any activity.

The City and County both agree that no person who is an elected official, employee, consultant, or agent of the City or County shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

No City or County employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on Exhibit A.

Code of Conduct Certification attached to this agreement must be signed by elected officials, employees, consultants, or agents to the City. (See attachment 1A)

SECTION VIII
Religious Activities

The City and County both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this program be used for sectarian or religious activities.

SECTION IX
Real and Property Assets

The City and County agree that any property, real or personal, duly acquired with CDBG funds allocated to City shall become property of the City and shall be afforded the same maintenance and protection as other City property. City and County further agree that any real or personal property acquired shall be done in accordance with 24 CFR 570.606, 24 CFR 85 and/or any other federal rules or regulations as may apply.

City agrees not to purchase any real or personal assets unless so permitted by the County and such procurement shall be done in accordance with 24 CFR 570.606, 24 CFR 85 and/or any other federal rules or regulations as may apply.

The City agrees to maintain any real or personal asset in a prudent manner so as to ensure its useful life and to protect the federal government's interest in such real or personal asset from the perils of fire, storm, flood or theft through insurance coverage in the amount as may be deemed prudent by County. Failure to secure such protection shall be cause for termination of this agreement.

Any asset acquired or improved in part or in whole with CDBG funds must be used in an activity that is eligible and meets one of the national objectives listed in 24 CFR 570.208. Any asset acquired or improved in part or in whole with CDBG funds in excess of $ 25,000 must be used for the CDBG activity so planned including the beneficiaries of such use. Any change in use or beneficiaries must be subject to the citizen participation requirements and approved by the County.

Should any use of an asset not qualify as meeting one of the national objectives or is

not an eligible use under 24 CFR 570.200, the City shall reimburse the County the amount of the current fair market value of the asset less any portion thereof attributable to expenditures of non-CDBG funds in the acquisition or improvement of the asset.

The above requirements attributed to assets over $ 25,000 shall remain in force for a period of five years after the final closeout of the County's participation in the Urban County Program. The disposition of any asset improved or acquired in part or in whole with CDBG funds by the City must be done with prior approval of the County and the County shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The County may, at its option, request that such asset be transferred to the County if the asset is no longer being used to meet one of the national objectives or in any case where the City no longer uses the asset for its intended use.

SECTION X
Jurisdiction

The City and County agree to accept the jurisdiction of the Department of Housing and Urban Development in matters relating to the proper administration of programs and the proper expenditure of CDBG funds.

The City and County agree that the County is responsible for the proper administration of programs and the proper expenditure of CDBG funds and recognize that the County will be responsible for audit or programmatic findings or exceptions made by the HUD or any other agency that may exercise jurisdiction over HUD or any other agency that may exercise jurisdiction over HUD funds or programs.

In cases of an audit finding or exception based on action or inaction, representation or misrepresentation of the City, the City agrees to resolve such audit finding or exception for and on behalf of the County. Remedial actions that may be taken for the resolution of an audit finding or exception are defined in 24 CFR 570.910 and include the withholding of funds to the City for any outstanding finding(s) or exception(s). Exhibit-E

The City understands and agrees this Interlocal Agreement shall remain in full force and effect until the Department of Housing and Urban Development has closed this Program Year (B-08-UC-48-0501) and accepted any resolutions to any and all audit or programmatic finding(s) or concern(s).

SECTION XI
Payment Requests and Program Income

The City agrees to follow administrative directions from the County in the areas of documenting and processing payment requests. The City further agrees to allow the County to make all payments and to account for all program income from any of its CDBG activities that may generate program income as outlined in this Section.

The City and County agree that program income generated from any approved CDBG project shall be retained by the City as long as such City provides the County by the 15th of each month, an accounting as may be required by the County of program income earned, retained, and expended by the City. The City shall be allowed to use the program income for the same or similar activities as generated the program income. Failure of the City to report program income as required shall cause the County to require all program income to be recovered by the County.

SECTION XII
Section 108 Loan Guarantee

County and City both agree that they may implement certain eligible activities as outlined in 24 CFR 570.703 with loan funds from the Section 108 Loan Guarantee Program as described in 24 CFR 570.700-709 approved and adopted November 6, 1991 (Vol. 56, No. 215 Federal Register).

The County and City will be allowed to submit an application for such funds per funding year in an amount less than three times its current allocation. Should the City or County submit more than one application during any combination of years, the cumulative amount of loan funds requested shall not exceed the total amount of five years of the current allocation. The City agrees that it will bear the full expense of obtaining Section 108 financing for the period of the repayment of Section 108 funds.

The County and City agree that they will maintain a legal binding relationship with each other under the terms of this Agreement and all previously signed Cooperation Agreement if the City wishes to participate in the Section 108 Loan Guarantee Program for the full term of the Section 108 Loan Agreement. The City agrees to pledge its current and future CDBG allocation and other security consideration as may be required, depending on the project risk, as security for the Section 108 Loan and such security pledge shall not bind or affect other cities' allocation in the Urban County Program.

Such legal binding relationship and security pledge shall remain in full force and effect for the full term of the Section 108 Loan Guarantee agreement and this

agreement shall survive for the term of the Section 108 Loan. Details of any current Section 108 loan is included herein as Exhibit "C" if applicable.

SECTION XIII
Legal Action

The City agrees to notify the County when a problem arises that may lead to any legal action or claim against the City and/or County. The City agrees to furnish to the County any information with respect to such action or claim. The City agrees not to take any action with respect to any legal matter or claim sought against the City and/or County without advice and consent of the County.

SECTION XIV
Suspension and Termination

City understands that this agreement may be suspended or terminated in accordance with 24 CFR 85.43 if the City materially fails to comply with the provisions of this agreement or the provisions so listed on Exhibits A through E. Termination for convenience may be implemented in accordance to the provisions listed in 24 CFR 85.44.

SECTION XV
Changes or Amendments

The City agrees to notify the County on any changes or amendments that it may desire or need to carry out the CDBG program in its area. All changes or amendments must first obtain approval from the County prior to implementation. All changes or amendments must conform to all federal rules and regulations applicable to the CDBG program.

SECTION XVI
Essential Powers

The City agrees that the County has the essential powers to implement any aspect of those activities identified in the 2005 – 2009 Five-Year Consolidated Plan & Strategy inclusive of specific projects identified in the annual One-Year Action Plan and subsequent amendments. The City further agrees to allow the County the authority to initiate, undertake and implement said projects within its jurisdictional boundaries without further notice to City by County for all projects identified in the 2005 – 2009 Five-Year Consolidated Plan & Strategy, Annual Action Plan and subsequent amendments to the Plans herein incorporated by reference.

Approved and signed this ____ Day of _____, 2008.

ATTEST:

Arturo Guajardo **County Clerk**	**Juan D. Salinas III** **Hidalgo County Judge**

ATTEST:

CITY SECRETARY	**MAYOR**

DATE

Approved as to form: _____
Steve Crain, Legal Counsel

AI-9908 **11.I.**

Re-Qualification Cooperation Agreements
CC REGULAR

Date: 07/01/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

Consideration and Approval of the Cooperation Agreements necessary for the re-qualification of Hidalgo County as an Urban County.

BACKGROUND

As part of the Urban County re-qualification process Hidalgo County is to enter into cooperation agreements with participating cities. The cities are as follows:

Alamo	Granjeno	Palmhurst	San Juan
Alton	Hidalgo	Palmview	Sullivan City
Donna	La Joya	Peñitas	Weslaco
Edcouch	La Villa	Progreso	
Elsa	Mercedes	Progreso Lakes	

(See Attachment)

Fiscal Impact

Attachments

Link: re-qualification agr.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/25/2008 02:29 PM	APRV
2	Veronica Lopez	Veronica Lopez	06/26/2008 08:12 AM	APRV
3	Auditor's Office	Linda Fong	06/26/2008 05:41 PM	APRV
4	Purchasing Department	Marty Salazar	06/27/2008 08:05 AM	APRV
5	Court Administrator	Angela Garcia	06/27/2008 10:18 AM	APRV

Form Started By: Estella Webber — Started On: 06/25/2008 02:23 PM

Final Approval Date: 06/27/2008

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of_____**, a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the thirteen, fourteen, and fifteen year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Application; and

WHEREAS, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

SECTION 1

The City agrees to allow the County to include the City's population in order to qualify for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program the HOME Investment Partnership Program and other funding as may be authorized by HUD and included in the County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation.

SECTION II

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

SECTION III

The City and County agree to take all actions deemed necessary by the County, in its sole discretion, to assure compliance with the Hidalgo County's certification as an urban county required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, to carry out the County's Consolidated Plan, its Community Development Programs and/or meet any and all other requirements of the CDBG and HOME Programs and other applicable laws. Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification. The City and County also agree to undertake all required actions to comply with the provisions of the National Environmental Act of 1969. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding termination or other remedial actions by the Department of Housing and Urban Development.

SECTION IV

The City agrees to give the County authority to carry out activities which will be funded from annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME Program, and ESG Program funds from Federal Fiscal Years 2009, 2010, and 2011, appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

SECTION V

The County and City have adopted and are enforcing a policy which prohibits that use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdiction.

SECTION VI

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal fund from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

SECTION VII

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2009, 2010, and 2011.

SECTION VIII

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

SECTION IX

This agreement must remain in full force and effect unit all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from the agreement while the agreement remains in effect.

SECTION X

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the C.D.B.G. and HOME Investment Partnership Act funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

SECTION XI

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising form HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

SECTION XII

It is fully understand by the City that the County, after consultation with the City, has final responsibility for selecting all Consolidated Plan activities and annually filing with HUD the One Year Plan required under the CPS. The County shall also be responsible for the general administration of all activities including the filing all annual grant requests, drawing all grant funds, submitting annual performance reports, and administrating all letters of credit.

SECTION XIII

This Agreement shall be of no force and effect unless and until it is executed by both parties hereto and certified by Counsel for the County.

IN TESTIMONY WHEREOF, this instrument has been executed in triplicate originals, each to have the force and effect of an original as follows: (a) It has been executed on behalf of Hidalgo County on the _____day of _____, 2008, by its Mayor and attested by its City Secretary pursuant to _____of the City Council of the City authorizing execution.

COUNTY OF HIDALGO

ATTESTED BY:

Arturo Guajardo, Jr., County Clerk	Juan D. Salinas, III, County Judge

CITY OF ALAMO

ATTESTED BY:

City Secretary	Mayor

CERTIFICATE OF COUNTY LEGAL COUNSEL

I have examined the foregoing Agreement, and as Legal Counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

Date

Stephen L. Crain
Atlas & Hall, LLP
Legal Counsel County of Hidalgo

AI-9933 **11.J.**

CASA

CC REGULAR

Date: 07/01/2008

Submitted By: Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with CASA of Hidalgo County Inc. (Abused & Neglected Children), in the amount of $69,250.00 for Urban County Program Year 21 (2008).

BACKGROUND

All funding will be utilized for the reimbursement of a portion of the salaries for a case manager, executive director, and a child therapist who provide direct services to abused & neglected children. (See the attached exhibits)

Subrecipient: **CASA of Hidalgo County Inc.**

Individual Agreement amounts:	Hidalgo County Precinct #1	10,000.00
	Hidalgo County Precinct #2	15,750.00
	Hidalgo County Precinct #3	20,000.00
	Hidalgo County Precinct #4	17,500.00
	City of San Juan	6,000.00
Total Funding Amount:		**$69,250.00**

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban Co. Funds

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available from Year 21 (2008) Abused & Neglected Children in the amount of $69,250.00

Attachments

Link: CASA

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/26/2008 10:04 AM	APRV
2	Veronica Lopez	Veronica Lopez	06/26/2008 10:32 AM	APRV
3	Auditor's Office	Linda Fong	06/26/2008 05:46 PM	APRV

4	Purchasing Department	Marty Salazar	06/27/2008 08:06 AM	APRV
5	Court Administrator	Angela Garcia	06/27/2008 10:18 AM	APRV

Form Started By: Estella Webber Started On: 06/25/2008 04:58 PM

Final Approval Date: 06/27/2008

URBAN COUNTY PROGRAM

Hidalgo County Commissioners Court
Agenda Request Form

No. _____

Date: June 25, 2008 Meeting Date Request: July 1, 2008

Deadline for Action: July 1, 2008 Contact Person: *Diana R. Serna*

Department: Urban County Program Phone: (956) 787-8127 Fax: (956) 787-5291

Diana R. Serna, UCP Director : _____

Caption:

The Urban County Program requests approval of Subrecipient Agreement with CASA of Hidalgo County Inc. (Abused & Neglected Children), in the amount of $69,250.00 for Urban County Program Year 21 (2008).

Background:

All funding will be utilized for the reimbursement of a portion of the salaries for a case manager, executive director, and a child therapist who provide direct services to abused & neglected children. (See the attached Exhibits)

Subrecipient:	**CASA of Hidalgo County Inc.**	
Individual Agreement amounts:	Hidalgo County Precinct #1	10,000.00
	Hidalgo County Precinct #2	15,750.00
	Hidalgo County Precinct #3	20,000.00
	Hidalgo County Precinct #4	17,500.00
	City of San Juan	6,000.00
Total Funding Amount:		**$69,250.00**

Manager: _____ Finance: _____

Please Initial for approval:

Legal Counsel _____ **Budget** _____ **Human Resources** _____

Dept./Fund No._____ Amt. Expended: $ _____ Funds/Staffing Budgeted: Yes:____ No:

Account Code: _____ Impact on Future Budget: Yes ____ No ____

Comments:

Action taken by Commissioner's Court:

Approved_____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote

c:\wpwin60\wpdocs\agreqfrm.wpd

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

CASA of Hidalgo County is a 501 C 3, not for profit organization. The purpose and mission is to train community volunteers who are appointed by a state court judge to speak for the best interest of abused and neglected children who, through no fault of their own, find themselves before the courts. In their role as the child's advocate, volunteers make contact with family members, medical personnel, witnesses, district attorneys, defense attorneys, law enforcement personnel and any others who have had involvement in the child's case. The CASA will then make a recommendation to the judge as to how best to meet the child's best interests.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.

$ 10,000 Awarded By: PRECINCT 1

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Salary and fringe benefits for a Case Manager.

Case manager's mileage for home visits, court etc.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Visit children, observe child visitations, attend all staffings, write court reports, interview appropriate parties on all cases, acquires needed resources to assist all the CASA children, attend court hearings, ARD's at schools,

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

The services provided will benefit male and female children (ages 0 through 17), who primarily have been physically and/or sexually abused and neglected.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Number of Beneficiaries to be serviced approximately 70-80. All CASA's children are victims of child/abuse and neglect, and are classified as presumed low income.

Area of residency: Precinct 1

Section VII List all of the locations with physical address where the service(s) will be provided.

Hidalgo County Court House, Texas Department of Family and Protective Services Office, Foster Homes, parents, neighbors, grandparent's, homes and school district offices, CASA office, which is located at 1001 S. 10th Avenue, Edinburg

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
25% of Case Manager Salary plus fringe benefits	$9,118
Mileage (home visits, court hearings, etc)	$882
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	$ 10,000.00

Initials _____

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008- 2009 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$909.09	Staff Salary, fringe and mileage
August	$909.09	Staff Salary, fringe and mileage
September	$909.09	Staff Salary, fringe and mileage
October	$909.09	Staff Salary, fringe and mileage
November	$909.09	Staff Salary, fringe and mileage
December	$909.09	Staff Salary, fringe and mileage
January	$909.09	Staff Salary, fringe and mileage
February	$909.09	Staff Salary, fringe and mileage
March	$909.09	Staff Salary, fringe and mileage
April	$909.09	Staff Salary, fringe and mileage
May	$909.10	Staff Salary, fringe and mileage
TOTALS:	$10,000	

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	8-16	Advocacy Referral
August	17-26	Advocacy Referral
September	27-35	Advocacy Referral
October	36-44	Advocacy Referral
November	45-53	Advocacy Referral
December	54-62	Advocacy Referral
January	63-71	Advocacy Referral
February	72-80	Advocacy Referral
March	72-80	Advocacy Referral
April	72-80	Advocacy Referral
May	72-80	Advocacy Referral
Total:		

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

CASA of Hidalgo County is a 501 C 3, not for profit organization. The purpose and mission is to train community volunteers who are appointed by a state court judge to speak for the best interest of abused and neglected children who, through no fault of their own, find themselves before the courts. In their role as the child's advocate, volunteers make contact with family members, medical personnel, witnesses, district attorneys, defense attorneys, law enforcement personnel and any others who have had involvement in the child's case. The CASA will then make a recommendation to the judge as to how best to meet the child's best interests.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.

$ 15,750 Awarded By: PRECINCT 2

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Salary and fringe benefits for a Case Manager and salary and fringe benefits for Therapist.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Visit children, observe child visitations, attend all staffings, write court reports, interview appropriate parties on all cases, acquires needed resources to assist all the CASA children, attend court hearings, ARD's at schools, client and family counseling, individual, group, and family therapy.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

The services provided will benefit male and female children (ages 0 through 17), who primarily have been physically and/or sexually abused and neglected.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Number of Beneficiaries to be serviced approximately 60-70. All CASA's children are victims of child/abuse and neglect, and are classified as presumed low income.
Area of residency: Precinct 2

Section VII List all of the locations with physical address where the service(s) will be provided.

Hidalgo County Court House, Texas Department of Family and Protective Services Office, Foster Homes, parents, neighbors, grandparent's, homes and school district offices, CASA office, which is located at 1001 S. 10th Avenue, Edinburg

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
15% of Case Manager's Salary plus fringe benefits	$5,470
20% of Child Therapist Salary plus fringe benefits	$10,280
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 15,750**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008- 2009 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$1432	Staff Salary & fringe benefits
August	$1432	Staff Salary & fringe benefits
September	$1432	Staff Salary & fringe benefits
October	$1432	Staff Salary & fringe benefits
November	$1432	Staff Salary & fringe benefits
December	$1432	Staff Salary & fringe benefits
January	$1432	Staff Salary & fringe benefits
February	$1432	Staff Salary & fringe benefits
March	$1432	Staff Salary & fringe benefits
April	$1431	Staff Salary & fringe benefits
May	$1431	Staff Salary & fringe benefits
TOTALS:	$15,750	

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	1-6	Advocacy, Referral, Therapy
August	1-6	Advocacy, Referral, Therapy
September	1-6	Advocacy, Referral, Therapy
October	1-6	Advocacy, Referral, Therapy
November	1-6	Advocacy, Referral, Therapy
December	1-6	Advocacy, Referral, Therapy
January	1-6	Advocacy, Referral, Therapy
February	1-6	Advocacy, Referral, Therapy
March	1-6	Advocacy, Referral, Therapy
April	1-6	Advocacy, Referral, Therapy
May	1-6	Advocacy, Referral, Therapy
Total:	61-70	

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

CASA of Hidalgo County is a 501 C 3, not for profit organization. The purpose and mission is to train community volunteers who are appointed by a state court judge to speak for the best interest of abused and neglected children who, through no fault of their own, find themselves before the courts. In their role as the child's advocate, volunteers make contact with family members, medical personnel, witnesses, district attorneys, defense attorneys, law enforcement personnel and any others who have had involvement in the child's case. The CASA will then make a recommendation to the judge as to how best to meet the child's best interests.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.

$ 20,000 Awarded By: PRECINCT 3

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Salary and fringe benefits for a Case Manager and salary and fringe benefits for Therapist.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Visit children, observe child visitations, attend all staffings, write court reports, interview appropriate parties on all cases, acquires needed resources to assist all the CASA children, attend court hearings, ARD's at schools, client and family counseling, individual, group, and family therapy.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

The services provided will benefit male and female children (ages 0 through 17), who primarily have been physically and/or sexually abused and neglected.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Number of Beneficiaries to be serviced approximately 60-70. All CASA's children are victims of child/abuse and neglect, and are classified as presumed low income.
Area of residency: Precinct 3

Section VII List all of the locations with physical address where the service(s) will be provided.

Hidalgo County Court House, Texas Department of Family and Protective Services Office, Foster Homes, parents, neighbors, grandparent's, homes and school district offices, CASA office, which is located at 1001 S. 10th Avenue, Edinburg

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
40% of Case Manager Salary plus fringe benefits	$15,209
10% of Child Therapist Salary plus fringe benefits	$4,791
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 20,000**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008- 2009 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$1818	Staff Salary & fringe benefits
August	$1818	Staff Salary & fringe benefits
September	$1818	Staff Salary & fringe benefits
October	$1818	Staff Salary & fringe benefits
November	$1818	Staff Salary & fringe benefits
December	$1818	Staff Salary & fringe benefits
January	$1818	Staff Salary & fringe benefits
February	$1818	Staff Salary & fringe benefits
March	$1818	Staff Salary & fringe benefits
April	$1819	Staff Salary & fringe benefits
May	$1819	Staff Salary & fringe benefits
TOTALS:	$20,000	

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	1-6	Advocacy, Referral, Therapy
August	1-6	Advocacy, Referral, Therapy
September	1-6	Advocacy, Referral, Therapy
October	1-6	Advocacy, Referral, Therapy
November	1-6	Advocacy, Referral, Therapy
December	1-6	Advocacy, Referral, Therapy
January	1-6	Advocacy, Referral, Therapy
February	1-6	Advocacy, Referral, Therapy
March	1-6	Advocacy, Referral, Therapy
April	1-6	Advocacy, Referral, Therapy
May	1-6	Advocacy, Referral, Therapy
Total:	61-71	

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

CASA of Hidalgo County is a 501 C 3, not for profit organization. The purpose and mission is to train community volunteers who are appointed by a state court judge to speak for the best interest of abused and neglected children who, through no fault of their own, find themselves before the courts. In their role as the child's advocate, volunteers make contact with family members, medical personnel, witnesses, district attorneys, defense attorneys, law enforcement personnel and any others who have had involvement in the child's case. The CASA will then make a recommendation to the judge as to how best to meet the child's best interests.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.

$ 17,500 Awarded By: PRECINCT 4

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Salary and fringe benefits for a Case Manager and salary and fringe benefits for Therapist.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Visit children, observe child visitations, attend all staffings, write court reports, interview appropriate parties on all cases, acquires needed resources to assist all the CASA children, attend court hearings, ARD's at schools, client and family counseling, individual, group, and family therapy.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

The services provided will benefit male and female children (ages 0 through 17), who primarily have been physically and/or sexually abused and neglected.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Number of Beneficiaries to be serviced approximately 60-70. All CASA's children are victims of child/abuse and neglect, and are classified as presumed low income.
Area of residency: Precinct 4

Section VII List all of the locations with physical address where the service(s) will be provided.

Hidalgo County Court House, Texas Department of Family and Protective Services Office, Foster Homes, parents, neighbors, grandparent's, homes and school district offices, CASA office, which is located at 1001 S. 10th Avenue, Edinburg

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
25% of Case Manager Salary plus fringe benefits	$5,470
25% of Child Therapist Salary plus fringe benefits	$12,030
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 17,500**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008- 2009 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$1591	Staff Salary & fringe benefits
August	$1591	Staff Salary & fringe benefits
September	$1591	Staff Salary & fringe benefits
October	$1591	Staff Salary & fringe benefits
November	$1591	Staff Salary & fringe benefits
December	$1591	Staff Salary & fringe benefits
January	$1591	Staff Salary & fringe benefits
February	$1591	Staff Salary & fringe benefits
March	$1591	Staff Salary & fringe benefits
April	$1591	Staff Salary & fringe benefits
May	$1590	Staff Salary & fringe benefits
TOTALS:	$17,500	

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	1- 8	Advocacy, Referral, Therapy
August	1-8	Advocacy, Referral, Therapy
September	1-8	Advocacy, Referral, Therapy
October	1- 8	Advocacy, Referral, Therapy
November	1-8	Advocacy, Referral, Therapy
December	1-8	Advocacy, Referral, Therapy
January	1-8	Advocacy, Referral, Therapy
February	1-8	Advocacy, Referral, Therapy
March	1-8	Advocacy, Referral, Therapy
April	1-8	Advocacy, Referral, Therapy
May	1-8	Advocacy, Referral, Therapy
Total:	74-88	

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

CASA of Hidalgo County is a 501 C 3, not for profit organization. The purpose and mission is to train community volunteers who are appointed by a state court judge to speak for the best interest of abused and neglected children who, through no fault of their own, find themselves before the courts. In their role as the child's advocate, volunteers make contact with family members, medical personnel, witnesses, district attorneys, defense attorneys, law enforcement personnel and any others who have had involvement in the child's case. The CASA will then make a recommendation to the judge as to how best to meet the child's best interests.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.

$ 6,000 Awarded By: City of San Juan

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Salary and fringe benefits for a Case Manager.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Visit children, observe child visitations, attend all staffings, write court reports, interview appropriate parties on all cases, acquires needed resources to assist all the CASA children, attend court hearings, ARD's at schools,

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

The services provided will benefit male and female children (ages 0 through 17), who primarily have been physically and/or sexually abused and neglected.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Number of Beneficiaries to be serviced approximately 17-20. All CASA's children are victims of child/abuse and neglect, and are classified as presumed low income.
Area of residency: City of San Juan

Section VII List all of the locations with physical address where the service(s) will be provided.

Hidalgo County Court House, Texas Department of Family and Protective Services Office, Foster Homes, parents, neighbors, grandparent's, homes and school district offices, CASA office, which is located at 1001 S. 10th Avenue, Edinburg

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
35% of Case Manager Salary plus fringe benefits	$6,000
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 6,000**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008- 2009 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$857	Staff Salary plus fringe benefits
August	$857	Staff Salary plus fringe benefits
September	$857	Staff Salary plus fringe benefits
October	$857	Staff Salary plus fringe benefits
November	$857	Staff Salary plus fringe benefits
December	$857	Staff Salary plus fringe benefits
January	$858	Staff Salary plus fringe benefits
February		
March		
April		
May		
TOTALS:	$6,000	

Initials _____

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	1-3	Advocacy Referral
August	1-3	Advocacy Referral
September	1-3	Advocacy Referral
October	1-3	Advocacy Referral
November	1-3	Advocacy Referral
December	1-3	Advocacy Referral
January	1-3	Advocacy Referral
February		
March		
April		
May		
Total:	17-20	

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement made and entered into on this the _____ day of_____, 200__, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and _____, hereinafter referred to as **"SUBRECIPIENT"**.

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the attached **Exhibit A "Statement of Work"**, of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A "Statement of Work"** for and in consideration of payment in the amount of_____, and as delineated in **Exhibit B-1 "Grant Budget"** and **B-2 "Payment Schedule"**.

SUBRECIPIENT agrees to notify **ENTITY**, in writing, prior to any changes in its Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity. SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in **Exhibit C "Schedule of Activity"** of this Agreement, and shall notify **ENTITY**, in writing, prior to any changes, delays or departures from the schedule. If **SUBRECIPIENT** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may amend such schedule of activity.

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in **Exhibit D "Records and Reports"** and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Exhibit D must be submitted on or before the 15th of every month.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in **Exhibit E "Requests for Payments"** of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days of the Agreement end date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through financial records outlined in **Exhibit D**. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY.**

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

http://www.washingtonwatchdog.org/documents/cfr/title24/part570.html#570.600

SECTION VIII
Uniform Administrative Requirements

Subrecipients, **except subrecipients that are governmental entities**, shall comply with the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A–21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A–133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A–110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provision, as specified in **Exhibit F** and any subsequent amendments thereto.

http://www.whitehouse.gov/omb/circulars/a122/a122.html

http://www.whitehouse.gov/omb/circulars/a021/a021.html

http://www.whitehouse.gov/omb/circulars/a133/a133.html

http://www.whitehouse.gov/omb/circulars/a110/a110.html

Recipients and subrecipients that are **governmental entities** (including public agencies) shall comply with the requirements and standards of OMB Circular No. A–87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A–133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provision, as specified in **Exhibit G** and any subsequent amendments thereto.

http://www.whitehouse.gov/omb/circulars/a087/a087-all.html

http://www.whitehouse.gov/omb/circulars/a133/a133.html

SECTION IX
Audit Requirements

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

SUBRECIPIENT agrees to furnish **ENTITY** a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars ($500,000) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of the fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **If the SUBRECIPIENT expends less than $500,000.00 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office. For the exempt SUBRECIPIENT, a 990 Tax Return (Return of Organization Exempt From Income Tax), and Financial Statements are required for the**

most recent fiscal year ended. If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the audit and **SUBRECIPIENT** acknowledges that a Financial Audit shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT.** Audit shall be available to **ENTITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

http://www.washingtonwatchdog.org/documents/cfr/title24/part85.html

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, (web page link provided above) if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in **Exhibits A through G.**

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **SUBRECIPIENT** violates any of the Agreements or stipulations of this Agreement, then the **ENTITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance, ***i.e., timely submittal of monthly reports***, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **ENTITY OR SUBRECIPIENT** or its successor, the **ENTITY** will terminate Agreement and seek reimbursement of all funds from **SUBRECIPIENT. SUBRECIPIENT** shall not be relieved of the liability to the **ENTITY** for damages sustained by the **ENTITY** by virtue of any breach of this contract (Agreement) by **SUBRECIPIENT** and **ENTITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations. Should the **ENTITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **ENTITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **ENTITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction as aforesaid. The failure of the **ENTITY** to exercise any right shall in no way constitute a waiver by the **ENTITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **ENTITY** and _____.

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY.**

Any asset acquired or improved in part or in whole with CDBG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the **ENTITY.**

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on **Exhibit A.**

SECTION XII
Indemnity Clause

SUBRECIPIENT agrees to hold **ENTITY** harmless from, and indemnify **ENTITY** from and defend **ENTITY** against any and all claims brought against **ENTITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the rules of the **ENTITY** on the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the Procurement Standards of the HIDALGO COUNTY Urban County Program which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT. In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **ENTITY** to ensure compliance with the standards implemented by **ENTITY.**

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in **Exhibit A**, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT's** organization or the **ENTITY's** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

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

No **ENTITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on **Exhibit A.**

SECTION XII
Legal Action and Venue

SUBRECIPIENT agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT.** The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **ENTITY.**

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in HIDALGO COUNTY.

SECTION XIII
Miscellaneous Provisions

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to **ENTITY**:	If to **SUBRECIPIENT**:
COUNTY OF HIDALGO	_____
Urban County Program	_____
1916 Tesoro Blvd.	_____
Pharr, TX 78577	_____
Email: ucp@bizrgv.rr.com	_____
Phone # (956) 787-8127	_____
Fax # (956) 787-5291	_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

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

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

SECTION XVII
Effective Date

The effective date of this agreement shall be the **1st day of July 2008**, such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **30th day of May 2009.**

Approved and signed this _____ day of _____ 200___.

_____
Authorized Official

SUBRECIPIENT Name: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 200___ .

(SEAL)

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____
Witness:

_____
Diana R. Serna, UCP Director

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

_____
_____
_____
_____

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
$_____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

_____
_____
_____

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

_____
_____
_____

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

_____
_____
_____

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

_____
_____
_____

Section VII List all of the locations with physical address where the service(s) will be provided.

_____
_____
_____

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	$
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	$

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200___- 200___ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTALS:		

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200___ - 200___ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total:		

Exhibit D
RECORDS & REPORTS

REPORTS

A **Monthly Activity Report (Exhibit D - Activity Report)** must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Types of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
  - Benefits Low and Moderate Income Persons
  - Provides Decent Affordable Housing
  - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low, moderate and non-low income.**
- **Type of Outcome:**
  - **Availability/Accessibility.** Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
  - **Affordability.** How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

- **Other significant information** (such as special events, fundraisers, awards, etc.)
  - Agency agrees to submit photos of the program activities prior to the end date of this Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files serviced utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form).

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct.
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditures
- If applicable, fixed assets inventory

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient shall submit **monthly** reimbursement requests as approved on Exhibit B-2 Schedule of Payment **due on or before the 15th of each month**. Reimbursement requests received after the deadline will not be processed until the following week and reimbursement checks will be mailed two weeks after it was processed by the UCP Coordinator.

2. Subrecipient must submit required documentation as specified on the UCP Reimbursement Checklist for Subrecipients.

3. If request for reimbursements are submitted more than 30 calendar days LATE without notification to the Urban County, the reimbursements will be returned unpaid.

4. Urban County Program will return incorrect or deficient reimbursement requests to the subrecipient within 10 working days in order for corrections to be made.

5. Subrecipient must submitted corrections and/or pending documentation after notification by the Urban County Program no later than the 30th day of the month.

6. Should Subrecipient fail to comply with timely submittal of monthly reimbursement requests, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".

7. Subrecipient must submit a copy of the monthly reimbursement requests and reports to the respective City and/or Precinct providing CDBG funds. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing reimbursement requests.

8. All reimbursements requests and reports must be originals signed with blue ink.

9. Subrecipient must submit final reimbursement request to the Urban County Program within fifteen (15) days of the agreement end date.

10. As per Section IV of this Agreement, Urban County Program shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved.

Exhibit F
Applicable provisions as stated in Section VIII
OMB Circular A-110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

(1) Subpart A—"General";

(2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";

(3) Subpart C—"Post-Award Requirements," except for:

(i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;

(ii) Section 84.23, "Cost Sharing and Matching";

(iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;

(iv) Section 84.25, "Revision of Budget and Program Plans";

(v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;

(vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:

(A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

(B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

(vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";
(viii) Section 84.52, "Financial Reporting";

(ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and

(4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Exhibit G
Applicable provisions as stated in Section VIII
24 CFR part 85

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment," except as modified by §570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement," except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);

(15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);

(16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51 "Later disallowances and adjustments" and

(20) Section 85.52, "Collection of amounts due."

AI-9936 **11.K.**

Food Bank - RGV
CC REGULAR

Date: 07/01/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with the Food Bank of the Rio Grande Valley (Public Services-General) in the amount of $25,000.00 for the Urban County Program Year 21 (2008).

BACKGROUND

Funding will be utilized for the reimbursement of purchase of food and a refrigerator/freezer for the distribution of food for the Elsa Food Pantry who service the Delta Area. (See the attached exhibits)

Subrecipient:	**Food Bank of the Rio Grande Valley**	
Individual Agreement Amount:	Hidalgo County Precinct #1	$25,000.00
	Total Funding Amount	**$25,000.00**

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban Co. Funds
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available from Year 21 (2008) Public Services-General) in the amount of $25,000.00 as of 06/26/08

Attachments

Link: Food bank
Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/26/2008 11:37 AM	APRV
2	Veronica Lopez	Veronica Lopez	06/26/2008 01:43 PM	APRV
3	Auditor's Office		06/27/2008 05:24 PM	NEW
Form Started By: Estella Webber			Started On: 06/25/2008 05:09 PM	

Final Approval Date: 06/27/2008

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court

Agenda Request Form

No._____

Date: June 25, 2008 Meeting Date Request: July 1, 2008

Deadline for Action: July 1, 2008 Contact Person: ***Diana R. Serna***

Department: ***Urban County Program*** Phone: **(956) 787-8127** Fax: **(956) 787-5291**

Diana R. Serna, UCP Director: _____

Caption:

The Urban County Program requests approval of Subrecipient Agreement with the Food Bank of the Rio Grande Valley (Public Services – General) in the amount of $25,000.00 for the Urban County Program Year 21 (2008).

Background:
Funding will be utilized for the reimbursement of purchase of food and a refrigerator/freezer for the distribution of food for the Elsa Food Pantry who service the Delta Area. (See the attached exhibits)

Subrecipient: **Food Bank of the Rio Grande Valley**

Individual Agreement Amount: Hidalgo County Precinct #1 $25,000.00

Total Funding Amount **$25,000.00**

Manager:_____ Finance:_____

Please initial for approval:

Legal Counsel _____ **Budget** _____ **Human Resources** _____
Dept./Fund No._____ Amt. Expended: $ _____ Funds/Staffing Budgeted: Yes:_____ No:_____
Account Code: _____ Impact on Future Budget: Yes _____ No _____
Comments:

Action taken by Commissioner's Court:

Approved_____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

The Food Bank of the Rio Grande Valley, Inc., and the Elsa Housing Food Pantry provide nutritious food commodities to help eliminate the pangs of hunger of its communities.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.

$ 25,000 Awarded By: Precinct 1

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Provide food to all eligible person in the Delta Area and purchase and to purchase a freezer and refrigerator.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Client Choice Food Program
Food Distribution to eligible recipients on the 2nd Saturday of every month 6:00am-10:00am
Emergencies always
Home deliveries to the elderly, disable and those lacking transportation.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Food Distribution to eligible recipients. New Freezer will allow for more frozen products to be given to eligible recipients. New refrigerator/Cooler will allow for more refrigerated product to be given to eligible recipients.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Families, Adults, Seniors, Children, and Homeless living in and around the Delta Area estimated 3,205 families living under an annual income of $14,999 per year.

Section VII List all of the locations with physical address where the service(s) will be provided.

Elsa Housing Food Pantry 309 West 3rd Avenue, Elsa, Texas 78543
Home deliveries to the elderly, disabled and those who lack transportation.

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
Food	$ 23,991
Equipment – Refrigerator and Freezer	$ 1,009
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 25,000**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July 2008	$3,190	Purchase/Dist. of Food Purchase Freezer and Refrigerator
August 2008	$2,181	Purchase / Distribution of Food
September 2008	$2,181	Purchase / Distribution of Food
October 2008	$2,181	Purchase / Distribution of Food
November 2008	$2,181	Purchase / Distribution of Food
December 2008	$2,181	Purchase / Distribution of Food
January 2009	$2,181	Purchase / Distribution of Food
February 2009	$2,181	Purchase / Distribution of Food
March 2009	$2,181	Purchase / Distribution of Food
April 2009	$2,181	Purchase / Distribution of Food
May 2009	$2,181	Purchase / Distribution of Food
TOTALS:	$25,000	

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the months of....	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	613	Food Distribution
August	613	Food Distribution
September	613	Food Distribution
October	613	Food Distribution
November	613	Food Distribution
December	613	Food Distribution
January	613	Food Distribution
February	613	Food Distribution
March	613	Food Distribution
April	613	Food Distribution
May	613	Food Distribution
Total:	613	Food Distribution

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement made and entered into on this the _____ day of_____, 200__, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and _____, hereinafter referred to as **"SUBRECIPIENT"**.

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the attached **Exhibit A "Statement of Work"**, of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A "Statement of Work"** for and in consideration of payment in the amount of_____, and as delineated in **Exhibit B-1 "Grant Budget"** and **B-2 "Payment Schedule"**.

SUBRECIPIENT agrees to notify **ENTITY**, in writing, prior to any changes in its Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity. SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in **Exhibit C "Schedule of Activity"** of this Agreement, and shall notify **ENTITY**, in writing, prior to any changes, delays or departures from the schedule. If **SUBRECIPIENT** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may amend such schedule of activity.

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in **Exhibit D "Records and Reports"** and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Exhibit D must be submitted on or before the 15th of every month.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in **Exhibit E "Requests for Payments"** of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days of the Agreement end date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through financial records outlined in **Exhibit D**. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY.**

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

http://www.washingtonwatchdog.org/documents/cfr/title24/part570.html#570.600

SECTION VIII
Uniform Administrative Requirements

Subrecipients, **except subrecipients that are governmental entities**, shall comply with the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A–21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A–133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A–110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provision, as specified in **Exhibit F** and any subsequent amendments thereto.

http://www.whitehouse.gov/omb/circulars/a122/a122.html

http://www.whitehouse.gov/omb/circulars/a021/a021.html

http://www.whitehouse.gov/omb/circulars/a133/a133.html

http://www.whitehouse.gov/omb/circulars/a110/a110.html

Recipients and subrecipients that are **governmental entities** (including public agencies) shall comply with the requirements and standards of OMB Circular No. A–87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A–133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provision, as specified in **Exhibit G** and any subsequent amendments thereto.

http://www.whitehouse.gov/omb/circulars/a087/a087-all.html

http://www.whitehouse.gov/omb/circulars/a133/a133.html

SECTION IX
Audit Requirements

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

SUBRECIPIENT agrees to furnish **ENTITY** a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars ($500,000) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of the fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **If the SUBRECIPIENT expends less than $500,000.00 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office. For the exempt SUBRECIPIENT, a 990 Tax Return (Return of Organization Exempt From Income Tax), and Financial Statements are required for the**

most recent fiscal year ended. If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the audit and **SUBRECIPIENT** acknowledges that a Financial Audit shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT.** Audit shall be available to **ENTITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

http://www.washingtonwatchdog.org/documents/cfr/title24/part85.html

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, (web page link provided above) if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in **Exhibits A through G.**

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **SUBRECIPIENT** violates any of the Agreements or stipulations of this Agreement, then the **ENTITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance, ***i.e., timely submittal of monthly reports***, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **ENTITY OR SUBRECIPIENT** or its successor, the **ENTITY** will terminate Agreement and seek reimbursement of all funds from **SUBRECIPIENT. SUBRECIPIENT** shall not be relieved of the liability to the **ENTITY** for damages sustained by the **ENTITY** by virtue of any breach of this contract (Agreement) by **SUBRECIPIENT** and **ENTITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations. Should the **ENTITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **ENTITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **ENTITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction as aforesaid. The failure of the **ENTITY** to exercise any right shall in no way constitute a waiver by the **ENTITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **ENTITY** and _____.

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY.**

Any asset acquired or improved in part or in whole with CDBG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the **ENTITY.**

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on **Exhibit A.**

SECTION XII
Indemnity Clause

SUBRECIPIENT agrees to hold **ENTITY** harmless from, and indemnify **ENTITY** from and defend **ENTITY** against any and all claims brought against **ENTITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the rules of the **ENTITY** on the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the Procurement Standards of the HIDALGO COUNTY Urban County Program which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT. In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **ENTITY** to ensure compliance with the standards implemented by **ENTITY.**

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in **Exhibit A**, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT's** organization or the **ENTITY's** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

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

No **ENTITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on **Exhibit A.**

SECTION XII
Legal Action and Venue

SUBRECIPIENT agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT.** The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **ENTITY.**

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in HIDALGO COUNTY.

SECTION XIII
Miscellaneous Provisions

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to **ENTITY**:	If to **SUBRECIPIENT**:
COUNTY OF HIDALGO	_____
Urban County Program	_____
1916 Tesoro Blvd.	_____
Pharr, TX 78577	_____
Email: ucp@bizrgv.rr.com	_____
Phone # (956) 787-8127	_____
Fax # (956) 787-5291	_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

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

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

SECTION XVII
Effective Date

The effective date of this agreement shall be the **1st day of July 2008**, such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **30th day of May 2009.**

Approved and signed this _____ day of _____ 200___.

_____
Authorized Official

SUBRECIPIENT Name: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 200___ .

(SEAL)

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____
Witness:

_____
Diana R. Serna, UCP Director

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

_____
_____
_____
_____

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
$_____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

_____
_____
_____

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

_____
_____
_____

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

_____
_____
_____

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

_____
_____
_____

Section VII List all of the locations with physical address where the service(s) will be provided.

_____
_____
_____

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	$
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	$

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200___- 200___ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTALS:		

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200___ - 200___ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total:		

Exhibit D
RECORDS & REPORTS

REPORTS

A **Monthly Activity Report (Exhibit D - Activity Report)** must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Types of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
  - Benefits Low and Moderate Income Persons
  - Provides Decent Affordable Housing
  - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low, moderate and non-low income.**
- **Type of Outcome:**
  - **Availability/Accessibility.** Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
  - **Affordability.** How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

- **Other significant information** (such as special events, fundraisers, awards, etc.)
  - Agency agrees to submit photos of the program activities prior to the end date of this Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files serviced utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form).

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct.
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditures
- If applicable, fixed assets inventory

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient shall submit **monthly** reimbursement requests as approved on Exhibit B-2 Schedule of Payment **due on or before the 15th of each month**. Reimbursement requests received after the deadline will not be processed until the following week and reimbursement checks will be mailed two weeks after it was processed by the UCP Coordinator.

2. Subrecipient must submit required documentation as specified on the UCP Reimbursement Checklist for Subrecipients.

3. If request for reimbursements are submitted more than 30 calendar days LATE without notification to the Urban County, the reimbursements will be returned unpaid.

4. Urban County Program will return incorrect or deficient reimbursement requests to the subrecipient within 10 working days in order for corrections to be made.

5. Subrecipient must submitted corrections and/or pending documentation after notification by the Urban County Program no later than the 30th day of the month.

6. Should Subrecipient fail to comply with timely submittal of monthly reimbursement requests, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".

7. Subrecipient must submit a copy of the monthly reimbursement requests and reports to the respective City and/or Precinct providing CDBG funds. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing reimbursement requests.

8. All reimbursements requests and reports must be originals signed with blue ink.

9. Subrecipient must submit final reimbursement request to the Urban County Program within fifteen (15) days of the agreement end date.

10. As per Section IV of this Agreement, Urban County Program shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved.

Exhibit F
Applicable provisions as stated in Section VIII
OMB Circular A-110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

(1) Subpart A—"General";

(2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";

(3) Subpart C—"Post-Award Requirements," except for:

(i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;

(ii) Section 84.23, "Cost Sharing and Matching";

(iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;

(iv) Section 84.25, "Revision of Budget and Program Plans";

(v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;

(vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:

(A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

(B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

(vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";
(viii) Section 84.52, "Financial Reporting";

(ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and

(4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Exhibit G
Applicable provisions as stated in Section VIII
24 CFR part 85

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment," except as modified by §570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement," except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);

(15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);

(16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51 "Later disallowances and adjustments" and

(20) Section 85.52, "Collection of amounts due."

AI-9935 **11.L.**

Alamo Youth Sports League
CC REGULAR

Date: 07/01/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with the Alamo Youth Sports League (Youth Services) in the amount of $20,000.00 for the Urban County Program Year 21 (2008).

BACKGROUND

Funding will be utilized for the purchase of recreational equipment/supplies, insurance for members, umpire fees, trophies and tournament participating fees for the Alamo Youth Sports League. (See the attached exhibits)

Subrecipient:	**Alamo Youth Sports League**	
Individual Agreement Amount:	Hidalgo County Precinct No. 1	20,000.00
	Total Amount of Agreement:	**$20,000.00**

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban Co. Funds
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available from Year 21 (2008) Youth Services in the amount of $20,000.00 as of 06/26/08

Attachments

Link: Sports League
Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/26/2008 11:37 AM	APRV
2	Veronica Lopez	Veronica Lopez	06/26/2008 01:37 PM	APRV
3	Auditor's Office		06/27/2008 05:24 PM	NEW
Form Started By: Estella Webber			Started On: 06/25/2008 05:04 PM	

Final Approval Date: 06/27/2008

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court Agenda Request Form

No._____

Date: June 25, 2008 Meeting Date Request: July 1, 2008

Deadline for Action: July 1, 2008 Contact Person: ***Diana R. Serna***

Department: ***Urban County Program*** Phone: **(956) 787-8127** Fax: **(956) 787-5291**

Diana R. Serna, UCP Director:

Caption:

The Urban County Program requests approval of Subrecipient Agreement with the Alamo Youth Sports League (Youth Services) in the amount of $20,000.00 for the Urban County Program Year 21 (2008).

Background:
Funding will be utilized for the purchase of recreational equipment/supplies, insurance for members, umpire fees, trophies and tournament participating fees for the Alamo Youth Sports League. (See the attached exhibits)

Subrecipient: **Alamo Youth Sports League**

Individual Agreement Amount: Hidalgo County Precinct No. 1 20,000.00

Total Amount of Agreement: $20,000.00

Manager:_____ Finance:_____

Please initial for approval:

Legal Counsel _____ **Budget** _____ **Human Resources** _____
Dept./Fund No._____ Amt. Expended: $ _____ Funds/Staffing Budgeted: Yes:_____ No:_____
Account Code: _____ Impact on Future Budget: Yes _____ No _____
Comments:

Action taken by Commissioner's Court:

Approved_____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Alamo Youth Sports provides the community's youth to participate in baseball and softball tournaments and games while developing self esteem, athletic skills and fostering the idea of teamwork and cooperation.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
$20,000.00 Awarded By: Precinct 1

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

CDBG Funds will be used to provide the youth with uniforms, to provide them with proper game and safety equipment, to pay for participation fees, PONY organization membership fees, insurance, umpires and trophies.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.
Alamo Youth Sports provides the community's youth to participate in baseball and softball tournaments and games while developing self esteem, athletic skills and fostering the idea of teamwork and cooperation. CDBG funds will allow youth from low to low, low income families to participate in the program.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)
CDBG funds will make it possible to provide services to those who would otherwise be unable to participate because of the monetary cost. It will allow us to increase the number of youth and teams that participate and will allow us to further expand the number of teams who are allowed to participate in District, Regional and National Tournaments.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.
The community members who benefit from the program are children with diverse backgrounds, economically disadvantaged and children from precinct one who were not previously participating in any programs. The estimated number of youth to be serviced is approximately 150.

Section VII List all of the locations with physical address where the service(s) will be provided.
Alamo City Parks, Alamo Sports Complex, Donna City Parks, Hidalgo City Parks and City of Alamo school baseball/softball fields.

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
Insurance	$1800.00
EQUIPMENT: Softball/baseball equipment, catcher's gear, bats, helmets, safety gear, batting tees, baseballs, softballs, gloves/mitts, bases, pitcher's mounds	$4670.00
UNIFORMS: Baseball/softball uniforms: regular season & all-star season	$8000.00
PONY regular season, mid-season/all-star tournament registration fees, tournament patches	$2500.00
TROPHIES/MEDALS: Regular season & Tournament trophies/medals	$1350.00
CONTRACT SERVICES: Umpire fees	$1680.00
	$
	$
TOTAL GRANT BUDGET:	**$ 20,000.00**

Initials _____

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December	**$1800.00**	**insurance**
January	**$4670.00**	**equipment**
February	**$600.00**	**Registration fees**
March	**$3350.00**	**uniforms**
April	**$7680.00**	**All star uniform fees, trophies, contract fees**
May	**$1900.00**	**PONY fees**
TOTALS:	**$20,000.00**	

Initials _____

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200 8 - 200 9 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November		
December	150	Insurance for playing baseball/softball games
January	150	Provide appropriate equipment for youth to participate in baseball/softball games
February	150	Register youth teams to play baseball/softball bames
March	150	Provide uniforms for youth to participate in games
April	150	Provide trophies and all star uniforms and Provide umpires for team games
May	150	Register teams to play in all star tournaments & games
Total:	150	

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement made and entered into on this the _____ day of_____, 200__, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and _____, hereinafter referred to as **"SUBRECIPIENT"**.

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the attached **Exhibit A "Statement of Work"**, of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A "Statement of Work"** for and in consideration of payment in the amount of_____, and as delineated in **Exhibit B-1 "Grant Budget"** and **B-2 "Payment Schedule"**.

SUBRECIPIENT agrees to notify **ENTITY**, in writing, prior to any changes in its Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity. SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in **Exhibit C "Schedule of Activity"** of this Agreement, and shall notify **ENTITY**, in writing, prior to any changes, delays or departures from the schedule. If **SUBRECIPIENT** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may amend such schedule of activity.

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in **Exhibit D "Records and Reports"** and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Exhibit D must be submitted on or before the 15th of every month.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in **Exhibit E "Requests for Payments"** of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days of the Agreement end date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through financial records outlined in **Exhibit D**. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY.**

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

http://www.washingtonwatchdog.org/documents/cfr/title24/part570.html#570.600

SECTION VIII
Uniform Administrative Requirements

Subrecipients, **except subrecipients that are governmental entities**, shall comply with the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A–21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A–133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A–110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provision, as specified in **Exhibit F** and any subsequent amendments thereto.

http://www.whitehouse.gov/omb/circulars/a122/a122.html

http://www.whitehouse.gov/omb/circulars/a021/a021.html

http://www.whitehouse.gov/omb/circulars/a133/a133.html

http://www.whitehouse.gov/omb/circulars/a110/a110.html

Recipients and subrecipients that are **governmental entities** (including public agencies) shall comply with the requirements and standards of OMB Circular No. A–87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A–133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provision, as specified in **Exhibit G** and any subsequent amendments thereto.

http://www.whitehouse.gov/omb/circulars/a087/a087-all.html

http://www.whitehouse.gov/omb/circulars/a133/a133.html

SECTION IX
Audit Requirements

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

SUBRECIPIENT agrees to furnish **ENTITY** a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars ($500,000) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of the fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **If the SUBRECIPIENT expends less than $500,000.00 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office. For the exempt SUBRECIPIENT, a 990 Tax Return (Return of Organization Exempt From Income Tax), and Financial Statements are required for the**

most recent fiscal year ended. If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the audit and **SUBRECIPIENT** acknowledges that a Financial Audit shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT.** Audit shall be available to **ENTITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

http://www.washingtonwatchdog.org/documents/cfr/title24/part85.html

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, (web page link provided above) if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in **Exhibits A through G.**

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **SUBRECIPIENT** violates any of the Agreements or stipulations of this Agreement, then the **ENTITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance, ***i.e., timely submittal of monthly reports***, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **ENTITY OR SUBRECIPIENT** or its successor, the **ENTITY** will terminate Agreement and seek reimbursement of all funds from **SUBRECIPIENT. SUBRECIPIENT** shall not be relieved of the liability to the **ENTITY** for damages sustained by the **ENTITY** by virtue of any breach of this contract (Agreement) by **SUBRECIPIENT** and **ENTITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations. Should the **ENTITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **ENTITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **ENTITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction as aforesaid. The failure of the **ENTITY** to exercise any right shall in no way constitute a waiver by the **ENTITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **ENTITY** and _____.

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY.**

Any asset acquired or improved in part or in whole with CDBG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the **ENTITY.**

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on **Exhibit A.**

SECTION XII
Indemnity Clause

SUBRECIPIENT agrees to hold **ENTITY** harmless from, and indemnify **ENTITY** from and defend **ENTITY** against any and all claims brought against **ENTITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the rules of the **ENTITY** on the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the Procurement Standards of the HIDALGO COUNTY Urban County Program which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT. In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **ENTITY** to ensure compliance with the standards implemented by **ENTITY.**

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in **Exhibit A**, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT's** organization or the **ENTITY's** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

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

No **ENTITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on **Exhibit A.**

SECTION XII
Legal Action and Venue

SUBRECIPIENT agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT.** The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **ENTITY.**

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in HIDALGO COUNTY.

SECTION XIII
Miscellaneous Provisions

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to **ENTITY**:	If to **SUBRECIPIENT**:
COUNTY OF HIDALGO	_____
Urban County Program	_____
1916 Tesoro Blvd.	_____
Pharr, TX 78577	_____
Email: ucp@bizrgv.rr.com	_____
Phone # (956) 787-8127	_____
Fax # (956) 787-5291	_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

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

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

SECTION XVII
Effective Date

The effective date of this agreement shall be the **1st day of July 2008**, such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **30th day of May 2009.**

Approved and signed this _____ day of _____ 200___.

_____
Authorized Official

SUBRECIPIENT Name: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 200___ .

(SEAL)

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____
Witness:

_____
Diana R. Serna, UCP Director

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

_____
_____
_____
_____

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
$_____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

_____
_____
_____

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

_____
_____
_____

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

_____
_____
_____

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

_____
_____
_____

Section VII List all of the locations with physical address where the service(s) will be provided.

_____
_____
_____

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	$
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	$

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200___- 200___ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTALS:		

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200___ - 200___ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total:		

Exhibit D
RECORDS & REPORTS

REPORTS

A **Monthly Activity Report (Exhibit D - Activity Report)** must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Types of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
  - Benefits Low and Moderate Income Persons
  - Provides Decent Affordable Housing
  - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low, moderate and non-low income.**
- **Type of Outcome:**
  - **Availability/Accessibility.** Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
  - **Affordability.** How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

- **Other significant information** (such as special events, fundraisers, awards, etc.)
  - Agency agrees to submit photos of the program activities prior to the end date of this Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files serviced utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form).

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct.
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditures
- If applicable, fixed assets inventory

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient shall submit **monthly** reimbursement requests as approved on Exhibit B-2 Schedule of Payment **due on or before the 15th of each month**. Reimbursement requests received after the deadline will not be processed until the following week and reimbursement checks will be mailed two weeks after it was processed by the UCP Coordinator.

2. Subrecipient must submit required documentation as specified on the UCP Reimbursement Checklist for Subrecipients.

3. If request for reimbursements are submitted more than 30 calendar days LATE without notification to the Urban County, the reimbursements will be returned unpaid.

4. Urban County Program will return incorrect or deficient reimbursement requests to the subrecipient within 10 working days in order for corrections to be made.

5. Subrecipient must submitted corrections and/or pending documentation after notification by the Urban County Program no later than the 30th day of the month.

6. Should Subrecipient fail to comply with timely submittal of monthly reimbursement requests, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".

7. Subrecipient must submit a copy of the monthly reimbursement requests and reports to the respective City and/or Precinct providing CDBG funds. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing reimbursement requests.

8. All reimbursements requests and reports must be originals signed with blue ink.

9. Subrecipient must submit final reimbursement request to the Urban County Program within fifteen (15) days of the agreement end date.

10. As per Section IV of this Agreement, Urban County Program shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved.

Exhibit F
Applicable provisions as stated in Section VIII
OMB Circular A-110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

(1) Subpart A—"General";

(2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";

(3) Subpart C—"Post-Award Requirements," except for:

(i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;

(ii) Section 84.23, "Cost Sharing and Matching";

(iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;

(iv) Section 84.25, "Revision of Budget and Program Plans";

(v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;

(vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:

(A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

(B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

(vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";
(viii) Section 84.52, "Financial Reporting";

(ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and

(4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Exhibit G
Applicable provisions as stated in Section VIII
24 CFR part 85

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment," except as modified by §570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement," except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);

(15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);

(16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51 "Later disallowances and adjustments" and

(20) Section 85.52, "Collection of amounts due."

AI-9926 **11.M.**

Open Hands Comm. Services
CC REGULAR

Date: 07/01/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with the Open Hands Community Charitable Services (Public Services) in the amount of $30,000.00 for Urban County Program Year 21 (2008).

BACKGROUND

All funding will be utilized for the reimbursement of food purchased to be distributed to Hidalgo County Precinct No. 1 and Donna residents. (See the attached exhibits).

Subrecipient:	**Open Hands Community Charitable Services**	
Individual Agreement Amounts:	Hidalgo County Precinct #1	20,000.00
	City of Donna	10,000.00
Total Agreement amount:		**$30,000.00**

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban Co. Funds
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available from Year 21 (2008) Public Services in the amount of $30,000.00 as of 06/26/08.

Attachments

Link: Open Hands
Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/26/2008 08:34 AM	APRV
2	Veronica Lopez	Veronica Lopez	06/26/2008 09:33 AM	APRV
3	Auditor's Office		06/27/2008 05:24 PM	NEW

Form Started By: Estella Webber — Started On: 06/25/2008 04:34 PM

Final Approval Date: 06/27/2008

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court
Agenda Request Form

No. _____

Date: June 25, 2008 Meeting Date Request: July 1, 2008

Deadline for Action: July 1, 2008 Contact Person: *Diana R. Serna*

Department: Urban County Program Phone: (956) 787-8127 Fax: (956) 787-5291

Diana R. Serna, UCP Director : _____

Caption:

The Urban County Program requests approval of Subrecipient Agreement with the Open Hands Community Charitable Services (Public Services) in the amount of $30,000.00 for Urban County Program Year 21 (2008).

Background:

All funding will be utilized for the reimbursement of food purchased to be distributed to Hidalgo County Precinct No. 1 and Donna residents. (See the attached Exhibits).

Subrecipient:	**Open Hands Community Charitable Services**	
Individual Agreement Amounts:	Hidalgo County Precinct #1	20,000.00
	City of Donna	10,000.00
Total Agreement amount:		**$30,000.00**

Manager: _____ Finance: _____

Please initial for approval:

Legal Counsel _____ **Budget** _____ **Human Resources** _____

Dept./Fund No._____ Amt. Expended: $ _____ Funds/Staffing Budgeted: Yes:_____ No:_____.

Account Code: _____ Impact on Future Budget: Yes _____ No _____

Comments:

Action taken by Commissioner's Court:

Approved_____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____.

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Provide boxes of uncooked food to below poverty, low income families, individuals in the Donna, colonia, precinct 1 area. Help to eradicate hunger in this area.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.

$ 20,000.00 Awarded By: Pct. 1

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Purchase of food.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Will distribute boxes of uncooked food to the below poverty, low income families, individuals and couples. They will receive food once a month.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

The agency will be able to increase the number of people served.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

The program is designed to help stop hunger to give the clients enough food for a week. Those who benefit from this program are estimated to be approximately 900 to 1200 each month. The clients are typically below poverty and low income working families. 95% are Hispanic. They must live in the Donna and colonia areas.

Section VII List all of the locations with physical address where the service(s) will be provided.

The services will be provided at the agency's premises 301 South 17th Street, Donna, Texas 78537

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES Food	**BUDGETED AMOUNT** **$20,000.00**
	$
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 20,000.00**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	**$1818.18**	**Food**
August	**$1818.18**	**Food**
September	**$1818.18**	**Food**
October	**$1818.18**	**Food**
November	**$1818.18**	**Food**
December	**$1818.18**	**Food**
January	**$1818.18**	**Food**
February	**$1818.18**	**Food**
March	**$1818.18**	**Food**
April	**$1818.18**	**Food**
May	**$1818.20**	**Food**
TOTALS:	**$20,000.00**	

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008- 2009 For the months of....	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	1200	Distribution of Food
August	30	
September	30	
October	30	
November	30	
December	30	
January	30	
February	30	
March	30	
April	30	
May	30	
Total:	1500	

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Provide boxes of uncooked food to below poverty, low income and families, individuals in The Donna area. Helps to eradicate hunger in this area.

Section II State the CDBG grant amount awarded and state the name of awarding
$10,000 Awarded By: City of Donna

Section III List the proposed type of expenditure(s) utilizing CDBG funds.
Food

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.
Will distribute boxes of uncooked food to the below poverty, low income families, individuals and couples. They will receive food once a month

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)
The agency will be able to increase the number of people served

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.
The program is designed to help stop hunger to give the clients enough food for a week. Those who benefit from this program are estimated to be approximately 900 to 1,200 each month. The clients are typically below poverty and low income working families. 95% are Hispanic, They must live in the Donna and colonia area.

Section VII List all of the locations with physical address where the service(s) will be provided.
The services will be provided at the agency's premises 301 S. 17th Street, Donna Texas, 78537

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES Food	**BUDGETED AMOUNT** **$10,000.00**
	$
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 10,000.00**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	**$909.09**	**Food**
August	**$909.09**	**Food**
September	**$909.09**	**Food**
October	**$909.09**	**Food**
November	**$909.09**	**Food**
December	**$909.09**	**Food**
January	**$909.09**	**Food**
February	**$909.09**	**Food**
March	**$909.09**	**Food**
April	**$909.09**	**Food**
May	**$909.10**	**Food**
TOTALS:	**$10,000.00**	

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008- 2009 For the months of....	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	1200	Distribution of Food
August	30	
September	30	
October	30	
November	30	
December	30	
January	30	
February	30	
March	30	
April	30	
May	30	
Total:	1500	

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement made and entered into on this the _____ day of_____, 200__, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and _____, hereinafter referred to as **"SUBRECIPIENT"**.

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the attached **Exhibit A "Statement of Work"**, of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A "Statement of Work"** for and in consideration of payment in the amount of_____, and as delineated in **Exhibit B-1 "Grant Budget"** and **B-2 "Payment Schedule"**.

SUBRECIPIENT agrees to notify **ENTITY**, in writing, prior to any changes in its Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity. SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in **Exhibit C "Schedule of Activity"** of this Agreement, and shall notify **ENTITY**, in writing, prior to any changes, delays or departures from the schedule. If **SUBRECIPIENT** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may amend such schedule of activity.

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in **Exhibit D "Records and Reports"** and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Exhibit D must be submitted on or before the 15th of every month.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in **Exhibit E "Requests for Payments"** of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days of the Agreement end date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through financial records outlined in **Exhibit D**. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY.**

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

http://www.washingtonwatchdog.org/documents/cfr/title24/part570.html#570.600

SECTION VIII
Uniform Administrative Requirements

Subrecipients, **except subrecipients that are governmental entities**, shall comply with the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A–21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A–133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A–110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provision, as specified in **Exhibit F** and any subsequent amendments thereto.

http://www.whitehouse.gov/omb/circulars/a122/a122.html

http://www.whitehouse.gov/omb/circulars/a021/a021.html

http://www.whitehouse.gov/omb/circulars/a133/a133.html

http://www.whitehouse.gov/omb/circulars/a110/a110.html

Recipients and subrecipients that are **governmental entities** (including public agencies) shall comply with the requirements and standards of OMB Circular No. A–87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A–133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provision, as specified in **Exhibit G** and any subsequent amendments thereto.

http://www.whitehouse.gov/omb/circulars/a087/a087-all.html

http://www.whitehouse.gov/omb/circulars/a133/a133.html

SECTION IX
Audit Requirements

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

SUBRECIPIENT agrees to furnish **ENTITY** a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars ($500,000) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of the fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **If the SUBRECIPIENT expends less than $500,000.00 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office. For the exempt SUBRECIPIENT, a 990 Tax Return (Return of Organization Exempt From Income Tax), and Financial Statements are required for the**

most recent fiscal year ended. If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the audit and **SUBRECIPIENT** acknowledges that a Financial Audit shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT.** Audit shall be available to **ENTITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

http://www.washingtonwatchdog.org/documents/cfr/title24/part85.html

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, (web page link provided above) if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in **Exhibits A through G.**

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **SUBRECIPIENT** violates any of the Agreements or stipulations of this Agreement, then the **ENTITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance, ***i.e., timely submittal of monthly reports***, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **ENTITY OR SUBRECIPIENT** or its successor, the **ENTITY** will terminate Agreement and seek reimbursement of all funds from **SUBRECIPIENT. SUBRECIPIENT** shall not be relieved of the liability to the **ENTITY** for damages sustained by the **ENTITY** by virtue of any breach of this contract (Agreement) by **SUBRECIPIENT** and **ENTITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations. Should the **ENTITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **ENTITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **ENTITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction as aforesaid. The failure of the **ENTITY** to exercise any right shall in no way constitute a waiver by the **ENTITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **ENTITY** and _____.

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY.**

Any asset acquired or improved in part or in whole with CDBG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the **ENTITY.**

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on **Exhibit A.**

SECTION XII
Indemnity Clause

SUBRECIPIENT agrees to hold **ENTITY** harmless from, and indemnify **ENTITY** from and defend **ENTITY** against any and all claims brought against **ENTITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the rules of the **ENTITY** on the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the Procurement Standards of the HIDALGO COUNTY Urban County Program which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT. In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **ENTITY** to ensure compliance with the standards implemented by **ENTITY.**

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in **Exhibit A**, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT's** organization or the **ENTITY's** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

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

No **ENTITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on **Exhibit A.**

SECTION XII
Legal Action and Venue

SUBRECIPIENT agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT.** The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **ENTITY.**

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in HIDALGO COUNTY.

SECTION XIII
Miscellaneous Provisions

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to **ENTITY**:	If to **SUBRECIPIENT**:
COUNTY OF HIDALGO	_____
Urban County Program	_____
1916 Tesoro Blvd.	_____
Pharr, TX 78577	_____
Email: ucp@bizrgv.rr.com	_____
Phone # (956) 787-8127	_____
Fax # (956) 787-5291	_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

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

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

SECTION XVII
Effective Date

The effective date of this agreement shall be the **1st day of July 2008**, such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **30th day of May 2009.**

Approved and signed this _____ day of _____ 200___.

_____
Authorized Official

SUBRECIPIENT Name: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 200___ .

(SEAL)

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____
Witness:

_____
Diana R. Serna, UCP Director

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

_____
_____
_____
_____

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
$_____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

_____
_____
_____

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

_____
_____
_____

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

_____
_____
_____

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

_____
_____
_____

Section VII List all of the locations with physical address where the service(s) will be provided.

_____
_____
_____

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	$
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	$

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200___- 200___ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTALS:		

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200___ - 200___ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total:		

Exhibit D
RECORDS & REPORTS

REPORTS

A **Monthly Activity Report (Exhibit D - Activity Report)** must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Types of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
  - Benefits Low and Moderate Income Persons
  - Provides Decent Affordable Housing
  - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low, moderate and non-low income.**
- **Type of Outcome:**
  - **Availability/Accessibility.** Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
  - **Affordability.** How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

- **Other significant information** (such as special events, fundraisers, awards, etc.)
  - Agency agrees to submit photos of the program activities prior to the end date of this Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files serviced utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form).

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct.
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditures
- If applicable, fixed assets inventory

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient shall submit **monthly** reimbursement requests as approved on Exhibit B-2 Schedule of Payment **due on or before the 15th of each month**. Reimbursement requests received after the deadline will not be processed until the following week and reimbursement checks will be mailed two weeks after it was processed by the UCP Coordinator.

2. Subrecipient must submit required documentation as specified on the UCP Reimbursement Checklist for Subrecipients.

3. If request for reimbursements are submitted more than 30 calendar days LATE without notification to the Urban County, the reimbursements will be returned unpaid.

4. Urban County Program will return incorrect or deficient reimbursement requests to the subrecipient within 10 working days in order for corrections to be made.

5. Subrecipient must submitted corrections and/or pending documentation after notification by the Urban County Program no later than the 30th day of the month.

6. Should Subrecipient fail to comply with timely submittal of monthly reimbursement requests, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".

7. Subrecipient must submit a copy of the monthly reimbursement requests and reports to the respective City and/or Precinct providing CDBG funds. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing reimbursement requests.

8. All reimbursements requests and reports must be originals signed with blue ink.

9. Subrecipient must submit final reimbursement request to the Urban County Program within fifteen (15) days of the agreement end date.

10. As per Section IV of this Agreement, Urban County Program shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved.

Exhibit F
Applicable provisions as stated in Section VIII
OMB Circular A-110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

(1) Subpart A—"General";

(2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";

(3) Subpart C—"Post-Award Requirements," except for:

(i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;

(ii) Section 84.23, "Cost Sharing and Matching";

(iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;

(iv) Section 84.25, "Revision of Budget and Program Plans";

(v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;

(vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:

(A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

(B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

(vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";
(viii) Section 84.52, "Financial Reporting";

(ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and

(4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Exhibit G
Applicable provisions as stated in Section VIII
24 CFR part 85

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment," except as modified by §570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement," except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);

(15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);

(16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51 "Later disallowances and adjustments" and

(20) Section 85.52, "Collection of amounts due."

AI-9934 **11.N.**

Nuestra Clinica del Valle
CC REGULAR

Date: 07/01/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with Nuestra Clinica Del Valle (Health Services) in the amount of $20,000.00 for Urban County Program Year 21 (2008).

BACKGROUND

All funding will be utilized for the payment of ambulatory, primary health care and dental services which include support services of pharmacy, radiology, laboratory, and sub-specialty referral to the Delta Area resident children or children enrolled in the Edcouch-Elsa ISD. (See the attached Exhibits).

Subrecipient:	**Nuestra Clinica Del Valle**	
Individual Agreement Amounts:	Hidalgo County Precinct #1	10,000.00
	City of Edcouch	10,000.00
	Total Agreement Amount:	**$20,000.00**

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban Co. Funds
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available from Year 21 (2008) Health Services in the amount of $20,000.00 as of 06/26/08

Attachments

Link: agreement
Link: Nuestra Clinica

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/26/2008 11:37 AM	APRV
2	Veronica Lopez	Veronica Lopez	06/26/2008 01:32 PM	APRV
3	Auditor's Office		06/27/2008 05:24 PM	NEW

Form Started By: Estella Webber

Started On: 06/25/2008 05:01 PM

Final Approval Date: 06/27/2008

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement made and entered into on this the _____ day of_____, 200__, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and _____, hereinafter referred to as **"SUBRECIPIENT"**.

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the attached **Exhibit A "Statement of Work"**, of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A "Statement of Work"** for and in consideration of payment in the amount of_____, and as delineated in **Exhibit B-1 "Grant Budget"** and **B-2 "Payment Schedule"**.

SUBRECIPIENT agrees to notify **ENTITY**, in writing, prior to any changes in its Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity. SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in **Exhibit C "Schedule of Activity"** of this Agreement, and shall notify **ENTITY**, in writing, prior to any changes, delays or departures from the schedule. If **SUBRECIPIENT** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may amend such schedule of activity.

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in **Exhibit D "Records and Reports"** and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Exhibit D must be submitted on or before the 15th of every month.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in **Exhibit E "Requests for Payments"** of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days of the Agreement end date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through financial records outlined in **Exhibit D**. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY.**

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

http://www.washingtonwatchdog.org/documents/cfr/title24/part570.html#570.600

SECTION VIII
Uniform Administrative Requirements

Subrecipients, **except subrecipients that are governmental entities**, shall comply with the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A–21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A–133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A–110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provision, as specified in **Exhibit F** and any subsequent amendments thereto.

http://www.whitehouse.gov/omb/circulars/a122/a122.html

http://www.whitehouse.gov/omb/circulars/a021/a021.html

http://www.whitehouse.gov/omb/circulars/a133/a133.html

http://www.whitehouse.gov/omb/circulars/a110/a110.html

Recipients and subrecipients that are **governmental entities** (including public agencies) shall comply with the requirements and standards of OMB Circular No. A–87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A–133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provision, as specified in **Exhibit G** and any subsequent amendments thereto.

http://www.whitehouse.gov/omb/circulars/a087/a087-all.html

http://www.whitehouse.gov/omb/circulars/a133/a133.html

SECTION IX
Audit Requirements

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

SUBRECIPIENT agrees to furnish **ENTITY** a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars ($500,000) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of the fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **If the SUBRECIPIENT expends less than $500,000.00 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office. For the exempt SUBRECIPIENT, a 990 Tax Return (Return of Organization Exempt From Income Tax), and Financial Statements are required for the**

most recent fiscal year ended. If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the audit and **SUBRECIPIENT** acknowledges that a Financial Audit shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT.** Audit shall be available to **ENTITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

http://www.washingtonwatchdog.org/documents/cfr/title24/part85.html

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, (web page link provided above) if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in **Exhibits A through G.**

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **SUBRECIPIENT** violates any of the Agreements or stipulations of this Agreement, then the **ENTITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance, ***i.e., timely submittal of monthly reports***, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **ENTITY OR SUBRECIPIENT** or its successor, the **ENTITY** will terminate Agreement and seek reimbursement of all funds from **SUBRECIPIENT. SUBRECIPIENT** shall not be relieved of the liability to the **ENTITY** for damages sustained by the **ENTITY** by virtue of any breach of this contract (Agreement) by **SUBRECIPIENT** and **ENTITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations. Should the **ENTITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **ENTITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **ENTITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction as aforesaid. The failure of the **ENTITY** to exercise any right shall in no way constitute a waiver by the **ENTITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **ENTITY** and _____.

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY.**

Any asset acquired or improved in part or in whole with CDBG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the **ENTITY.**

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on **Exhibit A.**

SECTION XII
Indemnity Clause

SUBRECIPIENT agrees to hold **ENTITY** harmless from, and indemnify **ENTITY** from and defend **ENTITY** against any and all claims brought against **ENTITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the rules of the **ENTITY** on the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the Procurement Standards of the HIDALGO COUNTY Urban County Program which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT. In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **ENTITY** to ensure compliance with the standards implemented by **ENTITY.**

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in **Exhibit A**, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT's** organization or the **ENTITY's** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

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

No **ENTITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on **Exhibit A.**

SECTION XII
Legal Action and Venue

SUBRECIPIENT agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT.** The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **ENTITY.**

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in HIDALGO COUNTY.

SECTION XIII
Miscellaneous Provisions

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to **ENTITY**:	If to **SUBRECIPIENT**:
COUNTY OF HIDALGO	_____
Urban County Program	_____
1916 Tesoro Blvd.	_____
Pharr, TX 78577	_____
Email: ucp@bizrgv.rr.com	_____
Phone # (956) 787-8127	_____
Fax # (956) 787-5291	_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

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

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

SECTION XVII
Effective Date

The effective date of this agreement shall be the **1st day of July 2008**, such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **30th day of May 2009.**

Approved and signed this _____ day of _____ 200___.

_____
Authorized Official

SUBRECIPIENT Name: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 200___ .

(SEAL)

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____
Witness:

_____
Diana R. Serna, UCP Director

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

_____
_____
_____
_____

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
$_____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

_____
_____
_____

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

_____
_____
_____

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

_____
_____
_____

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

_____
_____
_____

Section VII List all of the locations with physical address where the service(s) will be provided.

_____
_____
_____

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	$
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	$

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200___- 200___ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTALS:		

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200___ - 200___ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total:		

Exhibit D
RECORDS & REPORTS

REPORTS

A **Monthly Activity Report (Exhibit D - Activity Report)** must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Types of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
  - Benefits Low and Moderate Income Persons
  - Provides Decent Affordable Housing
  - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low, moderate and non-low income.**
- **Type of Outcome:**
  - **Availability/Accessibility.** Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
  - **Affordability.** How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

- **Other significant information** (such as special events, fundraisers, awards, etc.)
  - Agency agrees to submit photos of the program activities prior to the end date of this Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files serviced utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form).

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct.
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditures
- If applicable, fixed assets inventory

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient shall submit **monthly** reimbursement requests as approved on Exhibit B-2 Schedule of Payment **due on or before the 15th of each month**. Reimbursement requests received after the deadline will not be processed until the following week and reimbursement checks will be mailed two weeks after it was processed by the UCP Coordinator.

2. Subrecipient must submit required documentation as specified on the UCP Reimbursement Checklist for Subrecipients.

3. If request for reimbursements are submitted more than 30 calendar days LATE without notification to the Urban County, the reimbursements will be returned unpaid.

4. Urban County Program will return incorrect or deficient reimbursement requests to the subrecipient within 10 working days in order for corrections to be made.

5. Subrecipient must submitted corrections and/or pending documentation after notification by the Urban County Program no later than the 30th day of the month.

6. Should Subrecipient fail to comply with timely submittal of monthly reimbursement requests, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".

7. Subrecipient must submit a copy of the monthly reimbursement requests and reports to the respective City and/or Precinct providing CDBG funds. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing reimbursement requests.

8. All reimbursements requests and reports must be originals signed with blue ink.

9. Subrecipient must submit final reimbursement request to the Urban County Program within fifteen (15) days of the agreement end date.

10. As per Section IV of this Agreement, Urban County Program shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved.

Exhibit F
Applicable provisions as stated in Section VIII
OMB Circular A-110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

(1) Subpart A—"General";

(2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";

(3) Subpart C—"Post-Award Requirements," except for:

(i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;

(ii) Section 84.23, "Cost Sharing and Matching";

(iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;

(iv) Section 84.25, "Revision of Budget and Program Plans";

(v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;

(vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:

(A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

(B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

(vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";
(viii) Section 84.52, "Financial Reporting";

(ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and

(4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Exhibit G
Applicable provisions as stated in Section VIII
24 CFR part 85

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment," except as modified by §570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement," except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);

(15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);

(16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51 "Later disallowances and adjustments" and

(20) Section 85.52, "Collection of amounts due."



No. _____

Date: June 25, 2008 Meeting Date Request: July 1, 2008

Deadline for Action: July 1, 2008 Contact Person: *Diana R. Serna*

Department: Urban County Program Phone: (956) 787-8127 Fax: (956) 787-5291

Diana R. Serna, UCP Director :

Caption:

The Urban County Program requests approval of Subrecipient Agreement with Nuestra Clinica Del Valle (Health Services) in the amount of $20,000.00 for Urban County Program Year 21 (2008).

Background:

All funding will be utilized for the payment of ambulatory, primary health care and dental services which include support services of pharmacy, radiology, laboratory, and sub-specialty referral to the Delta Area resident children or children enrolled in the Edcouch-Elsa ISD. (See the attached Exhibits).

Subrecipient:	**Nuestra Clinica Del Valle**	
Individual Agreement Amounts:	Hidalgo County Precinct #1	10,000.00
	City of Edcouch	10,000.00
Total Agreement Amount:		**$20,000.00**

Manager: _____ Finance: _____

Please initial for approval:

Legal Counsel _____ **Budget** _____ **Human Resources** _____

Dept./Fund No._____ Amt. Expended: $ _____ Funds/Staffing Budgeted: Yes:_____ No:_____

Account Code: _____ Impact on Future Budget: Yes _____ No _____

Comments:

Action taken by Commissioner's Court:

Approved_____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

c:\wpwin60\wpdocs\agreqfrm.wpd

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Nuestra Clinica del Valle will provide medical services which will include support services of Pharmacy, Radiology, Laboratory and Sub-specialty referral.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.

$10,000.00 Awarded By: City of Edcouch

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

CDBG funds will be used to reimburse Nuestra Clinica del Valle for medical services provided to individuals entitled under this contract to receive services.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Nuestra Clinica del Valle (NCDV) will provide medical services to children residing in the Delta Area and students enrolled in the Edcouch and Elsa ISD. This will include support services of Pharmacy, Radiology, Laboratory and Sub-specialty referral.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Nuestra Clinica del Valle is a multi-service center providing medicine, pediatrics, and sub-specialty care. The center provides a wide range of services that are made available to patients through networking and various NCDV locations throughout the County. There are no other providers in the county that offer this level of care to the uninsured and economically disadvantaged.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

A total of 450 uninsured, low-income students and siblings residing in the Delta Area.

Section VII List all of the locations with physical address where the service(s) will be provided.

The medical delivery site will be the Edcouch Clinic located at 1200 E. Santa Rosa, Edcouch, Texas 78538

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
MEDICAL SERVICES	$10,000.00
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 10,000.00**

Initials _____

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008__- 2009__ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$500.00	Medical Services
August	$500.00	Medical Services
September	$1,000.00	Medical Services
October	$1,000.00	Medical Services
November	$1,000.00	Medical Services
December	$1,000.00	Medical Services
January	$1,000.00	Medical Services
February	$1,000.00	Medical Services
March	$1,000.00	Medical Services
April	$1,000.00	Medical Services
May	$1,000.00	Medical Services
TOTALS:	$10,000.00	

Initials _____

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200_8__ - 200_9_ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	20	MEDICAL SERVICES
August	25	MEDICAL SERVICES
September	45	MEDICAL SERVICES
October	45	MEDICAL SERVICES
November	45	MEDICAL SERVICES
December	45	MEDICAL SERVICES
January	45	MEDICAL SERVICES
February	45	MEDICAL SERVICES
March	45	MEDICAL SERVICES
April	45	MEDICAL SERVICES
May	45	MEDICAL SERVICES
Total:	450	

Initials _____

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Nuestra Clinica del Valle will provide dental services which will include support services of Pharmacy, Radiology, Laboratory and Sub-specialty referral.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.

$10,000.00 Awarded By: Precinct 1

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

CDBG funds will be used to reimburse Nuestra Clinica del Valle for dental services provided to individuals entitled under this contract to receive services.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Nuestra Clinica del Valle (NCDV) will provide dental services to children residing in the Delta Area and students enrolled in the Edcouch and Elsa ISD. This will include support services of Pharmacy, Radiology, Laboratory and Sub-specialty referral.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Nuestra Clinica del Valle is a multi-service center providing medicine, pediatrics, and sub-specialty care. The center provides a wide range of services that are made available to patients through networking and various NCDV locations throughout the County. There are no other providers in the county that offer this level of care to the uninsured and economically disadvantaged.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

A total of 320 uninsured, low-income students and siblings residing in the Delta Area.

Section VII List all of the locations with physical address where the service(s) will be provided.

The dental delivery site will be the Edcouch Clinic located at 1200 E. Santa Rosa, Edcouch, Texas 78538

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
DENTAL SERVICES	$10,000.00
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 10,000.00**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008___- 2009___ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$500.00	Dental Services
August	$500.00	Dental Services
September	$1,000.00	Dental Services
October	$1,000.00	Dental Services
November	$1,000.00	Dental Services
December	$1,000.00	Dental Services
January	$1,000.00	Dental Services
February	$1,000.00	Dental Services
March	$1,000.00	Dental Services
April	$1,000.00	Dental Services
May	$1,000.00	Dental Services
TOTALS:	$10,000.00	

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008___ - 2009___ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	30	Dental Services
August	30	Dental Services
September	30	Dental Services
October	30	Dental Services
November	30	Dental Services
December	20	Dental Services
January	30	Dental Services
February	30	Dental Services
March	30	Dental Services
April	30	Dental Services
May	30	Dental Services
Total:	320	

AI-9924 **11.O.**

Subrecipient Agr. - Valley Health Inst.
CC REGULAR

Date: 07/01/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with International Valley Health Institute (Public Services) in the amount of $17,500.00 for Urban County Program Year 21 (2008).

BACKGROUND

All funding will be utilized by the reimbursement of salaries for promotoras, mileage and purchase of supplies that will provide first aid kits through Community Health Workers (Promotoras). (See the attached Exhibits).

Subrecipient: **International Valley Health Institute**

Individual Agreement Amounts: Hidalgo County Precinct #1 $10,000.00
Hidalgo County Precinct #2 $7,500.00

Total Agreement Amount: $17,500.00

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban Co. Funds
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available from Year 21 (2008) Public Services in the amount of $17,500.00 as of 06/26/08.

Attachments

Link: International VHI
Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/25/2008 04:28 PM	APRV
2	Veronica Lopez	Veronica Lopez	06/26/2008 08:51 AM	APRV
3	Auditor's Office		06/27/2008 05:24 PM	NEW
Form Started By: Estella Webber			Started On: 06/25/2008 04:23 PM	

Final Approval Date: 06/27/2008

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court Agenda Request Form

No. _____

Date: June 25, 2008 Meeting Date Request: July 1, 2008 .

Deadline for Action: July 1, 2008 Contact Person: *Diana R. Serna* .

Department: Urban County Program Phone: (956) 787-8127 Fax: (956) 787-5291 .

Diana R. Serna, UCP Director :

Caption:

The Urban County Program requests approval of Subrecipient Agreement with International Valley Health Institute (Public Services) in the amount of $17,500.00 for Urban County Program Year 21 (2008).

Background:

All funding will be utilized by the reimbursement of salaries for promotoras, mileage and purchase of supplies that will provide first aid kits through Community Health Workers (Promotoras). (See the attached Exhibits).

Subrecipient:	**International Valley Health Institute**	
Individual Agreement Amounts:	Hidalgo County Precinct #1	10,000.00
	Hidalgo County Precinct #2	7,500.00
Total Agreement Amount:		**$17,500.00**

Manager: _____ Finance: _____

Please initial for approval:

Legal Counsel _____ **Budget** _____ **Human Resources** _____

Dept./Fund No._____ Amt. Expended: $ _____ Funds/Staffing Budgeted: Yes:_____ No:

Account Code: _____ Impact on Future Budget: Yes _____ No _____

Comments:

Action taken by Commissioner's Court:

Approved_____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

The purpose of the International Valley Health Institute is to advance the shared responsibility of public health in preventing disease and promoting positive health practices through collaboration in health information, scientific research, education, service demonstrations, training opportunities, program initiatives, and policy development to meet changing health conditions in the Lower Rio Grande Valley region.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.

$ 10,000 Awarded By: Precinct #1

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Expenditures include: first aid kits for participating social networks; first aid supplies to refill kits as needed; supplies for first aid manuals to accompany kits and distributed to families as requested; mileage reimbursement for 2 Promotoras (Community Health Workers); personnel costs for 2 Promotoras (Community Health Workers)

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

First Aid Kits will be provided and restocked as supplies are utilized. Promotoras will visit the colonias regularly and restock as indicated by the refill forms turned in by each network leader, verifying the items needed by checking first aid usage logs. Individual educational programming and health care referrals will be provided as needed. A first aid manual will be distributed with each kit, additional manuals are made available to residents who request a copy for their home.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Funding of this project will allow the families in the participating colonias of Precinct #1 to continue to receive first aid supplies and expanded health education and referral health services.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Program beneficiaries include low income colonia residents. The majority of the residents are of Hispanic ethnicity with minimal to no health care coverage and very limited access to health care. Estimated number to be serviced = 385.

Section VII List all of the locations with physical address where the service(s) will be provided.

Services will be provided to residents of Hidalgo County, within the boundaries of Precinct #1.

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
Personnel costs for 2 Promotoras	$ 7,213
First Aid Supplies	$ 900
Supplies for First Aid Manuals	$ 500
Mileage reimbursement for 2 Promotoras	$ 1,387
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 10,000.00**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	**$ 910**	Personnel for two Promotoras, first aid supplies, first aid manual supplies, mileage reimbursement for two promotoras
August	**$ 909**	Personnel for two Promotoras, first aid supplies, first aid manual supplies, mileage reimbursement for two promotoras
September	**$ 909**	Personnel for two Promotoras, first aid supplies, first aid manual supplies, mileage reimbursement for two promotoras
October	**$ 909**	Personnel for two Promotoras, first aid supplies, first aid manual supplies, mileage reimbursement for two promotoras
November	**$ 909**	Personnel for two Promotoras, first aid supplies, first aid manual supplies, mileage reimbursement for two promotoras
December	**$ 909**	Personnel for two Promotoras, first aid supplies, first aid manual supplies, mileage reimbursement for two promotoras
January	**$ 909**	Personnel for two Promotoras, first aid supplies, first aid manual supplies, mileage reimbursement for two promotoras
February	**$ 909**	Personnel for two Promotoras, first aid supplies, first aid manual supplies, mileage reimbursement for two promotoras
March	**$ 909**	Personnel for two Promotoras, first aid supplies, first aid manual supplies, mileage reimbursement for two promotoras
April	**$ 909**	Personnel for two Promotoras, first aid supplies, first aid manual supplies, mileage reimbursement for two promotoras
May	**$ 909**	Personnel for two Promotoras, first aid supplies, first aid manual supplies, mileage reimbursement for two promotoras
TOTALS:	**$ 10,000.00**	

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the months of....	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	35	Continuation of First Aid Project
August	35	Continuation of First Aid Project
September	35	Continuation of First Aid Project
October	35	Continuation of First Aid Project
November	35	Continuation of First Aid Project
December	35	Continuation of First Aid Project
January	35	Continuation of First Aid Project
February	35	Continuation of First Aid Project
March	35	Continuation of First Aid Project
April	35	Continuation of First Aid Project
May	35	Continuation of First Aid Project
Total:	385	

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

The purpose of the International Valley Health Institute is to advance the shared responsibility of public health in preventing disease and promoting positive health practices through collaboration in health information, scientific research, education, service demonstrations, training opportunities, program initiatives, and policy development to meet changing health conditions in the Lower Rio Grande Valley region.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.

$ 7,500 Awarded By: Precinct #2

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Expenditures include: first aid kits for participating social networks; first aid supplies to refill kits as needed; supplies for first aid manuals to accompany kits and distributed to families as requested; mileage reimbursement for 2 Promotoras (Community Health Workers); personnel costs for 2 Promotoras (Community Health Workers)

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

First Aid Kits will be provided and restocked as supplies are utilized. Promotoras will visit the colonias regularly and restock as indicated by the refill forms turned in by each network leader, verifying the items needed by checking first aid usage logs. Individual educational programming and health care referrals will be provided as needed. A first aid manual will be distributed with each kit, additional manuals are made available to residents who request a copy for their home.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Funding of this project will allow the families in the participating colonias of Precinct #2 to continue to receive first aid supplies and expanded health education and referral health services.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Program beneficiaries include low income colonia residents. The majority of the residents are of Hispanic ethnicity with minimal to no health care coverage and very limited access to health care. Estimated number to be serviced = 240.

Section VII List all of the locations with physical address where the service(s) will be provided.

Services will be provided to residents of Hidalgo County, within the boundaries of Precinct #2.

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
Personnel costs for 2 Promotoras	$ 4,400
First Aid Supplies	$ 890
Supplies for First Aid Manuals	$ 300
Mileage reimbursement for 2 Promotoras	$ 1,910
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 7,500.00**

Initials _____

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	**$ 682**	Personnel for two Promotoras, first aid supplies, first aid manual supplies, mileage reimbursement for two promotoras
August	**$ 682**	Personnel for two Promotoras, first aid supplies, first aid manual supplies, mileage reimbursement for two promotoras
September	**$ 682**	Personnel for two Promotoras, first aid supplies, first aid manual supplies, mileage reimbursement for two promotoras
October	**$ 682**	Personnel for two Promotoras, first aid supplies, first aid manual supplies, mileage reimbursement for two promotoras
November	**$ 682**	Personnel for two Promotoras, first aid supplies, first aid manual supplies, mileage reimbursement for two promotoras
December	**$ 682**	Personnel for two Promotoras, first aid supplies, first aid manual supplies, mileage reimbursement for two promotoras
January	**$ 682**	Personnel for two Promotoras, first aid supplies, first aid manual supplies, mileage reimbursement for two promotoras
February	**$ 682**	Personnel for two Promotoras, first aid supplies, first aid manual supplies, mileage reimbursement for two promotoras
March	**$ 682**	Personnel for two Promotoras, first aid supplies, first aid manual supplies, mileage reimbursement for two promotoras
April	**$ 682**	Personnel for two Promotoras, first aid supplies, first aid manual supplies, mileage reimbursement for two promotoras
May	**$ 680**	Personnel for two Promotoras, first aid supplies, first aid manual supplies, mileage reimbursement for two promotoras
TOTALS:	**$ 7,500.00**	

Initials _____

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the months of....	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	24	Continuation of First Aid Project
August	24	Continuation of First Aid Project
September	24	Continuation of First Aid Project
October	24	Continuation of First Aid Project
November	24	Continuation of First Aid Project
December	24	Continuation of First Aid Project
January	24	Continuation of First Aid Project
February	24	Continuation of First Aid Project
March	24	Continuation of First Aid Project
April	24	Continuation of First Aid Project
May	24	Continuation of First Aid Project
Total:	264	

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement made and entered into on this the _____ day of_____, 200__, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and _____, hereinafter referred to as **"SUBRECIPIENT"**.

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the attached **Exhibit A "Statement of Work"**, of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A "Statement of Work"** for and in consideration of payment in the amount of_____, and as delineated in **Exhibit B-1 "Grant Budget"** and **B-2 "Payment Schedule"**.

SUBRECIPIENT agrees to notify **ENTITY**, in writing, prior to any changes in its Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity. SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in **Exhibit C "Schedule of Activity"** of this Agreement, and shall notify **ENTITY**, in writing, prior to any changes, delays or departures from the schedule. If **SUBRECIPIENT** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may amend such schedule of activity.

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in **Exhibit D "Records and Reports"** and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Exhibit D must be submitted on or before the 15th of every month.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in **Exhibit E "Requests for Payments"** of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days of the Agreement end date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through financial records outlined in **Exhibit D**. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY.**

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

http://www.washingtonwatchdog.org/documents/cfr/title24/part570.html#570.600

SECTION VIII
Uniform Administrative Requirements

Subrecipients, **except subrecipients that are governmental entities**, shall comply with the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A–21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A–133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A–110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provision, as specified in **Exhibit F** and any subsequent amendments thereto.

http://www.whitehouse.gov/omb/circulars/a122/a122.html

http://www.whitehouse.gov/omb/circulars/a021/a021.html

http://www.whitehouse.gov/omb/circulars/a133/a133.html

http://www.whitehouse.gov/omb/circulars/a110/a110.html

Recipients and subrecipients that are **governmental entities** (including public agencies) shall comply with the requirements and standards of OMB Circular No. A–87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A–133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provision, as specified in **Exhibit G** and any subsequent amendments thereto.

http://www.whitehouse.gov/omb/circulars/a087/a087-all.html

http://www.whitehouse.gov/omb/circulars/a133/a133.html

SECTION IX
Audit Requirements

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

SUBRECIPIENT agrees to furnish **ENTITY** a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars ($500,000) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of the fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **If the SUBRECIPIENT expends less than $500,000.00 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office. For the exempt SUBRECIPIENT, a 990 Tax Return (Return of Organization Exempt From Income Tax), and Financial Statements are required for the**

most recent fiscal year ended. If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the audit and **SUBRECIPIENT** acknowledges that a Financial Audit shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT.** Audit shall be available to **ENTITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

http://www.washingtonwatchdog.org/documents/cfr/title24/part85.html

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, (web page link provided above) if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in **Exhibits A through G.**

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **SUBRECIPIENT** violates any of the Agreements or stipulations of this Agreement, then the **ENTITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance, ***i.e., timely submittal of monthly reports***, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **ENTITY OR SUBRECIPIENT** or its successor, the **ENTITY** will terminate Agreement and seek reimbursement of all funds from **SUBRECIPIENT. SUBRECIPIENT** shall not be relieved of the liability to the **ENTITY** for damages sustained by the **ENTITY** by virtue of any breach of this contract (Agreement) by **SUBRECIPIENT** and **ENTITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations. Should the **ENTITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **ENTITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **ENTITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction as aforesaid. The failure of the **ENTITY** to exercise any right shall in no way constitute a waiver by the **ENTITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **ENTITY** and _____.

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY.**

Any asset acquired or improved in part or in whole with CDBG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the **ENTITY.**

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on **Exhibit A.**

SECTION XII
Indemnity Clause

SUBRECIPIENT agrees to hold **ENTITY** harmless from, and indemnify **ENTITY** from and defend **ENTITY** against any and all claims brought against **ENTITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the rules of the **ENTITY** on the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the Procurement Standards of the HIDALGO COUNTY Urban County Program which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT. In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **ENTITY** to ensure compliance with the standards implemented by **ENTITY.**

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in **Exhibit A**, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT's** organization or the **ENTITY's** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

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

No **ENTITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on **Exhibit A.**

SECTION XII
Legal Action and Venue

SUBRECIPIENT agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT.** The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **ENTITY.**

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in HIDALGO COUNTY.

SECTION XIII
Miscellaneous Provisions

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to **ENTITY**:	If to **SUBRECIPIENT**:
COUNTY OF HIDALGO	_____
Urban County Program	_____
1916 Tesoro Blvd.	_____
Pharr, TX 78577	_____
Email: ucp@bizrgv.rr.com	_____
Phone # (956) 787-8127	_____
Fax # (956) 787-5291	_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

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

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

SECTION XVII
Effective Date

The effective date of this agreement shall be the **1st day of July 2008**, such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **30th day of May 2009.**

Approved and signed this _____ day of _____ 200___.

_____
Authorized Official

SUBRECIPIENT Name: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 200___ .

(SEAL)

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____
Witness:

_____
Diana R. Serna, UCP Director

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

_____
_____
_____
_____

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
$_____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

_____
_____
_____

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

_____
_____
_____

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

_____
_____
_____

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

_____
_____
_____

Section VII List all of the locations with physical address where the service(s) will be provided.

_____
_____
_____

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	$
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	$

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200___- 200___ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTALS:		

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200___ - 200___ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total:		

Exhibit D
RECORDS & REPORTS

REPORTS

A **Monthly Activity Report (Exhibit D - Activity Report)** must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Types of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
  - Benefits Low and Moderate Income Persons
  - Provides Decent Affordable Housing
  - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low, moderate and non-low income.**
- **Type of Outcome:**
  - **Availability/Accessibility.** Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
  - **Affordability.** How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

- **Other significant information** (such as special events, fundraisers, awards, etc.)
  - Agency agrees to submit photos of the program activities prior to the end date of this Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files serviced utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form).

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct.
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditures
- If applicable, fixed assets inventory

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient shall submit **monthly** reimbursement requests as approved on Exhibit B-2 Schedule of Payment **due on or before the 15th of each month**. Reimbursement requests received after the deadline will not be processed until the following week and reimbursement checks will be mailed two weeks after it was processed by the UCP Coordinator.

2. Subrecipient must submit required documentation as specified on the UCP Reimbursement Checklist for Subrecipients.

3. If request for reimbursements are submitted more than 30 calendar days LATE without notification to the Urban County, the reimbursements will be returned unpaid.

4. Urban County Program will return incorrect or deficient reimbursement requests to the subrecipient within 10 working days in order for corrections to be made.

5. Subrecipient must submitted corrections and/or pending documentation after notification by the Urban County Program no later than the 30th day of the month.

6. Should Subrecipient fail to comply with timely submittal of monthly reimbursement requests, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".

7. Subrecipient must submit a copy of the monthly reimbursement requests and reports to the respective City and/or Precinct providing CDBG funds. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing reimbursement requests.

8. All reimbursements requests and reports must be originals signed with blue ink.

9. Subrecipient must submit final reimbursement request to the Urban County Program within fifteen (15) days of the agreement end date.

10. As per Section IV of this Agreement, Urban County Program shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved.

Exhibit F
Applicable provisions as stated in Section VIII
OMB Circular A-110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

(1) Subpart A—"General";

(2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";

(3) Subpart C—"Post-Award Requirements," except for:

(i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;

(ii) Section 84.23, "Cost Sharing and Matching";

(iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;

(iv) Section 84.25, "Revision of Budget and Program Plans";

(v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;

(vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:

(A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

(B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

(vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";
(viii) Section 84.52, "Financial Reporting";

(ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and

(4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Exhibit G
Applicable provisions as stated in Section VIII
24 CFR part 85

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment," except as modified by §570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement," except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);

(15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);

(16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51 "Later disallowances and adjustments" and

(20) Section 85.52, "Collection of amounts due."

AI-9930 **11.P.**

Children's Adv. Center
CC REGULAR

Date: 07/01/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with the Children's Advocacy Center (Abused & Neglected Children) in the amount of $51,500.00 for Urban County Program Year 21 (2008).

BACKGROUND

All funding will be utilized for the payment of a voucher system for direct services provided by child forensic interviewers, child advocates, family counselors, nurses and executive director to abused and neglected children. (See the attached Exhibits)

Subrecipient:	**Childrens Advocacy Center**	
Individual Agreement amounts:	Hidalgo County Precinct #1	10,000.00
	Hidalgo County Precinct #2	9,000.00
	Hidalgo County Precinct #3	15,000.00
	Hidalgo County Precinct #4	17,500.00
Total Funding Amount:		**$51,500.00**

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** Urban Co. Funds
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available from Year 21 (2008)- Abused & Neglected Children in the amount of $51,500.00 as of 06/26/2008.

Attachments

Link: CAC (R)
Link: Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/26/2008 10:04 AM	APRV
2	Veronica Lopez	Veronica Lopez	06/26/2008 01:17 PM	APRV

3	Auditor's Office	06/27/2008 05:24 PM	NEW
Form Started By: Estella Webber		Started On: 06/25/2008 04:50 PM	
Final Approval Date: 06/27/2008			

URBAN COUNTY PROGRAM

Hidalgo County Commissioners Court
Agenda Request Form

No. _____

Date: June 25, 2008 Meeting Date Request: July 1, 2008 .

Deadline for Action: July 1, 2008 Contact Person: *Diana R. Serna* .

Department: Urban County Program Phone: (956) 787-8127 Fax: (956) 787-5291 .

Diana R. Serna, UCP Director : _____

Caption:

The Urban County Program requests approval of Subrecipient Agreement with the Children's Advocacy Center (Abused & Neglected Children) in the amount of $51,500.00 for Urban County Program Year 21 (2008).

Background:

All funding will be utilized for the payment of a voucher system for direct services provided by child forensic interviewers, child advocates, family counselors, nurses and executive director to abused and neglected children. (See the attached Exhibits)

Subrecipient:	**Children's Advocacy Center**	
Individual Agreement amounts:	Hidalgo County Precinct #1	10,000.00
	Hidalgo County Precinct #2	9,000.00
	Hidalgo County Precinct #3	15,000.00
	Hidalgo County Precinct #4	17,500.00
Total Funding Amount:		**$51,500.00**

Manager: _____ Finance: _____

Please initial for approval:

Legal Counsel _____ **Budget** _____ **Human Resources** _____

Dept./Fund No. _____ Amt. Expended: $ _____ Funds/Staffing Budgeted: Yes: _____ No:

Account Code: _____ Impact on Future Budget: Yes _____ No _____

Comments:

Action taken by Commissioner's Court:

Approved _____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

The goal of this project is to continue reducing the emotional trauma on child victims of violent crime by providing a coordinated one-stop shop team investigation, child forensic interviews, sexual assault examinations, therapy/crisis intervention counseling, case review, case tracking and follow-up services using a multidisciplinary team approach.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.

$ 10,000 Awarded By: Pct. 1

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

(Salaries) of the Child Forensic Interviewer1 Child Forensic Interviewer 2, Child Forensic Interviewer 3, Child Advocate 1, Child Advocate 1, Child Advocate 2, Crime Victims Liaison/Support Advocate, Family Counselor, Nurse 1 Nurse 2 and Executive Director.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Child Forensic Interviews, Crisis Intervention/Counseling, Therapy/ Support Groups, Follow-Up On Services Referred, Personal Advocacy, General Criminal Justice Support/Advocacy, Accompaniment (to hospital, court) when necessary, Assistance Filing Compensation Claims, Telephone Contact Information, and Referral Services

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Figure 1. Child abuse victims of all races between 2 through 17 years of age	**2006**	**2007**	Measurable Goal
Number of Precinct # 1 Low - Moderate Income Cases	215	232	**8% increases**
Number of other Area Cases	788	781	
Grand Total	**1,003**	**1,013**	

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

This project target group is serious physically and sexually abused children in Hidalgo County Precinct # 1, **outside city limits of Donna, Weslaco, Mercedes, Progreso Edcouch Elsa and La Villa inside city limits of Alamo.**This group includes both female and male victims of all races, less than 17 years of age. Other underserved population will be victims of other violent crimes (e.g., murder, robbery assault etc.)

Section VII List all of the locations with physical address where the service(s) will be provided.

The services will be provided at the following address/location(s): A) **Edinburg, TX (525 W. Wisconsin Rd.) Edinburg, TX 78539**

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Salary/Benefits	**$ 10,000**
1) Child Forensic Interviewer 1	
2) Child Forensic Interviewer 2	
3) Child Forensic Interviewer 3	
4) Family Advocate 1	
5) Family Advocate 2	
4) Crime Victims Liaison/Support Advocate	
5) Family Counselor (LPC)	
6) Nurse 1	
7) Nurse 2	
8) Nurse 3	
9) Executive Director	
TOTAL GRANT BUDGET	**$ 10,000**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
JULY	$909.09	**Salary**
AUGUST	$909.09	**Salary**
SEPT	$909.09	**Salary**
OCT	$909.09	**Salary**
NOV	$909.09	**Salary**
DEC	$909.09	**Salary**
JAN	$909.09	**Salary**
FEB	$909.09	**Salary**
MAR	$909.09	**Salary**
APR	$909.09	**Salary**
MAY	$909.10	**Salary**
JUNE		
TOTALS:	**$10,000**	

Initials _____

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the months of....	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
JULY	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
AUGUST	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
SEPT	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
OCT	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
NOV	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
DEC	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
JAN	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
FEB	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
MAR	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
APR	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
MAY	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
JUNE	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

The goal of this project is to continue reducing the emotional trauma on child victims of violent crime by providing a coordinated one-stop shop team investigation, child forensic interviews, sexual assault examinations, therapy/crisis intervention counseling, case review, case tracking and follow-up services using a multidisciplinary team approach.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.

$ 9,000 Awarded By: Pct. 2

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

(Salaries) of the Child Forensic Interviewer1 Child Forensic Interviewer 2, Child Forensic Interviewer 3, Child Advocate 1, Child Advocate 1, Child Advocate 2, Crime Victims Liaison/Support Advocate, Family Counselor, Nurse 1 Nurse 2 and Executive Director.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Child Forensic Interviews, Crisis Intervention/Counseling, Therapy/ Support Groups, Follow-Up On Services Referred, Personal Advocacy, General Criminal Justice Support/Advocacy, Accompaniment (to hospital, court) when necessary, Assistance Filing Compensation Claims, Telephone Contact Information, and Referral Services

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Figure 1. Child abuse victims of all races between 2 through 17 years of age	**2006**	**2007**	Measurable Goal
Number of Precinct # 2 Low - Moderate Income Cases	68	88	**29% increases**
Number of other Area Cases	935	925	
Grand Total	**1,003**	**1,013**	

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

This project target group is serious physically and sexually abused children in Hidalgo County Precinct #2, city of San Juan and city of Hidalgo. This group includes both female and male victims of all races, less than 17 years of age. Other underserved population will be victims of other violent crimes (e.g., murder, robbery assault etc.)

Section VII List all of the locations with physical address where the service(s) will be provided.

The services will be provided at the following address/location(s): A) Edinburg, TX (525 W. Wisconsin Rd.) Edinburg, TX 78539

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Salary/Benefits	**$ 9,000**
1) Child Forensic Interviewer 1	
2) Child Forensic Interviewer 2	
3) Child Forensic Interviewer 3	
4) Family Advocate 1	
5) Family Advocate 2	
4) Crime Victims Liaison/Support Advocate	
5) Family Counselor (LPC)	
6) Nurse 1	
7) Nurse 2	
8) Nurse 3	
9) Executive Director	
TOTAL GRANT BUDGET	**$ 9,000**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
JULY	818.18	Salary
AUGUST	818.18	Salary
SEPT	818.18	Salary
OCT	818.18	Salary
NOV	818.18	Salary
DEC	818.18	Salary
JAN	818.18	Salary
FEB	818.18	Salary
MAR	818.18	Salary
APR	818.18	Salary
MAY	818.20	Salary
JUNE		
TOTALS:	$9,000	

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
JULY	6	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
AUGUST	6	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
SEPT	6	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
OCT	6	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
NOV	6	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
DEC	6	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
JAN	6	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
FEB	6	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
MAR	6	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
APR	6	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
MAY	6	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
JUNE	6	One-on-one or small group on-site and off-site crisis interventions and forensic interviews

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

The goal of this project is to continue reducing the emotional trauma on child victims of violent crime by providing a coordinated one-stop shop team investigation, child forensic interviews, sexual assault examinations, therapy/crisis intervention counseling, case review, case tracking and follow-up services using a multidisciplinary team approach.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.

$ 15,000 Awarded By: Pct. 3

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

(Salaries) of the Child Forensic Interviewer1 Child Forensic Interviewer 2, Child Forensic Interviewer 3, Child Advocate 1, Child Advocate 1, Child Advocate 2, Crime Victims Liaison/Support Advocate, Family Counselor, Nurse 1 Nurse 2 and Executive Director.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Child Forensic Interviews, Crisis Intervention/Counseling, Therapy/ Support Groups, Follow-Up On Services Referred, Personal Advocacy, General Criminal Justice Support/Advocacy, Accompaniment (to hospital, court) when necessary, Assistance Filing Compensation Claims, Telephone Contact Information, and Referral Services

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Figure 1. Child abuse victims of all races between 2 through 17 years of age	**2006**	**2007**	Measurable Goal
Number of Precinct # 3 Low - Moderate Income Cases	84	104	**24% increase**
Number of other Area Cases	919	929	
Grand Total	**1,003**	**1,033**	

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

This project target group is serious physically and sexually abused children in Hidalgo County Precinct #3, **outside city limits of Mission.** This group includes both female and male victims of all races, less than 17 years of age. Other underserved population will be victims of other violent crimes (e.g., murder, robbery assault etc.)

Section VII List all of the locations with physical address where the service(s) will be provided.

The services will be provided at the following address/location(s): A) **Edinburg, TX (525 W. Wisconsin Rd.) Edinburg, TX 78539**

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Salary/Benefits	**$ 15,000**
1) Child Forensic Interviewer 1	
2) Child Forensic Interviewer 2	
3) Child Forensic Interviewer 3	
4) Family Advocate 1	
5) Family Advocate 2	
4) Crime Victims Liaison/Support Advocate	
5) Family Counselor (LPC)	
6) Nurse 1	
7) Nurse 2	
8) Nurse 3	
9) Executive Director	
TOTAL GRANT BUDGET	**$ 15,000**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
JULY	1,363.63	Salary
AUGUST	1,363.63	Salary
SEPT	1,363.63	Salary
OCT	1,363.63	Salary
NOV	1,363.63	Salary
DEC	1,363.63	Salary
JAN	1,363.63	Salary
FEB	1,363.63	Salary
MAR	1,363.63	Salary
APR	1,363.63	Salary
MAY	1,363.70	Salary
JUNE		
TOTALS:	$15,000	

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
JULY	6	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
AUGUST	6	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
SEPT	6	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
OCT	6	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
NOV	6	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
DEC	6	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
JAN	6	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
FEB	6	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
MAR	6	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
APR	6	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
MAY	6	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
JUNE	6	One-on-one or small group on-site and off-site crisis interventions and forensic interviews

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

The goal of this project is to continue reducing the emotional trauma on child victims of violent crime by providing a coordinated one-stop shop team investigation, child forensic interviews, sexual assault examinations, therapy/crisis intervention counseling, case review, case tracking and follow-up services using a multidisciplinary team approach.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.

$ 17,500 Awarded By: Pct. 4

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

(Salaries) of the Child Forensic Interviewer1 Child Forensic Interviewer 2, Child Forensic Interviewer 3, Child Advocate 1, Child Advocate 1, Child Advocate 2, Crime Victims Liaison/Support Advocate, Family Counselor, Nurse 1 Nurse 2 and Executive Director.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Child Forensic Interviews, Crisis Intervention/Counseling, Therapy/ Support Groups, Follow-Up On Services Referred, Personal Advocacy, General Criminal Justice Support/Advocacy, Accompaniment (to hospital, court) when necessary, Assistance Filing Compensation Claims, Telephone Contact Information, and Referral Services

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Figure 1. **Child abuse victims of all races between 2 through 17 years of age**	**2005**	**2006**	Measurable Goal
Number of Precinct # 4 Low - Moderate Income Cases	50	80	**60% increase**
Number of other Area Cases	953	933	
Grand Total	**1,003**	**1,013**	

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

This project target group is serious physically and sexually abused children in Hidalgo County Precinct #3, outside city limits of Edinburg. This group includes both female and male victims of all races, less than 17 years of age. Other underserved population will be victims of other violent crimes (e.g., murder, robbery assault etc.)

Section VII List all of the locations with physical address where the service(s) will be provided.

The services will be provided at the following address/location(s): A) **Edinburg, TX (525 W. Wisconsin Rd.) Edinburg, TX 78539**

Initials _____

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Salary/Benefits	**$ 17,500**
1) Child Forensic Interviewer 1	
2) Child Forensic Interviewer 2	
3) Child Forensic Interviewer 3	
4) Family Advocate 1	
5) Family Advocate 2	
4) Crime Victims Liaison/Support Advocate	
5) Family Counselor (LPC)	
6) Nurse 1	
7) Nurse 2	
8) Nurse 3	
9) Executive Director	
TOTAL GRANT BUDGET	**$ 17,500**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
JULY	1,590.90	Salary
AUGUST	1,590.90	Salary
SEPT	1,590.90	Salary
OCT	1,590.90	Salary
NOV	1,590.90	Salary
DEC	1,590.90	Salary
JAN	1,590.90	Salary
FEB	1,590.90	Salary
MAR	1,590.90	Salary
APR	1,590.90	Salary
MAY	1,591.00	Salary
JUNE		
TOTALS:	$17,500	

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
JULY	5	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
AUGUST	5	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
SEPT	5	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
OCT	5	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
NOV	5	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
DEC	5	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
JAN	5	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
FEB	5	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
MAR	5	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
APR	5	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
MAY	5	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
JUNE	5	One-on-one or small group on-site and off-site crisis interventions and forensic interviews

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement made and entered into on this the _____ day of_____, 200__, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and _____, hereinafter referred to as **"SUBRECIPIENT"**.

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the attached **Exhibit A "Statement of Work"**, of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A "Statement of Work"** for and in consideration of payment in the amount of_____, and as delineated in **Exhibit B-1 "Grant Budget"** and **B-2 "Payment Schedule"**.

SUBRECIPIENT agrees to notify **ENTITY**, in writing, prior to any changes in its Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity. SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in **Exhibit C "Schedule of Activity"** of this Agreement, and shall notify **ENTITY**, in writing, prior to any changes, delays or departures from the schedule. If **SUBRECIPIENT** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may amend such schedule of activity.

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in **Exhibit D "Records and Reports"** and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Exhibit D must be submitted on or before the 15th of every month.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in **Exhibit E "Requests for Payments"** of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days of the Agreement end date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through financial records outlined in **Exhibit D**. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY.**

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

http://www.washingtonwatchdog.org/documents/cfr/title24/part570.html#570.600

SECTION VIII
Uniform Administrative Requirements

Subrecipients, **except subrecipients that are governmental entities**, shall comply with the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A–21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A–133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A–110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provision, as specified in **Exhibit F** and any subsequent amendments thereto.

http://www.whitehouse.gov/omb/circulars/a122/a122.html

http://www.whitehouse.gov/omb/circulars/a021/a021.html

http://www.whitehouse.gov/omb/circulars/a133/a133.html

http://www.whitehouse.gov/omb/circulars/a110/a110.html

Recipients and subrecipients that are **governmental entities** (including public agencies) shall comply with the requirements and standards of OMB Circular No. A–87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A–133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provision, as specified in **Exhibit G** and any subsequent amendments thereto.

http://www.whitehouse.gov/omb/circulars/a087/a087-all.html

http://www.whitehouse.gov/omb/circulars/a133/a133.html

SECTION IX
Audit Requirements

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

SUBRECIPIENT agrees to furnish **ENTITY** a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars ($500,000) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of the fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **If the SUBRECIPIENT expends less than $500,000.00 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office. For the exempt SUBRECIPIENT, a 990 Tax Return (Return of Organization Exempt From Income Tax), and Financial Statements are required for the**

most recent fiscal year ended. If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the audit and **SUBRECIPIENT** acknowledges that a Financial Audit shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT.** Audit shall be available to **ENTITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

http://www.washingtonwatchdog.org/documents/cfr/title24/part85.html

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, (web page link provided above) if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in **Exhibits A through G.**

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **SUBRECIPIENT** violates any of the Agreements or stipulations of this Agreement, then the **ENTITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance, ***i.e., timely submittal of monthly reports***, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **ENTITY OR SUBRECIPIENT** or its successor, the **ENTITY** will terminate Agreement and seek reimbursement of all funds from **SUBRECIPIENT. SUBRECIPIENT** shall not be relieved of the liability to the **ENTITY** for damages sustained by the **ENTITY** by virtue of any breach of this contract (Agreement) by **SUBRECIPIENT** and **ENTITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations. Should the **ENTITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **ENTITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **ENTITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction as aforesaid. The failure of the **ENTITY** to exercise any right shall in no way constitute a waiver by the **ENTITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **ENTITY** and _____.

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY.**

Any asset acquired or improved in part or in whole with CDBG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the **ENTITY.**

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on **Exhibit A.**

SECTION XII
Indemnity Clause

SUBRECIPIENT agrees to hold **ENTITY** harmless from, and indemnify **ENTITY** from and defend **ENTITY** against any and all claims brought against **ENTITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the rules of the **ENTITY** on the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the Procurement Standards of the HIDALGO COUNTY Urban County Program which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT. In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **ENTITY** to ensure compliance with the standards implemented by **ENTITY.**

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in **Exhibit A**, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT's** organization or the **ENTITY's** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

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

No **ENTITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on **Exhibit A.**

SECTION XII
Legal Action and Venue

SUBRECIPIENT agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT.** The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **ENTITY.**

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in HIDALGO COUNTY.

SECTION XIII
Miscellaneous Provisions

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to **ENTITY**:	If to **SUBRECIPIENT**:
COUNTY OF HIDALGO	_____
Urban County Program	_____
1916 Tesoro Blvd.	_____
Pharr, TX 78577	_____
Email: ucp@bizrgv.rr.com	_____
Phone # (956) 787-8127	_____
Fax # (956) 787-5291	_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

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

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

SECTION XVII
Effective Date

The effective date of this agreement shall be the **1st day of July 2008**, such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **30th day of May 2009.**

Approved and signed this _____ day of _____ 200___.

_____
Authorized Official

SUBRECIPIENT Name: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 200___ .

(SEAL)

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____
Witness:

_____
Diana R. Serna, UCP Director

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

_____
_____
_____
_____

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
$_____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

_____
_____
_____

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

_____
_____
_____

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

_____
_____
_____

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

_____
_____
_____

Section VII List all of the locations with physical address where the service(s) will be provided.

_____
_____
_____

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	$
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	$

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200___- 200___ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTALS:		

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200___ - 200___ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total:		

Exhibit D
RECORDS & REPORTS

REPORTS

A **Monthly Activity Report (Exhibit D - Activity Report)** must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Types of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
  - Benefits Low and Moderate Income Persons
  - Provides Decent Affordable Housing
  - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low, moderate and non-low income.**
- **Type of Outcome:**
  - **Availability/Accessibility.** Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
  - **Affordability.** How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

- **Other significant information** (such as special events, fundraisers, awards, etc.)
  - Agency agrees to submit photos of the program activities prior to the end date of this Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files serviced utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form).

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct.
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditures
- If applicable, fixed assets inventory

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient shall submit **monthly** reimbursement requests as approved on Exhibit B-2 Schedule of Payment **due on or before the 15th of each month**. Reimbursement requests received after the deadline will not be processed until the following week and reimbursement checks will be mailed two weeks after it was processed by the UCP Coordinator.

2. Subrecipient must submit required documentation as specified on the UCP Reimbursement Checklist for Subrecipients.

3. If request for reimbursements are submitted more than 30 calendar days LATE without notification to the Urban County, the reimbursements will be returned unpaid.

4. Urban County Program will return incorrect or deficient reimbursement requests to the subrecipient within 10 working days in order for corrections to be made.

5. Subrecipient must submitted corrections and/or pending documentation after notification by the Urban County Program no later than the 30th day of the month.

6. Should Subrecipient fail to comply with timely submittal of monthly reimbursement requests, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".

7. Subrecipient must submit a copy of the monthly reimbursement requests and reports to the respective City and/or Precinct providing CDBG funds. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing reimbursement requests.

8. All reimbursements requests and reports must be originals signed with blue ink.

9. Subrecipient must submit final reimbursement request to the Urban County Program within fifteen (15) days of the agreement end date.

10. As per Section IV of this Agreement, Urban County Program shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved.

Exhibit F
Applicable provisions as stated in Section VIII
OMB Circular A-110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

(1) Subpart A—"General";

(2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";

(3) Subpart C—"Post-Award Requirements," except for:

(i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;

(ii) Section 84.23, "Cost Sharing and Matching";

(iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;

(iv) Section 84.25, "Revision of Budget and Program Plans";

(v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;

(vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:

(A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

(B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

(vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";
(viii) Section 84.52, "Financial Reporting";

(ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and

(4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Exhibit G
Applicable provisions as stated in Section VIII
24 CFR part 85

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment," except as modified by §570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement," except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);

(15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);

(16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51 "Later disallowances and adjustments" and

(20) Section 85.52, "Collection of amounts due."

AI-9929 **11.Q.**

La Union Del Pueblo Entero
CC REGULAR

Date: 07/01/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with La Union Del Pueblo Entero (Public Service) in the amount of $44,600.00 for Urban County Program Year 21 (2008).

BACKGROUND

All funding will be utilized for the payment of salaries/stipends for citizenship preparation teachers, outreach workers, GED instructors, ESL teachers, and self-development education class instructors.

Subrecipient: **La Union Del Pueblo Entero (LUPE)**

Individual Agreement amounts:	Hidalgo County Precinct #1	19,977.00
	Hidalgo County Precinct #2	9,849.00
	Hidalgo County Precinct #3	14,774.00

Total Funding Amount: **$44,600.00**

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban Co. Funds
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available from Year 21 (2008) Public Service in the amount of $44,600.00.

Attachments

Link: LUPE
Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/26/2008 10:04 AM	APRV
2	Veronica Lopez	Veronica Lopez	06/26/2008 11:21 AM	APRV
3	Auditor's Office		06/27/2008 05:24 PM	NEW

Form Started By: Estella Webber

Started On: 06/25/2008 04:45 PM

Final Approval Date: 06/27/2008

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court Agenda Request Form

No. _____

Date: June 25, 2008 Meeting Date Request: July 1, 2008.

Deadline for Action: July 1, 2008 Contact Person: *Diana R. Serna*.

Department: Urban County Program Phone: (956) 787-8127 Fax: (956) 787-5291.

Diana R. Serna, UCP Director : _____

Caption:

The Urban County Program requests approval of Subrecipient Agreement with La Union Del Pueblo Entero (Public Service) in the amount of $44,600.00 for Urban County Program Year 21 (2008).

Background:

All funding will be utilized for the payment of salaries/stipends for citizenship preparation teachers, outreach workers, GED instructors, ESL teachers, and self-development education class instructors.

Subrecipient:	**La Union Del Pueblo Entero (LUPE)**	
Individual Agreement amounts:	Hidalgo County Precinct #1	19,977.00
	Hidalgo County Precinct #2	9,849.00
	Hidalgo County Precinct #3	14,774.00
Total Funding Amount:		**$44,600.00**

Manager: _____ Finance: _____

Please initial for approval:

Legal Counsel _____ **Budget** _____ **Human Resources** _____

Dept./Fund No._____ Amt. Expended: $ _____ Funds/Staffing Budgeted: Yes:_____ No:

Account Code: _____ Impact on Future Budget: Yes _____ No _____

Comments:

Action taken by Commissioner's Court:

Approved_____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote

Exhibit A
STATEMENT OF WORK
Precinct #1

Section I In summary, describe the services that the agency / organization provides to the community.

We provide self-development classes (ESL, Citizenship in English, and Citizenship in Spanish) for low-income residents of Precinct #1. In addition we disseminate information about programs and services available to local residents at LUPE and other organizations.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.

$ 19,977 Awarded By: Hidalgo County Precinct #1

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

CDBG funds will be used to provide a stipend payment to instructors for six classes and to provide partial salary and benefits coverage for one outreach specialist

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Three classes will be conducted in Mercedes and three more in Edcouch. Each class meets twice weekly for a total of 18 hours per month (on average). The Outreach Specialist distributes information about LUPE programs and services and conducts community meetings for residents to discuss local issues and to provide information about LUPE programs and services.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

The funds awarded will continue to support 3 classes in the Mercedes area and allow us to provide 3 additional classes in the Edcouch area.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Participants in our classes are members of predominantly low-income or very low-income families that reside in Precinct #1. We expect to serve no fewer than 80 individual residents over the course of the grant period.

Section VII List all of the locations with physical address where the service(s) will be provided.

Casa Saldana Community Center – 1225 N. FM491, Mercedes TX
Delta Estates Community Center – 300 S. Mile 2W Edcouch TX (temporary location)

Exhibit B-1

GRANT BUDGET
Precinct #1

Sub-recipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Sub-recipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Stipends for instructors for self-development classes	$13,464.00
Partial salary and benefits for one outreach specialist	$ 6,513.00
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	$ 19,977.00

Exhibit B-2
PAYMENT SCHEDULE
Precinct #1

Sub-recipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Sub-recipient will be allowed up to two amendments for the term of the agreement.

For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July 2008	$ 2,139	Teacher stipends & salary and benefits for outreach specialist
August 2008	$ 1,773	Teacher stipends & salary and benefits for outreach specialist
September 2008	$ 1,773	Teacher stipends & salary and benefits for outreach specialist
October 2008	$ 1,773	Teacher stipends & salary and benefits for outreach specialist
November 2008	$ 1,773	Teacher stipends & salary and benefits for outreach specialist
December 2008	$ 1,509	Teacher stipends & salary and benefits for outreach specialist
January 2009	$ 1,773	Teacher stipends & salary and benefits for outreach specialist
February 2009	$ 1,773	Teacher stipends & salary and benefits for outreach specialist
March 2009	$ 1,773	Teacher stipends & salary and benefits for outreach specialist
April 2009	$ 1,773	Teacher stipends & salary and benefits for outreach specialist
May 2009	$ 2,145	Teacher stipends & salary and benefits for outreach specialist
TOTALS:	$19,977	

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #1

Sub-recipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Sub-recipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Sub-recipient will be allowed up to two amendments for the term of the agreement.

For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July 2008	30	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
August 2008	5	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
September 2008	5	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
October 2008	5	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
November 2008	5	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
December 2008	5	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
January 2009	5	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
February 2009	5	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
March 2009	5	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
April 2009	5	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
May 2009	5	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
Total:	80	

Exhibit A
STATEMENT OF WORK
Precinct #2

Section I In summary, describe the services that the agency / organization provides to the community.

We provide self-development classes (ESL, Citizenship in English, and Citizenship in Spanish) for low-income residents of Precinct #1. In addition we disseminate information about programs and services available to local residents at LUPE and other organizations.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.

$ 9,849 Awarded By: Hidalgo County Precinct #2

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

CDBG funds will be used to provide a stipend payment to instructors for three classes and to provide partial salary and benefits coverage for one outreach specialist

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Three classes will be conducted in San Juan. Each class meets twice weekly for a total of 18 hours per month (on average). The Outreach Specialist distributes information about LUPE programs and services and conducts community meetings for residents to discuss local issues and to provide information about LUPE programs and services.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

In the coming year residents in Precinct #2 will benefit from the information provided by our Outreach Specialist concerning the programs and services that are available to them in the community.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Participants in our classes are members of predominantly low-income or very low-income families that reside in Precinct #2. We expect to serve no fewer than 64 individual residents over the course of the grant period.

Section VII List all of the locations with physical address where the service(s) will be provided.

LUPE Community Center – 1601 E. Business Highway 83, San Juan TX 78589

Exhibit B-1
GRANT BUDGET
Precinct #2

Sub-recipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Sub-recipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
Stipends for instructors for self-development classes	$ 6,732.00
Partial salary and benefits for one outreach specialist	$ 3,117.00
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	$ 9,849.00

Exhibit B-2
PAYMENT SCHEDULE
Precinct #2

Sub-recipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Sub-recipient will be allowed up to two amendments for the term of the agreement.

For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July 2008	$ 985	Teacher stipends & salary and benefits for outreach specialist
August 2008	$ 876	Teacher stipends & salary and benefits for outreach specialist
September 2008	$ 876	Teacher stipends & salary and benefits for outreach specialist
October 2008	$ 876	Teacher stipends & salary and benefits for outreach specialist
November 2008	$ 876	Teacher stipends & salary and benefits for outreach specialist
December 2008	$ 744	Teacher stipends & salary and benefits for outreach specialist
January 2009	$ 876	Teacher stipends & salary and benefits for outreach specialist
February 2009	$ 876	Teacher stipends & salary and benefits for outreach specialist
March 2009	$ 876	Teacher stipends & salary and benefits for outreach specialist
April 2009	$ 876	Teacher stipends & salary and benefits for outreach specialist
May 2009	$ 1,112	Teacher stipends & salary and benefits for outreach specialist
TOTALS:	$ 9,849	

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #2

Sub-recipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Sub-recipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Sub-recipient will be allowed up to two amendments for the term of the agreement.

For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July 2008	24	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
August 2008	4	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
September 2008	4	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
October 2008	4	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
November 2008	4	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
December 2008	4	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
January 2009	4	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
February 2009	4	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
March 2009	4	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
April 2009	4	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
May 2009	4	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
Total:	64	

Exhibit A
STATEMENT OF WORK
Precinct #3

Section I In summary, describe the services that the agency / organization provides to the community.

We provide self-development classes (ESL, Citizenship in English, and Citizenship in Spanish) for low-income residents of Precinct #3. In addition we disseminate information about programs and services available to local residents at LUPE and other organizations.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.

$ 14,774 Awarded By: Hidalgo County Precinct #3

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

CDBG funds will be used to provide a stipend payment to instructors for three classes and to provide partial salary and benefits coverage for one outreach specialist

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

The classes will be conducted in Alton. Each class meets twice weekly for a total of 18 hours per month (on average). The Outreach Specialist distributes information about LUPE programs and services and conducts community meetings for residents to discuss local issues and to provide information about LUPE programs and services.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

No new services are planned beyond what was done over the last three years.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Participants in our classes are members of predominantly low-income or very low-income families that reside in Precinct #3. We expect to serve no fewer than 64 individual residents over the course of the grant period.

Section VII List all of the locations with physical address where the service(s) will be provided.

LUPE Community Center – 205 W. Main Street, Alton TX 78573

Exhibit B-1
GRANT BUDGET
Precinct #3

Sub-recipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Sub-recipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
Stipends for instructors for self-development classes	$ 6,732
Partial salary and benefits for one outreach specialist	$ 8,042
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	$ 14,774

Exhibit B-2
PAYMENT SCHEDULE
Precinct #3

Sub-recipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Sub-recipient will be allowed up to two amendments for the term of the agreement.

For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July 2008	$ 1,523	Teacher stipends & salary and benefits for outreach specialist
August 2008	$ 1,216	Teacher stipends & salary and benefits for outreach specialist
September 2008	$ 1,268	Teacher stipends & salary and benefits for outreach specialist
October 2008	$ 1,319	Teacher stipends & salary and benefits for outreach specialist
November 2008	$ 1,319	Teacher stipends & salary and benefits for outreach specialist
December 2008	$ 1,187	Teacher stipends & salary and benefits for outreach specialist
January 2009	$ 1,319	Teacher stipends & salary and benefits for outreach specialist
February 2009	$ 1,319	Teacher stipends & salary and benefits for outreach specialist
March 2009	$ 1,319	Teacher stipends & salary and benefits for outreach specialist
April 2009	$ 1,319	Teacher stipends & salary and benefits for outreach specialist
May 2009	$ 1,666	Teacher stipends & salary and benefits for outreach specialist
TOTALS:	$ 14,774	

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #3

Sub-recipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Sub-recipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Sub-recipient will be allowed up to two amendments for the term of the agreement.

For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July 2008	24	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
August 2008	4	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
September 2008	4	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
October 2008	4	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
November 2008	4	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
December 2008	4	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
January 2009	4	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
February 2009	4	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
March 2009	4	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
April 2009	4	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
May 2009	4	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
Total:	64	

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement made and entered into on this the _____ day of_____, 200__, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and _____, hereinafter referred to as **"SUBRECIPIENT"**.

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the attached **Exhibit A "Statement of Work"**, of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A "Statement of Work"** for and in consideration of payment in the amount of_____, and as delineated in **Exhibit B-1 "Grant Budget"** and **B-2 "Payment Schedule"**.

SUBRECIPIENT agrees to notify **ENTITY**, in writing, prior to any changes in its Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity. SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in **Exhibit C "Schedule of Activity"** of this Agreement, and shall notify **ENTITY**, in writing, prior to any changes, delays or departures from the schedule. If **SUBRECIPIENT** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may amend such schedule of activity.

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in **Exhibit D "Records and Reports"** and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Exhibit D must be submitted on or before the 15th of every month.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in **Exhibit E "Requests for Payments"** of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days of the Agreement end date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through financial records outlined in **Exhibit D**. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY.**

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

http://www.washingtonwatchdog.org/documents/cfr/title24/part570.html#570.600

SECTION VIII
Uniform Administrative Requirements

Subrecipients, **except subrecipients that are governmental entities**, shall comply with the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A–21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A–133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A–110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provision, as specified in **Exhibit F** and any subsequent amendments thereto.

http://www.whitehouse.gov/omb/circulars/a122/a122.html

http://www.whitehouse.gov/omb/circulars/a021/a021.html

http://www.whitehouse.gov/omb/circulars/a133/a133.html

http://www.whitehouse.gov/omb/circulars/a110/a110.html

Recipients and subrecipients that are **governmental entities** (including public agencies) shall comply with the requirements and standards of OMB Circular No. A–87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A–133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provision, as specified in **Exhibit G** and any subsequent amendments thereto.

http://www.whitehouse.gov/omb/circulars/a087/a087-all.html

http://www.whitehouse.gov/omb/circulars/a133/a133.html

SECTION IX
Audit Requirements

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

SUBRECIPIENT agrees to furnish **ENTITY** a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars ($500,000) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of the fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **If the SUBRECIPIENT expends less than $500,000.00 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office. For the exempt SUBRECIPIENT, a 990 Tax Return (Return of Organization Exempt From Income Tax), and Financial Statements are required for the**

most recent fiscal year ended. If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the audit and **SUBRECIPIENT** acknowledges that a Financial Audit shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT.** Audit shall be available to **ENTITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

http://www.washingtonwatchdog.org/documents/cfr/title24/part85.html

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, (web page link provided above) if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in **Exhibits A through G.**

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **SUBRECIPIENT** violates any of the Agreements or stipulations of this Agreement, then the **ENTITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance, ***i.e., timely submittal of monthly reports***, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **ENTITY OR SUBRECIPIENT** or its successor, the **ENTITY** will terminate Agreement and seek reimbursement of all funds from **SUBRECIPIENT. SUBRECIPIENT** shall not be relieved of the liability to the **ENTITY** for damages sustained by the **ENTITY** by virtue of any breach of this contract (Agreement) by **SUBRECIPIENT** and **ENTITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations. Should the **ENTITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **ENTITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **ENTITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction as aforesaid. The failure of the **ENTITY** to exercise any right shall in no way constitute a waiver by the **ENTITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **ENTITY** and _____.

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY.**

Any asset acquired or improved in part or in whole with CDBG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the **ENTITY.**

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on **Exhibit A.**

SECTION XII
Indemnity Clause

SUBRECIPIENT agrees to hold **ENTITY** harmless from, and indemnify **ENTITY** from and defend **ENTITY** against any and all claims brought against **ENTITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the rules of the **ENTITY** on the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the Procurement Standards of the HIDALGO COUNTY Urban County Program which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT. In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **ENTITY** to ensure compliance with the standards implemented by **ENTITY.**

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in **Exhibit A**, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT's** organization or the **ENTITY's** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

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

No **ENTITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on **Exhibit A.**

SECTION XII
Legal Action and Venue

SUBRECIPIENT agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT.** The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **ENTITY.**

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in HIDALGO COUNTY.

SECTION XIII
Miscellaneous Provisions

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to **ENTITY**:	If to **SUBRECIPIENT**:
COUNTY OF HIDALGO	_____
Urban County Program	_____
1916 Tesoro Blvd.	_____
Pharr, TX 78577	_____
Email: ucp@bizrgv.rr.com	_____
Phone # (956) 787-8127	_____
Fax # (956) 787-5291	_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

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

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

SECTION XVII
Effective Date

The effective date of this agreement shall be the **1st day of July 2008**, such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **30th day of May 2009.**

Approved and signed this _____ day of _____ 200___.

_____
Authorized Official

SUBRECIPIENT Name: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 200___ .

(SEAL)

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____
Witness:

_____
Diana R. Serna, UCP Director

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

_____
_____
_____
_____

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
$_____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

_____
_____
_____

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

_____
_____
_____

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

_____
_____
_____

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

_____
_____
_____

Section VII List all of the locations with physical address where the service(s) will be provided.

_____
_____
_____

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	$
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	$

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200___- 200___ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTALS:		

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200___ - 200___ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total:		

Exhibit D
RECORDS & REPORTS

REPORTS

A **Monthly Activity Report (Exhibit D - Activity Report)** must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Types of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
  - Benefits Low and Moderate Income Persons
  - Provides Decent Affordable Housing
  - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low, moderate and non-low income.**
- **Type of Outcome:**
  - **Availability/Accessibility.** Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
  - **Affordability.** How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

- **Other significant information** (such as special events, fundraisers, awards, etc.)
  - Agency agrees to submit photos of the program activities prior to the end date of this Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files serviced utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form).

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct.
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditures
- If applicable, fixed assets inventory

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient shall submit **monthly** reimbursement requests as approved on Exhibit B-2 Schedule of Payment **due on or before the 15th of each month**. Reimbursement requests received after the deadline will not be processed until the following week and reimbursement checks will be mailed two weeks after it was processed by the UCP Coordinator.

2. Subrecipient must submit required documentation as specified on the UCP Reimbursement Checklist for Subrecipients.

3. If request for reimbursements are submitted more than 30 calendar days LATE without notification to the Urban County, the reimbursements will be returned unpaid.

4. Urban County Program will return incorrect or deficient reimbursement requests to the subrecipient within 10 working days in order for corrections to be made.

5. Subrecipient must submitted corrections and/or pending documentation after notification by the Urban County Program no later than the 30th day of the month.

6. Should Subrecipient fail to comply with timely submittal of monthly reimbursement requests, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".

7. Subrecipient must submit a copy of the monthly reimbursement requests and reports to the respective City and/or Precinct providing CDBG funds. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing reimbursement requests.

8. All reimbursements requests and reports must be originals signed with blue ink.

9. Subrecipient must submit final reimbursement request to the Urban County Program within fifteen (15) days of the agreement end date.

10. As per Section IV of this Agreement, Urban County Program shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved.

Exhibit F
Applicable provisions as stated in Section VIII
OMB Circular A-110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

(1) Subpart A—"General";

(2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";

(3) Subpart C—"Post-Award Requirements," except for:

(i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;

(ii) Section 84.23, "Cost Sharing and Matching";

(iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;

(iv) Section 84.25, "Revision of Budget and Program Plans";

(v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;

(vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:

(A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

(B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

(vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";
(viii) Section 84.52, "Financial Reporting";

(ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and

(4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Exhibit G
Applicable provisions as stated in Section VIII
24 CFR part 85

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment," except as modified by §570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement," except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);

(15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);

(16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51 "Later disallowances and adjustments" and

(20) Section 85.52, "Collection of amounts due."

AI-9925 **11.R.**

Amigos del Valle
CC REGULAR

Date: 07/01/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with the Amigos Del Valle, Inc. (Senior Services) in the amount of $42,280.00 for Urban County Program Year 21 (2008).

BACKGROUND

All funding will be utilized for the delivery of meals to the elderly (See the attached exhibits).

Subrecipient:	**Amigos Del Valle, Inc.**	
Individual Agreement amounts:	Hidalgo County Precinct #1	10,000.00
	Hidalgo County Precinct #2	4,500.00
	Hidalgo County Precinct #3	5,000.00
	City of Donna	7,500.00
	City of Mercedes	5,280.00
	City of San Juan	10,000.00
Total Funding Amount:		$42,280.00

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban Co. Funds
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available from Year 21 (2008) Senior Services in the amount of $42,280.00 as of 06/26/08.

Attachments

Link: Amigos del Valle
Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/26/2008 08:34 AM	APRV
2	Veronica Lopez	Veronica Lopez	06/26/2008 11:06 AM	APRV
3	Auditor's Office		06/27/2008 05:24 PM	NEW

Form Started By: Estella Webber

Started On: 06/25/2008 04:29 PM

Final Approval Date: 06/27/2008

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court
Agenda Request Form

No. _____

Date: June 25, 2008 Meeting Date Request: July 1, 2008 .

Deadline for Action: July 1, 2008 Contact Person: *Diana R. Serna* .

Department: Urban County Program Phone: (956) 787-8127 Fax: (956) 787-5291 .

Diana R. Serna, UCP Director :

Caption:

The Urban County Program requests approval of Subrecipient Agreement with the Amigos Del Valle, Inc. (Senior Services) in the amount of $42,280.00 for Urban County Program Year 21 (2008).

Background:

All funding will be utilized for the delivery of meals to the elderly (See the attached Exhibits).

Subrecipient:	**Amigos Del Valle, Inc.**	
Individual Agreement amounts:	Hidalgo County Precinct #1	10,000.00
	Hidalgo County Precinct #2	4,500.00
	Hidalgo County Precinct #3	5,000.00
	City of Donna	7,500.00
	City of Mercedes	5,280.00
	City of San Juan	10,000.00
Total Funding Amount:		**$42,280.00**

Manager: _____ Finance: _____

Please initial for approval:

Legal Counsel _____ **Budget** _____ **Human Resources** _____

Dept./Fund No._____ Amt. Expended: $ _____ Funds/Staffing Budgeted: Yes:_____ No:

Account Code: _____ Impact on Future Budget: Yes _____ No _____

Comments:

Action taken by Commissioner's Court:

Approved_____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Amigos Del Valle, Inc. provides congregate and home-delivered meals, transportation services, elderly housing, affordable housing, low cost mortgage loans, and home construction.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.

$ 10,000 Awarded By: Precinct #1

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Purchase of raw food and supplies, used in the nutrition program, which will provide meals to our elder participants.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Nutritious home-delivered meals will be provided to eligible senior citizens.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

CDBG funds will provide additional nutritious meals for low to moderate home bound eligible senior citizens.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Eleven (11) low to moderate income homebound seniors living in Precinct #1 will be provided approximately 2,114 nutritious home-delivered meals.

Section VII List all of the locations with physical address where the service(s) will be provided.

Mercedes-Villas Residencial Senior Center 334 E. 5th St. Mercedes, TX 78570; **Weslaco**-Weslaco Senior Center 1200 E. 6th St. Weslaco, TX 78596; **Elsa**-Elsa Senior Center W. 9th St. & N. Hidalgo St. Elsa, TX 78543; **Donna**-Donna Senior Center 1408 W. Silver St. Donna, TX 78537; **Edinburg**-Edinburg Senior Center 1210 E. Kuhn St. Edinburg, TX 78539

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
2,114 meals @ $4.73 per meal	**$ 10,000**
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 10,000**

Initials _____

Revised June 2008

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	**$ 909.09**	**Food Purchase**
August	**$ 909.09**	**Food Purchase**
September	**$ 909.09**	**Food Purchase**
October	**$ 909.09**	**Food Purchase**
November	**$ 909.09**	**Food Purchase**
December	**$ 909.09**	**Food Purchase**
January	**$ 909.09**	**Food Purchase**
February	**$ 909.09**	**Food Purchase**
March	**$ 909.09**	**Food Purchase**
April	**$ 909.09**	**Food Purchase**
May	**$ 909.10**	**Food Purchase**
TOTALS:	**$ 10,000.00**	**Food Purchase**

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 **For the months of....**	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	**11**	**Meals**
August	**11**	**Meals**
September	**11**	**Meals**
October	**11**	**Meals**
November	**11**	**Meals**
December	**11**	**Meals**
January	**11**	**Meals**
February	**11**	**Meals**
March	**11**	**Meals**
April	**11**	**Meals**
May	**11**	**Meals**
Total:	**11**	**Meals**

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Amigos Del Valle, Inc. provides congregate and home-delivered meals, transportation services, elderly housing, affordable housing, low cost mortgage loans, and home construction.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.

$ 4,500 Awarded By: Precinct #2

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Purchase of raw food and supplies, used in the nutrition program, which will provide meals to our elder participants.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Nutritious home-delivered meals will be provided to eligible senior citizens.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

CDBG funds will provide additional nutritious meals for low to moderate home bound eligible senior citizens.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Five (5) low to moderate income homebound seniors living in Precinct #2 will be provided approximately 951 nutritious home-delivered meals.

Section VII List all of the locations with physical address where the service(s) will be provided.

San Juan-San Juan Senior Center 600 W. 1st St. San Juan, TX 78589; **Pharr**-Casa De Amigos #6 Senior Center 200 E. Helmer St. Pharr, TX 78577; **Alamo**-San Juan Senior Center 600 W. 1st St. San Juan, TX 78589

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
951 meals @ $4.73 per meal	**$ 4,500**
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 4,500**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	**$ 409.09**	**Food Purchase**
August	**$ 409.09**	**Food Purchase**
September	**$ 409.09**	**Food Purchase**
October	**$ 409.09**	**Food Purchase**
November	**$ 409.09**	**Food Purchase**
December	**$ 409.09**	**Food Purchase**
January	**$ 409.09**	**Food Purchase**
February	**$ 409.09**	**Food Purchase**
March	**$ 409.09**	**Food Purchase**
April	**$ 409.09**	**Food Purchase**
May	**$ 409.10**	**Food Purchase**
TOTALS:	**$ 4,500.00**	**Food Purchase**

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 **For the months of....**	**Number of Unduplicated** **Beneficiaries to be Serviced**	**Services Provided**
July	**5**	**Meals**
August	**5**	**Meals**
September	**5**	**Meals**
October	**5**	**Meals**
November	**5**	**Meals**
December	**5**	**Meals**
January	**5**	**Meals**
February	**5**	**Meals**
March	**5**	**Meals**
April	**5**	**Meals**
May	**5**	**Meals**
Total:	**5**	**Meals**

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Amigos Del Valle, Inc. provides congregate and home-delivered meals, transportation services, elderly housing, affordable housing, low cost mortgage loans, and home construction.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.

$ 5,000 Awarded By: Precinct #3

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Purchase of raw food and supplies, used in the nutrition program, which will provide meals to our elder participants.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Nutritious home-delivered meals will be provided to eligible senior citizens.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

CDBG funds will provide additional nutritious meals for low to moderate home bound eligible senior citizens.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Nine (9) low to moderate income homebound seniors living in Precinct #3 will be provided approximately 1,797 nutritious home-delivered meals.

Section VII List all of the locations with physical address where the service(s) will be provided.

Mission-Villas De Arnaldo Ramirez Sr. Senior Center 1303 Matamoros St. Mission, TX 78572; **La Joya**-La Joya Senior Center924 S. Leo St. La Joya, TX 78560; **Alton**-Alton Senior Center 289 W. Dawes St. Alton, TX 78572; **Abram**-Abram Senior Center 2 ½ Mi. S. FM 1427 Mission, TX 78572; **Palm View**-Palm View Senior Center 3401 Jordan Rd. McAllen, TX 78503; **Las Palmas**-Las Palmas Community Center 1921 N. 25th St. McAllen, TX 78501

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
1,797 meals @ $4.73 per meal	**$ 8,500**
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 8,500**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	**$772.72**	**Food Purchase**
August	**$772.72**	**Food Purchase**
September	**$772.72**	**Food Purchase**
October	**$772.72**	**Food Purchase**
November	**$772.72**	**Food Purchase**
December	**$772.72**	**Food Purchase**
January	**$772.72**	**Food Purchase**
February	**$772.72**	**Food Purchase**
March	**$772.72**	**Food Purchase**
April	**$772.72**	**Food Purchase**
May	**$772.80**	**Food Purchase**
TOTALS:	**$ 8,500.00**	**Food Purchase**

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 **For the months of....**	**Number of Unduplicated** **Beneficiaries to be Serviced**	**Services Provided**
July	**9**	**Meals**
August	**9**	**Meals**
September	**9**	**Meals**
October	**9**	**Meals**
November	**9**	**Meals**
December	**9**	**Meals**
January	**9**	**Meals**
February	**9**	**Meals**
March	**9**	**Meals**
April	**9**	**Meals**
May	**9**	**Meals**
Total:	**9**	**Meals**

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Amigos Del Valle, Inc. provides congregate and home-delivered meals, transportation services, elderly housing, affordable housing, low cost mortgage loans, and home construction.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.

$ 7,500 Awarded By: Donna

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Purchase of raw food and supplies, used in the nutrition program, which will provide meals to our elder participants.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Nutritious home-delivered meals will be provided to eligible senior citizens.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

CDBG funds will provide additional nutritious meals for low to moderate home bound eligible senior citizens.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Eight (8) low to moderate income homebound seniors living in Donna will be provided approximately 1,585 nutritious home-delivered meals.

Section VII List all of the locations with physical address where the service(s) will be provided.

Donna Senior Center: 1408 W. Silver St. Donna TX, 78537

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
1,585 meals @ $4.73 per meal	**$ 7,500**
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 7,500**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 681.81	Food Purchase
August	$ 681.81	Food Purchase
September	$ 681.81	Food Purchase
October	$ 681.81	Food Purchase
November	$ 681.81	Food Purchase
December	$ 681.81	Food Purchase
January	$ 681.81	Food Purchase
February	$ 681.81	Food Purchase
March	$ 681.81	Food Purchase
April	$ 681.81	Food Purchase
May	$ 681.90	Food Purchase
TOTALS:	$ 7,500.00	Food Purchase

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 **For the months of....**	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	**8**	**Meals**
August	**8**	**Meals**
September	**8**	**Meals**
October	**8**	**Meals**
November	**8**	**Meals**
December	**8**	**Meals**
January	**8**	**Meals**
February	**8**	**Meals**
March	**8**	**Meals**
April	**8**	**Meals**
May	**8**	**Meals**
Total:	**8**	**Meals**

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Amigos Del Valle, Inc. provides congregate and home-delivered meals, transportation services, elderly housing, affordable housing, low cost mortgage loans, and home construction.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.

$ 5,280 Awarded By: Mercedes

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Purchase of raw food and supplies, used in the nutrition program, which will provide meals to our elder participants.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Nutritious home-delivered meals will be provided to eligible senior citizens.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

CDBG funds will provide additional nutritious meals for low to moderate home bound eligible senior citizens.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Six (6) low to moderate income homebound seniors living in Mercedes will be provided approximately 1,116 nutritious home-delivered meals.

Section VII List all of the locations with physical address where the service(s) will be provided.

Villas Residencial Senior Center: 334 E. 5th St. Mercedes, TX 78570

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
1,116 meals @ $4.73 per meal	**$ 5,280**
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 5,280**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	**$480.00**	**Food Purchase**
August	**$480.00**	**Food Purchase**
September	**$480.00**	**Food Purchase**
October	**$480.00**	**Food Purchase**
November	**$480.00**	**Food Purchase**
December	**$480.00**	**Food Purchase**
January	**$480.00**	**Food Purchase**
February	**$480.00**	**Food Purchase**
March	**$480.00**	**Food Purchase**
April	**$480.00**	**Food Purchase**
May	**$480.00**	**Food Purchase**
TOTALS:	**$ 5,280.00**	**Food Purchase**

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 **For the months of....**	**Number of Unduplicated** **Beneficiaries to be Serviced**	**Services Provided**
July	**6**	**Meals**
August	**6**	**Meals**
September	**6**	**Meals**
October	**6**	**Meals**
November	**6**	**Meals**
December	**6**	**Meals**
January	**6**	**Meals**
February	**6**	**Meals**
March	**6**	**Meals**
April	**6**	**Meals**
May	**6**	**Meals**
Total:	**6**	**Meals**

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Amigos Del Valle, Inc. provides congregate and home-delivered meals, transportation services, elderly housing, affordable housing, low cost mortgage loans, and home construction.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.

$ 10,000 Awarded By: San Juan

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Purchase of raw food and supplies, used in the nutrition program, which will provide meals to our elder participants.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Nutritious home-delivered meals will be provided to eligible senior citizens.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

CDBG funds will provide additional nutritious meals for low to moderate home bound eligible senior citizens.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Eleven (11) low to moderate income homebound seniors living in San Juan will be provided approximately 2,114 nutritious home-delivered meals.

Section VII List all of the locations with physical address where the service(s) will be provided.

San Juan Senior Center: 600 W. 1st St. San Juan, TX 78589

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
2,114 meals @ $4.73 per meal	**$ 10,000**
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 10,000**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	**$ 909.09**	**Food Purchase**
August	**$ 909.09**	**Food Purchase**
September	**$ 909.09**	**Food Purchase**
October	**$ 909.09**	**Food Purchase**
November	**$ 909.09**	**Food Purchase**
December	**$ 909.09**	**Food Purchase**
January	**$ 909.09**	**Food Purchase**
February	**$ 909.09**	**Food Purchase**
March	**$ 909.09**	**Food Purchase**
April	**$ 909.09**	**Food Purchase**
May	**$ 909.10**	**Food Purchase**
TOTALS:	**$ 10,000.00**	**Food Purchase**

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 **For the months of....**	**Number of Unduplicated** **Beneficiaries to be Serviced**	**Services Provided**
July	**11**	**Meals**
August	**11**	**Meals**
September	**11**	**Meals**
October	**11**	**Meals**
November	**11**	**Meals**
December	**11**	**Meals**
January	**11**	**Meals**
February	**11**	**Meals**
March	**11**	**Meals**
April	**11**	**Meals**
May	**11**	**Meals**
Total:	**11**	**Meals**

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement made and entered into on this the _____ day of_____, 200__, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and _____, hereinafter referred to as **"SUBRECIPIENT"**.

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the attached **Exhibit A "Statement of Work"**, of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A "Statement of Work"** for and in consideration of payment in the amount of_____, and as delineated in **Exhibit B-1 "Grant Budget"** and **B-2 "Payment Schedule"**.

SUBRECIPIENT agrees to notify **ENTITY**, in writing, prior to any changes in its Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity. SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in **Exhibit C "Schedule of Activity"** of this Agreement, and shall notify **ENTITY**, in writing, prior to any changes, delays or departures from the schedule. If **SUBRECIPIENT** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may amend such schedule of activity.

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in **Exhibit D "Records and Reports"** and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Exhibit D must be submitted on or before the 15th of every month.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in **Exhibit E "Requests for Payments"** of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days of the Agreement end date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through financial records outlined in **Exhibit D**. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY.**

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

http://www.washingtonwatchdog.org/documents/cfr/title24/part570.html#570.600

SECTION VIII
Uniform Administrative Requirements

Subrecipients, **except subrecipients that are governmental entities**, shall comply with the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A–21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A–133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A–110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provision, as specified in **Exhibit F** and any subsequent amendments thereto.

http://www.whitehouse.gov/omb/circulars/a122/a122.html

http://www.whitehouse.gov/omb/circulars/a021/a021.html

http://www.whitehouse.gov/omb/circulars/a133/a133.html

http://www.whitehouse.gov/omb/circulars/a110/a110.html

Recipients and subrecipients that are **governmental entities** (including public agencies) shall comply with the requirements and standards of OMB Circular No. A–87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A–133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provision, as specified in **Exhibit G** and any subsequent amendments thereto.

http://www.whitehouse.gov/omb/circulars/a087/a087-all.html

http://www.whitehouse.gov/omb/circulars/a133/a133.html

SECTION IX
Audit Requirements

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

SUBRECIPIENT agrees to furnish **ENTITY** a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars ($500,000) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of the fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **If the SUBRECIPIENT expends less than $500,000.00 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office. For the exempt SUBRECIPIENT, a 990 Tax Return (Return of Organization Exempt From Income Tax), and Financial Statements are required for the**

most recent fiscal year ended. If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the audit and **SUBRECIPIENT** acknowledges that a Financial Audit shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT.** Audit shall be available to **ENTITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

http://www.washingtonwatchdog.org/documents/cfr/title24/part85.html

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, (web page link provided above) if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in **Exhibits A through G.**

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **SUBRECIPIENT** violates any of the Agreements or stipulations of this Agreement, then the **ENTITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance, ***i.e., timely submittal of monthly reports***, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **ENTITY OR SUBRECIPIENT** or its successor, the **ENTITY** will terminate Agreement and seek reimbursement of all funds from **SUBRECIPIENT. SUBRECIPIENT** shall not be relieved of the liability to the **ENTITY** for damages sustained by the **ENTITY** by virtue of any breach of this contract (Agreement) by **SUBRECIPIENT** and **ENTITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations. Should the **ENTITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **ENTITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **ENTITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction as aforesaid. The failure of the **ENTITY** to exercise any right shall in no way constitute a waiver by the **ENTITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **ENTITY** and _____.

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY.**

Any asset acquired or improved in part or in whole with CDBG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the **ENTITY.**

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on **Exhibit A.**

SECTION XII
Indemnity Clause

SUBRECIPIENT agrees to hold **ENTITY** harmless from, and indemnify **ENTITY** from and defend **ENTITY** against any and all claims brought against **ENTITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the rules of the **ENTITY** on the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the Procurement Standards of the HIDALGO COUNTY Urban County Program which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT. In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **ENTITY** to ensure compliance with the standards implemented by **ENTITY.**

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in **Exhibit A**, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT's** organization or the **ENTITY's** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

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

No **ENTITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on **Exhibit A.**

SECTION XII
Legal Action and Venue

SUBRECIPIENT agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT.** The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **ENTITY.**

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in HIDALGO COUNTY.

SECTION XIII
Miscellaneous Provisions

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to **ENTITY**:	If to **SUBRECIPIENT**:
COUNTY OF HIDALGO	_____
Urban County Program	_____
1916 Tesoro Blvd.	_____
Pharr, TX 78577	_____
Email: ucp@bizrgv.rr.com	_____
Phone # (956) 787-8127	_____
Fax # (956) 787-5291	_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

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

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

SECTION XVII
Effective Date

The effective date of this agreement shall be the **1st day of July 2008**, such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **30th day of May 2009.**

Approved and signed this _____ day of _____ 200___.

_____
Authorized Official

SUBRECIPIENT Name: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 200___ .

(SEAL)

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____
Witness:

_____
Diana R. Serna, UCP Director

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

_____
_____
_____
_____

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
$_____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

_____
_____
_____

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

_____
_____
_____

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

_____
_____
_____

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

_____
_____
_____

Section VII List all of the locations with physical address where the service(s) will be provided.

_____
_____
_____

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	$
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	$

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200___- 200___ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTALS:		

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200___ - 200___ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total:		

Exhibit D
RECORDS & REPORTS

REPORTS

A **Monthly Activity Report (Exhibit D - Activity Report)** must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Types of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
  - Benefits Low and Moderate Income Persons
  - Provides Decent Affordable Housing
  - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low, moderate and non-low income.**
- **Type of Outcome:**
  - **Availability/Accessibility.** Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
  - **Affordability.** How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

- **Other significant information** (such as special events, fundraisers, awards, etc.)
  - Agency agrees to submit photos of the program activities prior to the end date of this Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files serviced utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form).

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct.
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditures
- If applicable, fixed assets inventory

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient shall submit **monthly** reimbursement requests as approved on Exhibit B-2 Schedule of Payment **due on or before the 15th of each month**. Reimbursement requests received after the deadline will not be processed until the following week and reimbursement checks will be mailed two weeks after it was processed by the UCP Coordinator.

2. Subrecipient must submit required documentation as specified on the UCP Reimbursement Checklist for Subrecipients.

3. If request for reimbursements are submitted more than 30 calendar days LATE without notification to the Urban County, the reimbursements will be returned unpaid.

4. Urban County Program will return incorrect or deficient reimbursement requests to the subrecipient within 10 working days in order for corrections to be made.

5. Subrecipient must submitted corrections and/or pending documentation after notification by the Urban County Program no later than the 30th day of the month.

6. Should Subrecipient fail to comply with timely submittal of monthly reimbursement requests, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".

7. Subrecipient must submit a copy of the monthly reimbursement requests and reports to the respective City and/or Precinct providing CDBG funds. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing reimbursement requests.

8. All reimbursements requests and reports must be originals signed with blue ink.

9. Subrecipient must submit final reimbursement request to the Urban County Program within fifteen (15) days of the agreement end date.

10. As per Section IV of this Agreement, Urban County Program shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved.

Exhibit F
Applicable provisions as stated in Section VIII
OMB Circular A-110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

(1) Subpart A—"General";

(2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";

(3) Subpart C—"Post-Award Requirements," except for:

(i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;

(ii) Section 84.23, "Cost Sharing and Matching";

(iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;

(iv) Section 84.25, "Revision of Budget and Program Plans";

(v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;

(vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:

(A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

(B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

(vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";
(viii) Section 84.52, "Financial Reporting";

(ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and

(4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Exhibit G
Applicable provisions as stated in Section VIII
24 CFR part 85

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment," except as modified by §570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement," except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);

(15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);

(16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51 "Later disallowances and adjustments" and

(20) Section 85.52, "Collection of amounts due."

AI-9927 **11.S.**

LRGVDC-Foster Grandparent Prog.
CC REGULAR

Date: 07/01/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with LRGVDC-Foster Grandparent Program (Senior Service) in the amount of $15,000.00 for Urban County Program Year 21 (2008).

BACKGROUND

All funding will be utilized for the payment of mileage and stipends to elderly volunteers who provide one to one support to children with special needs.

Subrecipient:	**LRGVDC-Foster Grandparent Program**	
Individual Agreement amounts:	Hidalgo County Precinct #1	8,000.00
	Hidalgo County Precinct #2	3,500.00
	City of Weslaco	3,500.00
	Total Agreement Amount:	**$15,000.00**

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban Co. Funds
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available from Year 21 (2008) Senior Service in the amount of $15,000.00 as of 06/26/08.

Attachments

Link: Foster GP Program
Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/26/2008 08:34 AM	APRV
2	Veronica Lopez	Veronica Lopez	06/26/2008 09:55 AM	APRV
3	Auditor's Office		06/27/2008 05:24 PM	NEW

Form Started By: Estella Webber — Started On: 06/25/2008 04:39 PM

Final Approval Date: 06/27/2008

URBAN COUNTY PROGRAM

Hidalgo County Commissioner's Court Agenda Request Form

No. _____

Date: June 25, 2008 Meeting Date Request: July 1, 2008

Deadline for Action: July 1, 2008 Contact Person: *Diana R. Serna*

Department: Urban County Program Phone: (956) 787-8127 Fax: (956) 787-5291

Diana R. Serna, UCP Director : _____

Caption:

The Urban County Program requests approval of Subrecipient Agreement with LRGVDC-Foster Grandparent Program (Senior Service) in the amount of $15,000.00 for Urban County Program Year 21 (2008).

Background:

All funding will be utilized for the payment of mileage and stipends to elderly volunteers who provide one to one support to children with special needs.

Subrecipient:	**LRGVDC-Foster Grandparent Program**	
Individual Agreement amounts:	Hidalgo County Precinct #1	8,000.00
	Hidalgo County Precinct #2	3,500.00
	City of Weslaco	3,500.00
Total Agreement Amount:		**$15,000.00**

Manager: _____ Finance: _____

Please initial for approval:

Legal Counsel _____ **Budget** _____ **Human Resources** _____

Dept./Fund No._____ Amt. Expended: $ _____ Funds/Staffing Budgeted: Yes:_____ No:

Account Code: _____ Impact on Future Budget: Yes _____ No _____

Comments:

Action taken by Commissioner's Court:

Approved_____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote

c:\wpwin60\wpdocs\agreqfrm.wpd

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Provide volunteer opportunities to low income individuals aged 62 and over to remain active in the community by providing one to one support to children with special and exceptional needs.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.

$ 8,000.00 Awarded By: Precinct I

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Funds will be used for stipends.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

1. Foster Grandparents will remain active in the community by serving children with exceptional or special needs. They will provide cognitive, social, and physical skills training. They will serve as mentors and offer guidance. They may serve a minimum of 9 months and may volunteer between 15 to 40 hours per week.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

At least 5-10 low-income individuals aged 62 and over will have an opportunity to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Low –income individuals aged 62 and over from the Edcouch-Elsa, Mercedes, Progresso, Weslaco, and Mercedes areas.

Section VII List all of the locations with physical address where the service(s) will be provided.

Elsa Head Start, 700 NW Hidalgo, Elsa TX; Mercedes Early Childhood Center, 950 W. 6th Street, Mercedes, TX; Travis Elementary-1551 S. Georgia Ave. Mercedes, TX. ; Progresso Elementary-1201 N. Bus. 1015; Lakeway Christian Academy-508 W. 5th Street, Mercedes, TX; Mercedes Boys and Girls Club- 701 S. Mathis, Mercedes, TX; Mercedes La Herencia Head Start-RR 3 Box 3059, Mercedes, TX ; Memorial Elementary, 910 W. 18th St., Weslaco, TX; Franklin D. Roosevelt Elementary, 306 N. Bridge, Weslaco, TX 78596.

Initials _____

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Stipends for 5 to 10 Foster Grandparent volunteers at $2.65 and hour for 15 to 40 hours per week.	$ 8,000.00
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	$ 8,000.00

JUN 25

Initials _____

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200__- 200__ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November	1,200.00	Stipends
December	1,200.00	Stipends
January	1,200.00	Stipends
February	1,200.00	Stipends
March	1,200.00	Stipends
April	1,200.00	Stipends
May	800.00	Stipends
TOTALS:	8,000.00	

Initials _____

JUN 25 2008

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November	5 to 10	One to one assistance with cognitive, social, and language skills. Tutoring in English or math.
December	5 to 10	One to one assistance with cognitive, social, and language skills. Tutoring in English or math.
January	5 to 10	One to one assistance with cognitive, social, and language skills. Tutoring in English or math.
February	5 to 10	One to one assistance with cognitive, social, and language skills. Tutoring in English or math.
March	5 to 10	One to one assistance with cognitive, social, and language skills. Tutoring in English or math.
April	5 to 10	One to one assistance with cognitive, social, and language skills. Tutoring in English or math.
May	5 to 10	One to one assistance with cognitive, social, and language skills. Tutoring in English or math.
Total:	~~5 to 10~~ MIN 35 MAX 70	

Initials _____

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Provide volunteer opportunities to low income individuals aged 62 and over to remain active in the community by providing one to one support to children with special and exceptional needs.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.

$ 3,500.00 Awarded By: Precinct II

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Funds will be used for stipends and travel.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

1. Foster Grandparents will remain active in the community by serving children with exceptional or special needs. They will provide cognitive, social, and physical skills training. They will serve as mentors and offer guidance. They may serve a minimum of 9 months and may volunteer between 15 to 40 hours per week.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

At least 4 low-income individuals aged 62 and over will have an opportunity to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Low –income individuals aged 62 and over from San Juan or Hidalgo, Texas.

Section VII List all of the locations with physical address where the service(s) will be provided.

San Juan Head Start Center I, 109 N. Cougar, San Juan, TX 78589, San Juan head Start II 601 Earling Rd. San Juan, TX 78589. The San Juan Public Schools will be an optional site (No current placements)

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Stipends for up to 4 Foster Grandparent volunteers at $2.65 and hour for 15 to 40 hours per week.	$ 3,300.00
Travel at .25 per mile for volunteers to and from volunteer stations for up to 4 volunteers.	$ 200.00
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	$ 3,500.00

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200__- 200__ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November	1,125.00	Stipends and Travel
December	1,125.00	Stipends and Travel
January	1,125.00	Stipends and Travel
February	125.00	Stipends and Travel
March		
April		
May		
TOTALS:	3,500.00	

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November	4	One to one assistance with cognitive, social, and language skills. Tutoring in English or Math.
December	4	One to one assistance with cognitive, social, and language skills. Tutoring in English or Math.
January	4	One to one assistance with cognitive, social, and language skills. Tutoring in English or Math.
February	4	One to one assistance with cognitive, social, and language skills. Tutoring in English or Math.
March		
April		
May		
Total:	~~4~~ 16	

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Provide volunteer opportunities to low income individuals aged 62 and over to remain active in the community by providing one to one support to children with special and exceptional needs.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.

$ 3,500.00 Awarded By: City of Weslaco

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Funds will be used for stipends

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

1. Foster Grandparents will remain active in the community by serving children with exceptional or special needs. They will provide cognitive, social, and physical skills training. They will serve as mentors and offer guidance. They may serve a minimum of 9 months and may volunteer between 15 to 40 hours per week.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

At least 5 low-income individuals aged 62 and over will have an opportunity to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Low –income individuals aged 62 and over from City of Weslaco.

Section VII List all of the locations with physical address where the service(s) will be provided.

Margo Elementary, 1701 S. Bridge Street, Weslaco, TX; Weslaco I Head Start, 310 S. Kansas, Weslaco, TX; Memorial Elementary, 2001 N. Bridge, Weslaco, TX . Optional sites include: Northbridge Elementary, 2001 N. Bridge, Weslaco, Weslaco Boys and Girls Club, 801 Huisache, Weslaco, TX 78596.

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Stipends for up to 4 Foster Grandparent volunteers at $2.65 and hour for 15 to 40 hours per week.	$ 3,500.00
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	$ 3,500.00

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November	1,125.00	Stipends
December	1,125.00	Stipends
January	1,125.00	Stipends
February	125.00	Stipends
March		
April		
May		
TOTALS:	3,500.00	

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November	5	One to one assistance with cognitive, social, and language skills. Tutoring in English or Math.
December	5	One to one assistance with cognitive, social, and language skills. Tutoring in English or Math.
January	5	One to one assistance with cognitive, social, and language skills. Tutoring in English or Math.
February	5	One to one assistance with cognitive, social, and language skills. Tutoring in English or Math.
March		
April		
May		
Total:	~~5~~ 20	

Initials _____

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement made and entered into on this the _____ day of_____, 200__, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and _____, hereinafter referred to as **"SUBRECIPIENT"**.

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the attached **Exhibit A "Statement of Work"**, of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A "Statement of Work"** for and in consideration of payment in the amount of_____, and as delineated in **Exhibit B-1 "Grant Budget"** and **B-2 "Payment Schedule"**.

SUBRECIPIENT agrees to notify **ENTITY**, in writing, prior to any changes in its Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity. SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in **Exhibit C "Schedule of Activity"** of this Agreement, and shall notify **ENTITY**, in writing, prior to any changes, delays or departures from the schedule. If **SUBRECIPIENT** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may amend such schedule of activity.

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in **Exhibit D "Records and Reports"** and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Exhibit D must be submitted on or before the 15th of every month.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in **Exhibit E "Requests for Payments"** of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days of the Agreement end date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through financial records outlined in **Exhibit D**. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY.**

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

http://www.washingtonwatchdog.org/documents/cfr/title24/part570.html#570.600

SECTION VIII
Uniform Administrative Requirements

Subrecipients, **except subrecipients that are governmental entities**, shall comply with the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A–21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A–133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A–110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provision, as specified in **Exhibit F** and any subsequent amendments thereto.

http://www.whitehouse.gov/omb/circulars/a122/a122.html

http://www.whitehouse.gov/omb/circulars/a021/a021.html

http://www.whitehouse.gov/omb/circulars/a133/a133.html

http://www.whitehouse.gov/omb/circulars/a110/a110.html

Recipients and subrecipients that are **governmental entities** (including public agencies) shall comply with the requirements and standards of OMB Circular No. A–87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A–133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provision, as specified in **Exhibit G** and any subsequent amendments thereto.

http://www.whitehouse.gov/omb/circulars/a087/a087-all.html

http://www.whitehouse.gov/omb/circulars/a133/a133.html

SECTION IX
Audit Requirements

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

SUBRECIPIENT agrees to furnish **ENTITY** a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars ($500,000) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of the fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **If the SUBRECIPIENT expends less than $500,000.00 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office. For the exempt SUBRECIPIENT, a 990 Tax Return (Return of Organization Exempt From Income Tax), and Financial Statements are required for the**

most recent fiscal year ended. If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the audit and **SUBRECIPIENT** acknowledges that a Financial Audit shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT.** Audit shall be available to **ENTITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

http://www.washingtonwatchdog.org/documents/cfr/title24/part85.html

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, (web page link provided above) if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in **Exhibits A through G.**

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **SUBRECIPIENT** violates any of the Agreements or stipulations of this Agreement, then the **ENTITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance, ***i.e., timely submittal of monthly reports***, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **ENTITY OR SUBRECIPIENT** or its successor, the **ENTITY** will terminate Agreement and seek reimbursement of all funds from **SUBRECIPIENT. SUBRECIPIENT** shall not be relieved of the liability to the **ENTITY** for damages sustained by the **ENTITY** by virtue of any breach of this contract (Agreement) by **SUBRECIPIENT** and **ENTITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations. Should the **ENTITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **ENTITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **ENTITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction as aforesaid. The failure of the **ENTITY** to exercise any right shall in no way constitute a waiver by the **ENTITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **ENTITY** and _____.

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY.**

Any asset acquired or improved in part or in whole with CDBG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the **ENTITY.**

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on **Exhibit A.**

SECTION XII
Indemnity Clause

SUBRECIPIENT agrees to hold **ENTITY** harmless from, and indemnify **ENTITY** from and defend **ENTITY** against any and all claims brought against **ENTITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the rules of the **ENTITY** on the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the Procurement Standards of the HIDALGO COUNTY Urban County Program which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT. In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **ENTITY** to ensure compliance with the standards implemented by **ENTITY.**

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in **Exhibit A**, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT's** organization or the **ENTITY's** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

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

No **ENTITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on **Exhibit A.**

SECTION XII
Legal Action and Venue

SUBRECIPIENT agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT.** The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **ENTITY.**

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in HIDALGO COUNTY.

SECTION XIII
Miscellaneous Provisions

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to **ENTITY**:	If to **SUBRECIPIENT**:
COUNTY OF HIDALGO	_____
Urban County Program	_____
1916 Tesoro Blvd.	_____
Pharr, TX 78577	_____
Email: ucp@bizrgv.rr.com	_____
Phone # (956) 787-8127	_____
Fax # (956) 787-5291	_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

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

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

SECTION XVII
Effective Date

The effective date of this agreement shall be the **1st day of July 2008**, such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **30th day of May 2009.**

Approved and signed this _____ day of _____ 200___.

_____
Authorized Official

SUBRECIPIENT Name: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 200___ .

(SEAL)

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____
Witness:

_____
Diana R. Serna, UCP Director

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

_____
_____
_____
_____

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
$_____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

_____
_____
_____

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

_____
_____
_____

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

_____
_____
_____

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

_____
_____
_____

Section VII List all of the locations with physical address where the service(s) will be provided.

_____
_____
_____

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	$
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	$

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200___- 200___ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTALS:		

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200___ - 200___ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total:		

Exhibit D
RECORDS & REPORTS

REPORTS

A **Monthly Activity Report (Exhibit D - Activity Report)** must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Types of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
  - Benefits Low and Moderate Income Persons
  - Provides Decent Affordable Housing
  - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low, moderate and non-low income.**
- **Type of Outcome:**
  - **Availability/Accessibility.** Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
  - **Affordability.** How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

- **Other significant information** (such as special events, fundraisers, awards, etc.)
  - Agency agrees to submit photos of the program activities prior to the end date of this Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files serviced utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form).

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct.
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditures
- If applicable, fixed assets inventory

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient shall submit **monthly** reimbursement requests as approved on Exhibit B-2 Schedule of Payment **due on or before the 15th of each month**. Reimbursement requests received after the deadline will not be processed until the following week and reimbursement checks will be mailed two weeks after it was processed by the UCP Coordinator.

2. Subrecipient must submit required documentation as specified on the UCP Reimbursement Checklist for Subrecipients.

3. If request for reimbursements are submitted more than 30 calendar days LATE without notification to the Urban County, the reimbursements will be returned unpaid.

4. Urban County Program will return incorrect or deficient reimbursement requests to the subrecipient within 10 working days in order for corrections to be made.

5. Subrecipient must submitted corrections and/or pending documentation after notification by the Urban County Program no later than the 30th day of the month.

6. Should Subrecipient fail to comply with timely submittal of monthly reimbursement requests, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".

7. Subrecipient must submit a copy of the monthly reimbursement requests and reports to the respective City and/or Precinct providing CDBG funds. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing reimbursement requests.

8. All reimbursements requests and reports must be originals signed with blue ink.

9. Subrecipient must submit final reimbursement request to the Urban County Program within fifteen (15) days of the agreement end date.

10. As per Section IV of this Agreement, Urban County Program shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved.

Exhibit F
Applicable provisions as stated in Section VIII
OMB Circular A-110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

(1) Subpart A—"General";

(2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";

(3) Subpart C—"Post-Award Requirements," except for:

(i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;

(ii) Section 84.23, "Cost Sharing and Matching";

(iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;

(iv) Section 84.25, "Revision of Budget and Program Plans";

(v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;

(vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:

(A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

(B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

(vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";
(viii) Section 84.52, "Financial Reporting";

(ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and

(4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Exhibit G
Applicable provisions as stated in Section VIII
24 CFR part 85

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment," except as modified by §570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement," except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);

(15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);

(16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51 "Later disallowances and adjustments" and

(20) Section 85.52, "Collection of amounts due."

AI-9957 **12.A.**

rescheduling of cc mtg of 7/15/08
CC REGULAR

Date: 07/01/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: County Judge's Office
Department: BUDGET & MANAGEMENT
Agenda Area: County Judge's Office

Information

CAPTION

Discussion, consideration and action to reschedule the July 15, 2008 meeting to Wednesday, July 16, 2008 due to one court member attending NACO Conference.

BACKGROUND

Judge Salinas will be attending the NACO Conference in Kansas City

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	06/27/2008 04:09 PM	APRV
2	Auditor's Office		06/27/2008 05:24 PM	NEW
Form Started By: Monica Badillo			Started On: 06/27/2008 03:51 PM	
Final Approval Date: 06/27/2008				

AI-9833 **12.B.**

Proclamation

CC REGULAR

Date: 07/01/2008
Submitted By: Gloria Rodriguez, COUNTY JUDGE
Submitted For: Roxanne De La Garza
Department: COUNTY JUDGE
Agenda Area: County Judge's Office

Information

CAPTION

Proclamation honoring fallen soldier Jose Abraham Rubio.

BACKGROUND

Fiscal Impact

Attachments

Link: Proclamation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	06/20/2008 09:03 AM	APRV
2	Erika Reyna	Erika Reyna	06/25/2008 10:01 AM	APRV
3	Auditor's Office	Linda Fong	06/25/2008 05:22 PM	APRV
4	Purchasing Department	Marty Salazar	06/25/2008 05:55 PM	APRV
5	Court Administrator	Monica Badillo	06/26/2008 09:04 AM	APRV
Form Started By: Gloria Rodriguez			Started On: 06/19/2008 11:45 AM	
Final Approval Date: 06/26/2008				

PROCLAMATION

WHEREAS, for more than two centuries, Americans have been called to defend the founding ideals of our democracy; and

WHEREAS, from the opening battles of the American Revolution to today's operations in the war on terror in Afghanistan, Iraq, and around the world, the members of our military have built a tradition of honorable and faithful service; and

WHEREAS, 4th Class Army Specialist Jose Abraham Rubio, son of Jose and Macaria Rubio, husband of Jennifer Rubio, and father of Nikolai Cyrus Rubio served two years with the United State Army; and

WHEREAS, at the young age of 24, Army Specialist Rubio's life was taken in a roadside bombing in Baghdad while he and his infantry were patrolling the "Green Zone"; and

WHEREAS, by giving his life for the cause of freedom, he has protected and inspired all Americans; and

NOW, THEREFORE BE IT PROCLAIMED, that the Commissioners Court of Hidalgo County hereby honors Jose "Joe" Rubio, his commitment to our country and his legacy of patriotism and sacrifice. And commend all fallen soldiers, including Specialist Rubio, for their unwavering bravery and fearless dedication to peace and freedom in our world.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the County of Hidalgo, on this _____ day of July, 2008.

_____
J.D. SALINAS III
County Judge

_____
SYLVIA S. HANDY
County Commissioner, Pct. 1

_____
HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct. 3

_____
OSCAR L. GARZA, JR.
County Commissioner, Pct. 4

Attest:

_____
ARTURO GUAJARDO, JR.
County Clerk

AI-9861 **12.C.**

Resolution authorizing County Judge to sign USDA Grant application
CC REGULAR

Date: 07/01/2008
Submitted By: Gloria Rodriguez, COUNTY JUDGE
Submitted For: Roxanne De La Garza
Department: COUNTY JUDGE
Agenda Area: County Judge's Office

Information

CAPTION

Approval of resolution authorizing the County Judge to sign the application to the United States Department of Agriculture for Rural Housing Service Grant Program.

BACKGROUND

AI 9576 approved by Commissioners' Court on 06/03/08 accepting USDA loan-grant for purchase of two first responder trucks and one first responder crime scene unit for Sheriff's Dept.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Grant/Loan
$46,308.00 grant funds
$93,096.00 will be paid from Sheriff's forfeiture funds
$225,000.00 loan

Attachments

Link: Grant Resolution

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/24/2008 10:10 AM	APRV
2	Erika Reyna	Erika Reyna	06/25/2008 11:10 AM	APRV
3	Auditor's Office	Linda Fong	06/26/2008 06:06 PM	APRV
4	Purchasing Department	Marty Salazar	06/27/2008 08:05 AM	APRV
5	Court Administrator	Angela Garcia	06/27/2008 10:17 AM	APRV

Form Started By: Gloria Rodriguez — Started On: 06/24/2008 09:00 AM

Final Approval Date: 06/27/2008

A RESOLUTION AUTHORIZING THE COUNTY JUDGE TO SIGN THE APPLICATION TO THE UNITED STATES DEPARTMENT OF AGRICULTURE FOR THE RURAL HOUSING SERVICE GRANT PROGRAM

WHEREAS, the Rural Housing Service Program of the United States Department of Agriculture offers various programs to help in the development of rural communities including loans for community facilities, home ownership, rural rental housing, home improvement, among others;

WHEREAS, the Hidalgo County Commissioner's Court deems it necessary and proper to apply for grant assistance under the Rules and Regulations of Rural Housing Service, a department of the United States Department of Agriculture.

NOW, THEREFORE BE IT RESOLVED that the Hidalgo County Commissioner's Court hereby authorize the County Judge to submit and sign the application for grant assistance on behalf of Hidalgo County, and to sign the Notice of Award and other grant documents, contingent upon receipt of the grant award.

PASSED, APPROVED, AND ADOPTED this _____day of _____, 2008 by the Commissioner's Court of Hidalgo County, Texas.

_____ _____

Juan D. Salinas III — Sylvia S. Handy

County Judge — Commissioner, Pct. 1

_____ _____

Hector "Tito" Palacios — Oscar Garza, Jr.

Commissioner, Pct. 2 — Commissioner, Pct. 4

_____

Joe M. Flores

Commissioner, Pct. 3

ATTEST:

_____

Arturo Guajardo, Jr.

County Clerk

APPROVED AS TO FORM:

_____

By: Stephen L. Crain

Atlas & Hall LLP

AI-9901 **12.D.**

Penitas TIRZ #1

CC REGULAR

Date: 07/01/2008
Submitted By: Erika Reyna, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: County Judge's Office

Information

CAPTION

Discussion and approval of modifications to the Tax Reinvestment Zone No. 1, Penitas, Interlocal Agreement as approved by Commissioners' Court on February 24, 2005.

BACKGROUND

Fiscal Impact

Attachments

Link: Interlocal Agreement
Link: DBM recommendation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/25/2008 01:54 PM	APRV
2	Ivan Cantu	Ivan Cantu	06/25/2008 02:06 PM	APRV
3	Auditor's Office		06/27/2008 05:24 PM	NEW
Form Started By: Erika Reyna			Started On: 06/25/2008 01:06 PM	
Final Approval Date: 06/27/2008				

DRAFT OF 06/23/08

INTERLOCAL AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

THIS INTERLOCAL AGREEMENT ("Agreement") is made by and between the **CITY OF PEÑITAS, TEXAS** ("City"), a municipal corporation and home-rule city of the State of Texas principally situated in Hidalgo County, acting by and through its governing body, the City Commission; **HIDALGO COUNTY, TEXAS**, a body corporate and politic under the laws of the State of Texas, acting by and through its governing body, the Hidalgo County Commissioners Court ("County"); and **REINVESTMENT ZONE NUMBER ONE, CITY OF PEÑITAS, TEXAS** (the "Zone"), a reinvestment zone created by the City pursuant to Chapter 311 of the Texas Tax Code, acting by and through its Board of Directors. This Agreement is made pursuant to Chapter 791 of the Texas Government Code and Chapter 311 of the Texas Tax Code.

The City, the County and the Zone hereby agree to the following terms and conditions of this Agreement.

I. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

"Agreement" means this Interlocal Agreement between the City, the County and the Zone.

"Captured Appraised Value" means the captured appraised value of the Zone, as defined by Chapter 311, Texas Tax Code.

"City" means the City of Peñitas, Texas, and its successors and assigns.

"Countersignature Date" means that date shown as the date countersigned by the City Attorney on the signature page of this Agreement.

"County" means Hidalgo County, Texas, and its successors and assigns.

"County Tax Increment Participation" means the amount of the County tax levy on the Captured Appraised Value which the County agrees to contribute to the Zone pursuant to Subsections A and B of Section III of this Agreement.

"Project" means the development of property within the boundary of the reinvestment zone, and as described in the Preliminary Project Plan.

"Project Plan" means the project plan and reinvestment zone financing plan for the Zone, a true and correct copy of which is attached to this Agreement as **Exhibit 2,** and such amendments and revisions to such plan as may be adopted by the board of directors of the Zone and approved by the City Council of the City.

"Tax Increment Fund" means the tax increment fund created by the City in the City Treasury for the Zone.

"Zone" means Reinvestment Zone Number One, City of Peñitas, Texas, created by the City on November 3, 2004, by Ordinance No. 2004-05, a true and correct copy of said ordinance is attached to this Agreement as **Exhibit 1**, which ordinance was amended by the City on February 11, 2005, by Ordinance No. _____, a true and correct copy of which is attached to this agreement as **Exhibit 3.**

Otherwise, the terms used herein have the meanings ascribed to them in Chapter 311,

Texas Tax Code.

II. BACKGROUND

On November 3, 2004, the City created the Zone by adoption of City Ordinance No. 2004-05, for the purposes of development and redevelopment of the property within the Zone pursuant to the Project Plan. The City has agreed to participate in the Zone by contributing tax increments produced in the Zone to the Tax Increment Fund. The County desires to participate in the Zone in consideration for the agreements set forth below. The parties now desire to enter into an interlocal agreement pursuant to Section 311.013(f) of the Texas Tax Code.

III. OBLIGATIONS OF COUNTY

A. Tax Increment Participation.

For and in consideration of the agreements of the parties set forth herein, and subject to the remaining subsections of this section, the County agrees to participate in the Zone by contributing to the Tax Increment Fund during the term of this Agreement equal to the tax increment with respect to the Captured Appraised Value in the Zone attributable to the County based on the lesser of (i) $0.5095 per $100 of taxable valuation, or (ii) the actual Maintenance and Operations ad valorem tax rate levied by the County for the applicable tax year. The County shall additionally withhold five (5%) percent of the total amount each year for administrative costs.

B. County Tax Increment Limitation

The County is not obligated to pay the County Tax Increment Participation from any

source other than taxes collected on the Captured Appraised Value. Furthermore, the County has no duty or obligation to pay the County Tax Increment Participation from any other County taxes or revenues, or until the County Tax Increment Participation in the Zone is actually collected. The obligation to pay the County Tax Increment Participation accrues as taxes representing the County Tax Increment Participation are collected by the County, and payment with respect to all taxes collected as of January 31, shall be due on May 1 of each year the County participates in the Zone. Any portion of the taxes representing the County Tax Increment Participation that are paid to the County and subsequently refunded pursuant to the provision of the Texas Tax Code shall be offset against future payments to the Tax Increment Fund. Taxes remaining delinquent for five years shall be considered uncollectable.

Further, as provided in Section 311.013(d), Texas Tax Code, the County is not required to pay a tax increment into the tax increment fund of the zone after three years from the date the zone is created unless the following conditions exist or have been met within the three-year period: (1) bonds have been issued for the zone under Section 311.015, Texas Tax Code; or, (2) the municipality has acquired property in the zone pursuant to the project plan; or (3) construction of improvements pursuant to the project plan has begun in the zone.

C. Expansion of the Zone.

The obligation of the County to participate in the Zone is limited to the area described in the Project Plan. The County's participation does not extend to the tax increment on any additional property added to the Zone unless the County specifically agrees to participate in the

additional area.

D. Board of Directors

Notwithstanding anything to the contrary in City's Ordinance creating the Zone, pursuant to the provisions of Section 311.009(a), Texas Tax Code, the County shall have the unequivocal right to appoint and thereafter at all times maintain one (1) member on the Board of Directors of the Zone. Failure of the County to appoint a person to the Board of Directors of the Zone shall not be deemed a waiver of the County's right to make an appointment at a later date. The County will make best faith efforts to appoint and maintain a person to serve on the Board of Directors. The County may also appoint and maintain as many non-voting ex officio members on the Board of Directors of the Zone as the County may desire.

IV. OBLIGATIONS OF THE CITY AND THE ZONE

A. Project Plan

Any member of the County Commissioners Court may review and comment upon any amendment to the Project Plan prior to its approval by the City Commission. The City agrees to provide the County Judge and the County Auditor with any proposed amendments to the Project Plan at least fourteen (14) days prior to their submission to the City Commission for approval. The City agrees to work with the Zone Board of Directors to implement the Project Plan.

B. Disposition of Tax Increments

Upon termination of the Zone, and after all obligations and bonded indebtedness of the Zone have been paid, the City and the Zone shall pay to the County, within sixty (60) days of

said termination, all monies remaining in the Tax Increment Fund that are attributable to the County Tax Increment Participation paid by the County into the Tax Increment Fund.

C. Audits and Annual Reports

In the event the City recreates a redevelopment authority in connection with the Zone, the City shall provide to the County Judge and the County Auditor a copy of the each of the audits required by the agreement between the City, the Zone and any such redevelopment authority within thirty (30) days of receipt of each audit. All annual reports required by Chapter 311 of the Tax Code shall be provided to the County Judge and the County Auditor as required therein, and the County shall not be required to make payments under Article III unless it has received such reports. The County Auditor shall be authorized to audit Zone records at the County's expense upon reasonable notice to the Zone and the City.

D. Plats and Subdivisions

The Parties agree to cooperate to ensure that all tax accounts within the Zone be properly accounted for. The Zone agrees to use its best efforts to (i) provide such information as the County and the Hidalgo County Appraisal District may reasonable need to properly allocate tax accounts to the Zone, and (ii) provide copies of all plats approved within the Zone to the County Judge, the County Auditor.

V. TERM AND TERMINATION

A. Agreement Term

This Agreement becomes effective as of the date of the final signature hereto. The term of this Agreement shall commence with the tax year beginning on January 1, 2005. This Agreement shall terminate on the termination of the Zone as provided in Section 311.017 of the Texas Tax Code, unless earlier terminated by the parties hereto. Nothing in this Agreement limits the authority of the Hidalgo County Commissioners Court to extend the term of this Agreement. Upon termination of this Agreement, the obligation of the County to contribute to the Tax Increment Fund for the Zone shall end; however, any refund obligations of the City, the Zone or any related redevelopment authority shall survive such termination.

B. Early Termination

The Zone may terminate pursuant to the provisions of Section 311.017 of the Texas Tax Code.

VI. MISCELLANEOUS

A. Severability

In the event any term, covenant or condition herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained.

In the event any term, covenant or condition shall be held invalid and affects in any manner the limitations on the County's, or any other party's, contributions or participation, then neither the County, nor any other party, shall have any liability for any incremental or other payments as may otherwise be provided for in this Agreement.

B. Entire Agreement

This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (express or implied) or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

C. Written Amendment

Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of each party.

D. Notices

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third (3rd) day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address set out below or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.

The initial addresses of the parties, which any party may change by giving written notice of its changed address to the other parties, are as follows:

City

City Manager
P.O Box 204
Peñitas, Texas 78576

Hidalgo County

Hidalgo County Commissioners Court
Hidalgo County Courthouse
100 North Closner Blvd
Edinburg, Texas 78539

Attention: County Judge

Zone

Reinvestment Zone No. 1
c/o Hawes Hill Calderon, LLP
10103 Fondren Road # 300
Houston, Texas 77096
Attn: Bill Calderon

E. Non-Waiver

Failure of any party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any other right or remedy occurring as a result of any future default or failure of performance.

F. Assignment

No party shall assign this Agreement at law or otherwise without the prior written consent of the other parties. No party shall delegate any portion of its performance under this Agreement without the written consent of the other parties.

G. Successors

This Agreement shall bind and benefit the parties and their legal successors. This Agreement does not create any personal liability on the part of any officer, agent or employee of the City, the Zone or the County.

H. No Waiver of Immunity

No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein.

IN WITNESS HEREOF, the City, the County and the Zone have made and executed this Agreement in multiple copies, each of which is an original.

CITY OF PEÑITAS, TEXAS

_____
Mayor
City of Peñitas, Texas
Date: _____

ATTEST:

_____
City Secretary
City of Peñitas, Texas
Date: _____

COUNTERSIGNED:

City Attorney
Date: _____

HIDALGO COUNTY, TEXAS

By: _____
Name: _____
Title: County Judge
Date: _____

ATTEST:

_____
County Clerk
Date: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: County Attorney
Date:_____

REINVESTMENT ZONE NUMBER ONE,
CITY OF PEÑITAS, TEXAS

By: _____
Name: _____
Title: Chairman, Board of Directors
Date: _____

ATTEST/SEAL:

By:_____
Name: _____
Title: Secretary, Board of Directors
Date: _____

Department of Budget & Management
Strategic Planning Section

2818 S. Bus. Hwy. 281 • Edinburg, Texas 78539 • Phone: (956) 292-7025 • Fax: (956) 292-7034 • www.co.hidalgo.tx.us/budget

Agenda Item 12.D
TIRZ No. 1, City of Peñitas

DBM Recommendation:

No action pending incorporation of legal counsel recommendations made on June 27, 2008.

From: Erika Reyna [erika.reyna@co.hidalgo.tx.us]
Sent: Friday, June 27, 2008 3:29 PM
To: sergio.cruz@co.hidalgo.tx.us
Subject: FW: DVComparison_County InterlocalAgreementTIRZNo1 as of 021105-196552.doc

FYI

From: Debra Rosenberg [mailto:dgr@atlashall.com]
Sent: Friday, June 27, 2008 11:18 AM
To: 'Sofia Hernandez'; arcy.duran@auditor.co.hidalgo.tx.us
Cc: erika.reyna@co.hidalgo.tx.us
Subject: RE: DVComparison_County InterlocalAgreementTIRZNo1 as of 021105-196552.doc

Sofia,

Below are the additional comments on the version sent Wednesday afternoon.

- Why is Penitas capitalized everywhere it appears? When I first looked at the revisions, I thought that it had been changed to a defined term, but the defined term is "City". In the definition of City, Penitas should not be capitalized. Unless the ordinance named the zone with only Penitas in caps, it should not be capitalized in the definition of Zone. In the signature blocks, it should not be capitalized (except where it appears in bold).
- In the definition of Zone, the ordinance number should be filled in.
- In III.A., a possibility to correct the language would be to have it read "95% of the lesser of...." if I understood the intent of the last sentence properly.
- In III.B., at the end of the second sentence, insert "by the County" and where "all taxes" was inserted, change "all" to "such" In the added portion, insert "of a given year the County participates in the Zone" after "January 31" and "of such year with the first payment due May 1, 2009" after "May 1". at the end of that sentence delete "the County participates in the Zone". in the last sentence of the first paragraph insert "and any such taxes thereafter collected shall not be considered part of the County Tax Increment Participation. The County Auditor's determination as to the allocation of any taxes to a particular tax year shall be final."
- In IV.C., add "or other" after "All annual" and after "County Judge" replace "and" with "with a copy to" in both places it appears. (Statute requires the report to be sent to the chief executive officer.)
- In the new IV.D., delete the end of the first sentence beginning with "to ensure" and replace with "so that the City and the County properly account for all tax accounts within the Zone." and at the very end of the section, insert "and the Hidalgo County Appraisal District".
- The statute requires interest on delinquent payments.
- Recommend adding a list of exhibits.

Did I miss an e-mail--I do not have one with the exhibits so have not been able to review them yet. Also, can you confirm that there is not a second page to the auditor's original comments? It appeared that not all comments were addressed, but I have not yet seen a response from audit on the changes.

Please send a revised copy for review as soon as possible and in the meantime let me know if you have any questions.

Debra G. Rosenberg
Atlas & Hall, L.L.P.
818 Pecan Mailing address: P.O. Box 3725
McAllen, Texas 78501 McAllen, Texas 78502-3725
Telephone: (956) 632-8242 Fax: (956) 686-6109
Website: www.atlashall.com

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This communication does not reflect the intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transaction Act, or any other statute governing electronic transmissions.

U.S. Internal Revenue Service (IRS) Circular 230 Notice: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the U.S. Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

From: Sofia Hernandez [mailto:sofia.hernandez@hidalgocountyjudge.com]
Sent: Wednesday, June 25, 2008 2:39 PM
To: Debra Rosenberg; arcy.duran@auditor.co.hidalgo.tx.us
Cc: erika.reyna@co.hidalgo.tx.us
Subject: DVComparison_County InterlocalAgreementTIRZNo1 as of 021105-196552.doc

I only had one small change...highlighted in yellow. I have copies of exhibits and will forward those as pdf files later today. We are posting this item for July 1 ct so plz send in your comments. Thx, Sofia.

AI-9902 **12.E.**

Appointments to Regional Mobility Authority
CC REGULAR

Date: 07/01/2008
Submitted By: Erika Reyna, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: County Judge's Office

Information

CAPTION

Discussion and action relating to appointments to the Regional Mobility Authority.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/25/2008 01:54 PM	APRV
2	Veronica Lopez	Veronica Lopez	06/25/2008 02:01 PM	APRV
3	Auditor's Office	Linda Fong	06/25/2008 05:22 PM	APRV
4	Purchasing Department	Marty Salazar	06/25/2008 05:52 PM	APRV
5	Court Administrator	Monica Badillo	06/26/2008 09:05 AM	APRV

Form Started By: Erika Reyna — Started On: 06/25/2008 01:09 PM

Final Approval Date: 06/26/2008

AI-9931 **12.F.**

US Fish & Wildlife Check Presentation
CC REGULAR

Date: 07/01/2008
Submitted By: Roxanne De La Garza, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Area: County Judge's Office

Information

CAPTION

Presentation and acceptance of check by US Fish & Wildlife to Hidalgo County

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Check in the amount of $56,000.00

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/26/2008 07:51 AM	APRV
2	Erika Reyna	Erika Reyna	06/27/2008 10:51 AM	APRV
3	Auditor's Office		06/27/2008 05:24 PM	NEW

Form Started By: Roxanne De La Garza — Started On: 06/25/2008 04:51 PM

Final Approval Date: 06/27/2008

AI-9958 **12.G.**

Briefing of elections comm. mtg
CC REGULAR

Date: 07/01/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: County Judge's Office

Information

CAPTION

Briefing of Elections Commission Meeting held on Monday, June 30, 2008

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Monica Badillo	Started On: 06/27/2008 04:17 PM
Final Approval Date: 06/27/2008	

AI-9905 **13.A.**

Planning Department
CC REGULAR

Date: 07/01/2008
Submitted By: Nora Cavazos, PLANNING DEPT.
Submitted For: Raul Sesin
Department: PLANNING DEPT.
Agenda Area: Planning Department

Information

CAPTION

1. Preliminary Approval:
   a. Frontera Heights Phase 2 Subdivision - Pct. 1 (Anthony Gray)
   b. Saenz Acres Subdivision - Pct. 4 (Macario Saenz)
   c. Winston Commercial Plaza - Pct. 1 (Jane Ponton)

2. Final Approval:
   a. Leisure Valley Ranch RV and Mobile Home Park Phase 3 - Pct. 3 (Jack Martin)
   b. Amended Plat of Lots 1-8, Tesoro Estates Ph 2 - Pct. 1 (Leonor Hernandez)

BACKGROUND

Fiscal Impact

Attachments

Link: Frontera Hts Ph 2- Preliminary
Link: Frontera Hts Ph 2; Plat
Link: Saenz Acres - Preliminary
Link: Saenz Acres;Plat
Link: Winston Commercial - Preliminary
Link: Winston Commercial; Plat
Link: Leisure Valley Ranch Ph 3 - Final
Link: Leisure Valley Ranch Ph 3;Plat
Link: Amended Tesoro Estates Ph 2 - Final
Link: Amended Tesoro Estates 2 - Plat

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/25/2008 02:36 PM	APRV

2	Dale Kennan	Dale Kennan	06/26/2008 08:39 AM	APRV
3	Auditor's Office	Linda Fong	06/27/2008 08:12 AM	APRV
4	Purchasing Department		06/27/2008 05:24 PM	NEW

Form Started By: Nora Cavazos

Started On: 06/25/2008 02:06 PM

Final Approval Date: 06/27/2008

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: June 25, 2008

RE: **Frontera Heights Phase 2 Subdivision– Pct. 1**
Preliminary Approval

Frontera Heights Phase 2 Subdivision is a nine (9) lot subdivision located on the North side of 13 ½ Mile North Road and West of Mile 6 West Road.

The proposed Subdivision lies within the City of Weslaco E.T.J.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on February 26, 2008. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate forty five (45) feet on 13 ½ North Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis Test were conducted by Jose A. Gonzalez and approved by the Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Mile 6 West Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **June 24, 2008** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Weslaco.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Frontera Heights Phs II 3rd Review** **Page** 1 of 1

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		06-10-08	JRT
A	**1ST SHEET COMMENTS:** Please dedicate 15.24 feet exclusive easement to CP&L by this plat as a continuation from the dedicated 50 feet on Frontera Heights Ph I.		
B	Please show crow arrows at each property corner.		
C	PLAT NOTES 2] Provide revised to reflect LOMR date 5-30-08 13] Complete note by stating that ➢ *"Lot owner shall be responsible for the maintenance of the drainage swale".*		
D	Add Hidalgo County Health and ROW department certification to sheet one of the index to sheet.		
E	Please provide a copy of the CP&L blanket easement deed.		
F	**2ND SHEET COMMENTS:** On water engineer report please mention that *" the 8" water line will be installed inside a 15 foot N.A.W.S.C exclusive easement"* running west along the north side of Mile 13 ½ North Rd.		
G	Delete the last two sentence where you mention the installation date for the water meter installation and replace it with the fallowing; *"the entire water facilities have been approved and accepted by the NAWSC and will be operable as of the date of the recording of the plat"*		
H	As per final sewer engineering report please provide latest report when utilizing letter of credit, see attach sample.		
I	Provide subdivider certificate and statement with notary public certification acknowledgment.		
J	Correct subdivision name on final sewer engineering report.		
K	All modification on water and sewage engineer need to reflect on Spanish version.		
L	**3RD SHEET COMMENTS:** Provide revised to reflect LOMR date 5-30-08 on drainage report and engineer certification.		
M	Provide curb and gutter detail.		

PLAT OF FRONTERA HEIGHTS PHASE II SUBDIVISION

BEING A 9.555 ACRE TRACT OF LAND SITUATED IN HIDALGO COUNTY, TEXAS AND BEING OUT OF THAT CERTAIN 24.5 ACRE TRACT SUBDIVISION AS PER MAP RECORDED IN VOLUME 2, PAGES 24-27 OF THE HIDALGO COUNTY MAP RECORDS.

PREPARED BY: K.K. ENGINEERING CONSULTANT
DATE: JANUARY, 2008

GENERAL PLAT NOTES:

1. MINIMUM FINISH FLOOR NOTE:
18" ABOVE THE CENTER LINE OF STREET AND/OR 18" ABOVE THE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATES MAY BE REQUIRED FOR LOTS LOCATED OR NEAR A DESIGNATED FLOOD ZONE, AT TIME THAT SITE DEVELOPMENT PERMIT APPLICATION IS SUBMITTED TO THE CITY. ADDITIONAL FINISH FLOOR ELEVATIONS, BY SURVEYOR CERTIFICATE, MAY BE REQUIRED FOR ALL LOTS NEAR A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

2. FLOOD ZONE DESIGNATION:
ZONE "X" AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN, (C.P.N. 480334 0450C, MAP REVISED: JUNE 6, 2000

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

3. MINIMUM BUILDING SETBACKS ARE AS FOLLOWS:
FRONT ——— 50 FEET OR EASEMENT WHICHEVER IS GREATER.
REAR ——— 30 FEET OR EASEMENT WHICHEVER IS GREATER.
SIDE ——— 6 FEET OR EASEMENT WHICHEVER IS GREATER.
EAST SIDE OF LOT 8 — 20 FEET OR EASEMENT WHICHEVER IS GREATER.
SIDE CORNER —— 10 FEET EXCEPT 18 FEET FOR GARAGE.
OR EASEMENTS WHICHEVER IS GREATER IN ALL CASES.

4. THIS SUBDIVISION IS PROPERLY SERVED BY M.A.W.S.S. WATER SYSTEMS.

5. BOS. = 30.00 CENTER LINE INTERSECTION OF MILE 13 1/2 NORTH AND MILE 6 WEST (U.S.G.S. 1936 DATUM).

6. LOTS 6 & 8 SHALL HAVE NO ENTRANCE/ACCESS FROM MILE 13 1/2 NORTH RD.

7. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. ANY OTHER USES SHALL REQUIRE PLANNING DEPT., HEALTH DEPT., AND FIRE MARSHALL APPROVALS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

8. NO CONSTRUCTION SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, TREES, LANDSCAPING, POOLS, OR OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE USAGE, OR FLOW THEREIN, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9. EACH PURCHASER, CONTRACT BUYER, LESSEE OR TENANT, AND PURCHASER OF A LOT IN THIS SUBDIVISION IS HEREBY NOTIFIED THAT DRAINAGE, SEWER AND WATER SERVICE, SEWER ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THIS SUBDIVISION.

10. 5' STANDARD SIDEWALK SHALL BE PROVIDED FOR INTERIOR STREETS AND ALONG THE FRONT OF THE LOTS ON MILE 13 1/2 NORTH & BEHIND THE BACK OF CURB AT THE TIME OF BUILDING PERMIT ON THE LOT OWNER.

11. ALL BLOCK CORNERS, ANGLE POINTS AND POINTS OF CURVES AND ALL CORNERS OF BOUNDARY LINES OF SUBDIVISION HAVE BEEN MARKED WITH A ONE-HALF (1/2) INCH STEEL ROD, 18 INCHES IN LENGTH, SET IN THE CENTER OF A CONCRETE MONUMENT SIX (6) INCHES IN DIAMETER AND FORTY (40) INCHES DEEP WITH TOP FLUSH WITH THE FINISH GROUND SURFACE.

12. CORNER MARKERS CONSISTING OF A ONE-HALF (1/2) INCH STEEL ROD, 18 INCHES IN LENGTH, WITH PLASTIC CAP STAMPED "K.K.E." SHALL BEEN DRIVEN FLUSH WITH THE GROUND SURFACE TO MARK THE CORNERS OF ALL LOTS.

13. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAIN OR UTILITY EASEMENTS. OVERLAND EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALES.

14. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION AT THE TIME OF THE SURVEY.

15. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.

16. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 14.1 AC (UNC=0.51) ACRE - FEET OR 1,529 CUBIC FEET PER LOT) OF STORM WATER RUNOFF. DETAILED DESIGN TO BE SUBMITTED WITH THE FINAL DRAINAGE PLAN. DETENTION SHALL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 3 FOR STORM SEWER IMPROVEMENTS).

17. ALL PUBLIC UTILITY EASEMENTS DEDICATED BY THIS PLAT SHALL BE MINIMUM WIDTH OF 15.00 FEET OR PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES, AS SHOWN. THE OWNER(S) AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN ON PLAT IS THE DEVELOPER'S AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE MIX REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

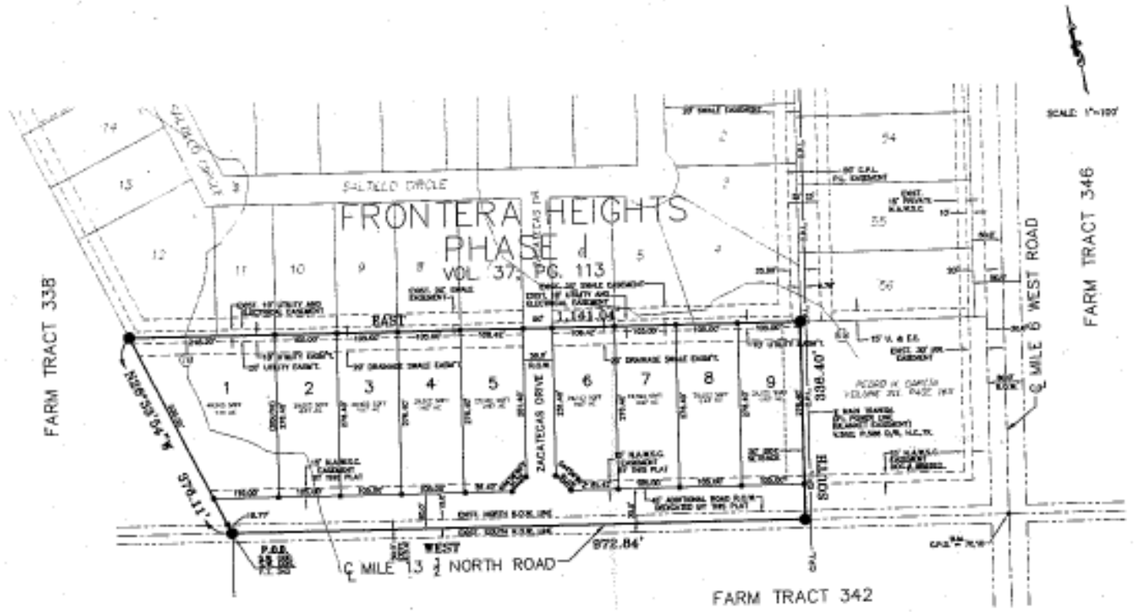
18. SEPTIC TANK NOTES:
SEPTIC SEWAGE FACILITIES (SEPTIC NOTE): THIS SUBDIVISION SHALL REQUIRE SEPTIC TANK FACILITIES IN ACCORDANCE WITH TCEQ AND THE HIDALGO COUNTY REGULATIONS FOR RURAL DEVELOPMENT. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN ODOT ON ALL LOTS.
A. ODOT SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE SYSTEM SHALL BE SUBMITTED FOR COMMERCIAL USE, AND MULTI-FAMILY.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. ODOT SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTED TO BE OF ALSO SUITABLE FOR THE SUBDIVISION SUBMITTED. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR THE PROPOSED SEPTIC TANK AND ABSORPTION SYSTEM. DEPTHS FOR A STANDARD SEPTIC TANK AND ABSORPTION SYSTEM.
E. APPROVED "ODOT" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

19. ANTHONY E. GRAY, THE OWNER & SUBDIVIDER OF FRONTERA HEIGHTS PHASE II, AGREES AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF SERVICING AS APPROVED ODOT ON THE LOT AS DETERMINED ON SHEET No. 3 OF THIS PLAT.

20. AN ODOT-TCEQ PERMIT FOR THE PLAT & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE SUBMITTED FOR COMMERCIAL INDUSTRIAL & MULTI-FAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR PERMIT DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND ODOT PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

21. SHADE DRIVEWAYS ARE REQUIRED FOR LOTS 1,2,3,4,5,6,7,8,9, AND SHALL BE CONSTRUCTED PRIOR TO FINAL APPROVAL OF BUILDING.

22. DEVELOPER TO PROVIDE STREET LIGHT AT TIME OF DEVELOPMENT OF SUBDIVISION AS REQUESTED BY CITY OF WESLACO.





K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
418 E. IRVINE
P.O. BOX 3400
(956) 630-0125
WESLACO, TEXAS 78599
FAX (956) 630-0219

FRONTERA HEIGHTS PH. II	
SUBDIVISION LOTS	
LOT	AREA (SQ.FT.)
1	21,780
2	21,780
3	21,780
4	21,780
5	21,780
6	21,780
7	21,780
8	21,780
9	21,780

INDEX TO SHEETS OF FRONTERA HEIGHTS PHASE II SUBDIVISION

SHEET 1: HEADING, NOTES, LOCATION MAP, AND TITLE PRINCIPAL CONTACTS; PLAT BOUNDARY, EASEMENTS, AND DEDICATION; CERTIFICATE OF PLAT APPROVAL; AND SURVEYOR'S CERTIFICATION
SHEET 2: CERTIFICATE OF OWNERSHIP AND DEDICATION; CERTIFICATE OF PLAT APPROVAL; CERTIFICATE OF COUNTY CLERK; CERTIFICATE OF SURVEYOR; AND CERTIFICATE OF ENGINEER
SHEET 3: CERTIFICATE OF DRAINAGE DISTRICT; CERTIFICATE OF COUNTY CLERK; CERTIFICATE OF ENGINEER; CERTIFICATE OF SURVEYOR; AND CERTIFICATE OF PLANNING & ZONING COMMISSION

METES AND BOUNDS

Being 9.555 acres of land situated in Hidalgo County, Texas, and being out of Farm Tract 343, West Tract Subdivision as per map recorded in Volume 2, Pages 24-27 of the Hidalgo County Map Records, and said 9.555 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a concrete monument found for the southwest corner of said Farm Tract 343 and this southwest corner of said tract herein described;

THENCE, North 10°23'34" West, with the west line of said Farm Tract 343, at a distance of 68.75 feet pass a found iron rod found for reference on the south right of way line of Mile 13 ½ North Road and continuing for a total distance of 1,216.11 feet to a ½-inch iron rod found for the northwest corner of said tract herein described;

THENCE, East, 1141.04 feet, with the north line of Frontera Heights Subdivision, Phase I, as per map recorded in Volume 37, Page 113 of said Hidalgo County Map Records, to a ½-inch iron rod found for the northeast corner of said tract herein described;

THENCE, South, with a line that is parallel to the east line of said Farm Tract 343, at a distance of 1121.40 feet pass a ½-inch iron rod found for reference on the south right of way line of said Mile 13 ½ North Road and continuing the a total distance of 1216.40 feet to a ½-inch iron rod found for the southeast corner of said tract herein described;

THENCE, West, 972.84 feet, with the south line of said Farm Tract 343 and with the centerline of said Mile 13 ½ North Road to the POINT OF BEGINNING and containing 9.555 acres of land more or less.

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF FRONTERA HEIGHTS PHASE II SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

ON _____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR _____ DATE _____

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF FRONTERA HEIGHTS PHASE II SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

ON _____

HIDALGO COUNTY ASSISTANT CHIEF SANITARIAN _____ DATE _____

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor") whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which Grantor hereby acknowledges, does hereby grant, bargain, sell, transfer, and convey to Grantee, its successors, and assigns, an exclusive perpetual easement with the right of ingress, egress, and access over Grantor's adjacent lands for the purpose of laying, constructing, maintaining, operating, repairing, replacing, and removing water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed fifty (50) feet in width, and Grantee shall have the right to determine the exact location of the easement herein granted within the boundaries of the above mentioned fifty (50) feet. Grantee shall have the right to install and maintain a valve or valves in said line at the point or points where the same crosses the property lines of Grantor. Grantee shall have the right to cut trim, and remove trees, undergrowth and other obstructions that may injure, endanger or interfere with the construction, use and maintenance of said pipeline and appurtenances. Grantee shall have the right to assign in whole or in part, or lease or sublease the rights herein granted. Grantee shall have the right of ingress and egress over the adjacent lands of Grantor for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding or removing all or part of its facilities and the right to relocate the pipeline within the easement as nearly as practicable to the location shown on the ground. Grantee shall bury the pipeline below plow depth. No building, improvements, or other structures shall be placed by Grantor, its successors, or assigns, within the boundaries of the easement, but Grantor may construct fences across the easement and may use the surface estate for agricultural, residential, and commercial purposes, provided such use does not interfere with the use of the easement by Grantee. Grantee shall have the right to remove any fence or other obstruction that injures, endangers or interferes with the exercise of the rights granted hereunder, and shall not be liable for damages caused by the removal. Grantee shall restore the surface of the easement to the condition existing prior to such entry as nearly as practicable.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and removal of the structures referred to herein. This agreement together with other provisions of the grant deed constitutes an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement granted herein was established or approved through Federal Homestead Rights Act of 1864 and the regulations issued pursuant thereto; for so long as the easement continues to be used for the same or similar purpose the grant hereunder continues to be used for the same or similar purpose the grant hereunder continues to be extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this ____ day of _____, 20__.

_____

_____

STATE OF TEXAS
COUNTY OF HIDALGO

THIS SUBDIVISION PLAT OF FRONTERA HEIGHTS PHASE II SUBDIVISION WAS APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, A.D. _____

_____
CHAIRMAN

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

FRONTERA HEIGHTS PHASE II SUBDIVISION IS LOCATED IN EAST HIDALGO COUNTY, JUST #1 OF THE NORTH SIDE OF MILE 13 1/2 MILE ROAD APPROX. 2007 WEST OF MILE 6 WEST RD. WESLACO POPULATION 31,442) IS THE NEAREST MUNICIPALITY. THE OFFICIAL MAP IN THE OFFICES OF THE SECRETARY OF THE CITY OF WESLACO AND HIDALGO COUNTY PLANNING DEPARTMENT. THIS SUBDIVISION LIES WITHIN WESLACO'S 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ), LOC 212.001.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	ANTHONY E. GRAY PRESIDENT OF STANDARD DEVELOPMENT INC.	1301 E. MONterey AVE.	WESLACO 78596	(956) 630-1015	(956) 630-1911
ENGINEER:	KENNETH S. KENDRICK P.E.	418 E. IRVINE AVE.	WESLACO 78596	(956) 630-7125	(956) 630-7219
SURVEYOR:	REYNALDO MORALES R.P.L.S.	P.O. BOX 3400	WESLACO 78599	(956) 969-2922	(956) 969-2921

STATE OF TEXAS
COUNTY OF HIDALGO

I, ANTHONY E. GRAY, PRESIDENT OF STANDARDS DEVELOPMENT, INC., A MARRIED PERSON, AS OWNER OF THE 9.555 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED FRONTERA HEIGHTS PHASE II SUBDIVISION HEREBY DESIGNATE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARK, AND EASEMENTS SHOWN HEREON.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE SECTION 232 AND THAT:
(A) ALL WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF TEXAS STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____
OWNER: TERRANATION DEVELOPMENT, INC.
ANTHONY E. GRAY, PRESIDENT
1301 E. MONTEREY
WESLACO, TEXAS 78596

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20__.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES

I, THE UNDERSIGNED, MAYOR OF THE CITY OF WESLACO, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCE OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

ATTEST: _____ MAYOR, CITY OF WESLACO, TEXAS
SECRETARY

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT No. 9 THIS _____ DAY OF _____, 200__ NO IMPROVEMENTS OF ANY SAID SHALL BE PLACED ON HIDALGO COUNTY IRRIGATION DISTRICT NO. 9 RIGHT-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE GENERAL MANAGER.

_____
GENERAL MANAGER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

I, THE UNDERSIGNED CERTIFIED THAT THE PLAT OF THE FRONTERA HEIGHTS PHASE II SUBDIVISION, WAS reviewed and approved by the Hidalgo County Commissioners Court as:

_____
Hidalgo County Judge _____ DATE

ATTEST: _____
Hidalgo County Clerk _____ DATE

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE DRAINAGE STANDARDS OF THE DISTRICT ADOPTED JANUARY 1994. WATER USES ESTABLISHED BY THE DISTRICT ARE NOT AFFECTED BY THIS PLAT. THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES IN THIS SUBDIVISION COMPLY WITH APPROVED PLANS OR GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

BY: _____
_____

STATE OF TEXAS
COUNTY OF HIDALGO
COUNTY CLERK'S RECORDING CERTIFICATE

I, _____ COUNTY CLERK OF HIDALGO COUNTY, certify that the plat bearing this certificate was filed for record in my office, duly _____ and _____ this _____ day of _____, 20__ at _____ o'clock _____ M. and duly recorded on _____, 20__ at _____ o'clock _____ M. in Volume _____ of the Plat Records of Hidalgo County in Volume _____, Page _____.

_____
_____
Hidalgo County Clerk

STATE OF TEXAS
COUNTY OF HIDALGO

I, KENNETH S. KENDRICK, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

_____
KENNETH S. KENDRICK P.E.
REG. PROFESSIONAL ENGINEER No. 97197
6-10-08

KENNETH S. KENDRICK
97197
REGISTERED PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR, No. 4002 IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT LAND, AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

_____
REYNALDO MORALES
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4002
P.O. BOX 3400
WESLACO, TEXAS 78599

REYNALDO MORALES
4002
REGISTERED PROFESSIONAL LAND SURVEYOR

SHEET 1 OF 3

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: June 25, 2008

RE: **Saenz Acres Subdivision– Pct. 4**
Preliminary Approval

Saenz Acres Subdivision is a three (3) lot subdivision located on the South side of FM 2812, approximately ½ mile West of Doolittle Road.

The proposed Subdivision lies within the Rural Area of the County

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on November 20, 2007. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty (20) feet on FM 2812 Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing twelve (12) inch waterline on FM 2812 Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **June 24, 2008** subject to staff comments and future recommendations by Planning and other departments.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

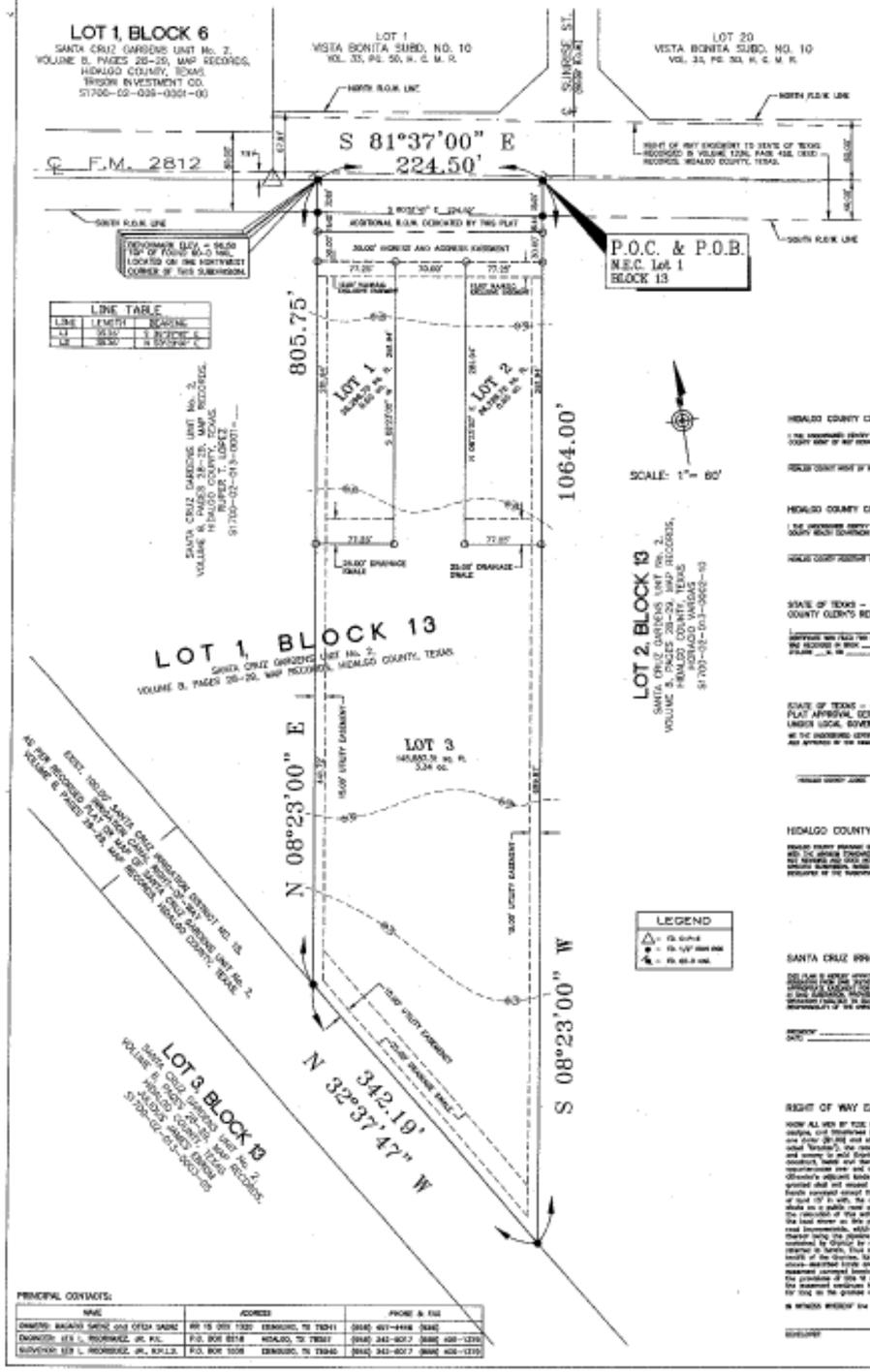
Name of Subdivision: **Saenz Acres 2nd Review** **Page** 1 of 1

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	**Date** **06-19-08**	**Initials** **JRT**
A	**1ST SHEET COMMENTS:** Additional road ROW should be dedicated (offset) from the existing south road ROW of FM 2812 and not from the original north lot line of the property. All horizontal lot line bearing dimension should be reference from the existing road ROW because the original property lot line does not align with center line of FM 2812.		
B	Extend lot line to new additional road ROW line and correct all dimension lot line and corner pins with all modifications.		
C	METES & BOUNDS: Total distances on 2nd and 3rd callouts do not match with drawing.		
D	PLAT NOTES: 1] Provide correct plat note if any other use other than single family dwelling will be use for subd lots. 2] Modify note to read; *"A 24 foot driveway entrance with safety ends shall be constructed prior to any building permit being issue to lots 1 through 3. Said entrance drive shall be center on lot 3 to provide ingress and egress to lots 1 through 3 from FM 2812."* 3] Correct flood zone designation, and community panel number to new revise to reflect to LOMR. 4] This plat note should be part of plat note #3. 5] Minimum finish floor elevation should be 18" above center line of road or 18" above natural ground elevation. 6] Delete this note because a legend chart description is already provided. 10] Complete Hidalgo County Drainage District No.1 name and correct total detention calculation to coincide with approved drainage report. 11] BM description does not coincide with drawing and also you are not mentioning the DATUM. 12] Please use complete and correct OSSF note restriction (see attachment) **Attach please find a copy of our new Hidalgo County general subdivision plat notes.**		
E	**2ND SHEET COMMENTS:** Final water engineering report is incomplete, see attached sample for guidance		
F	Provide correct subdivider certificate and statement when utilizing a letter of credit see attach sample.		
G	All modification on water and sewer engineering report should be reflected on Spanish version.		
H	Submit TxDOT utility crossing permit for water line prior to final approval.		
I	Complete construction cost estimate chart and submit original approved by project engineer to our office.		
J	See sheet one for comments on index to sheet description.		
K	**3RD SHEET COMMENTS:** Provide approved TxDOT permits for proposed driveway.		
L	Show proposed driveways for lots 1 and 2 using 30 access easement and share driveway entrance.		
M	Please dimension existing street pavement for FM 2812.		
N	Please correct drainage report to coincide with approved report by HCDD#1. Engineering certification is incorrect it does not apply to this subdivision. Correct community panel number.		

DATE OF PREPARATION: FEB. 20, 2008

SAENZ ACRES SUBDIVISION

A 4.02 ACRE TRACT OF LAND
BEING THE EAST HALF OF LOT ONE (1) BLOCK THIRTEEN (13),
SANTA CRUZ GARDENS UNIT NUMBER TWO (2),
AS PER MAP RECORDED IN VOLUME 8, PAGES 28-29,
MAP RECORDS, HIDALGO COUNTY, TEXAS.



PRINCIPAL CONTACTS:

NAME	ADDRESS	PHONE & FAX
OWNERS: AGAPITO SAENZ AND OFELIA SAENZ	401 FE DEL TORO EDINBURG, TX 78541	(956) 607-4466 (SAE)
ENGINEER: LEO L. RODRIGUEZ, JR. P.E.	P.O. BOX 6518 HIDALGO, TX 78557	(956) 242-8017 (956) 400-1270
SURVEYOR: LEO L. RODRIGUEZ, JR. R.P.L.S.	P.O. BOX 1030 EDINBURG, TX 78540	(956) 242-8017 (956) 400-1270

STATE OF TEXAS – COUNTY OF HIDALGO

I (WE), AGAPITO SAENZ AND OFELIA SAENZ, AS OWNER (S) OF THE 4.020 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SAENZ ACRES SUBDIVISION, HEREBY SUBDIVIDE SAID LAND AS DESIGNATED ON THE SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARKS, AND EASEMENTS SHOWN HERE.

I, (WE) FURTHER STATE THAT ALL STREETS, PARKS AND EASEMENTS SHOWN HEREON WERE LOCATED AND LAID OUT (A) TO SUIT MY (OUR) CONVENIENCE AND THAT ANY AND ALL DEDICATIONS AND RESTRICTIONS ARE IMPOSED IN ACCORDANCE WITH (B) THE ZONING ORDINANCE AND (C) THE SUBDIVISION ORDINANCE OF THE CITY OF EDINBURG, TEXAS, AND (D) ALL OTHER APPLICABLE ORDINANCES, RULES AND REGULATIONS OF THE CITY OF EDINBURG, TEXAS, AND (E) ALL OTHER APPLICABLE LAWS OF THE STATE OF TEXAS AND THE UNITED STATES OF AMERICA.

(A) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT (S) WITHIN THIS SUBDIVISION ARE UNDERGROUND WITH THE EXCEPTION OF (1) ELECTRICAL FEEDER LINES LOCATED ALONG THE PERIMETER BOUNDARY LINES OF THIS SUBDIVISION, (2) ELECTRICAL TRANSFORMERS, METERS AND PEDESTALS MAY BE LOCATED ABOVE GROUND, AND (3) ELECTRICAL CONNECTIONS PREVIOUSLY PROVIDED TO LOTS WITHIN THIS SUBDIVISION MAY BE SERVED BY OVERHEAD LINES AND POLES.

(B) ALL STREET LIGHTS INSTALLED WITHIN THIS SUBDIVISION SHALL BE UNDERGROUND WITH THE EXCEPTION OF (1) STREET LIGHTS MOUNTED ON WOOD POLES WHICH ARE SERVED BY OVERHEAD ELECTRICAL FEEDER LINES LOCATED ALONG THE PERIMETER BOUNDARY LINES OF THIS SUBDIVISION, AND (2) STREET LIGHTS MOUNTED ON WOOD POLES WHICH ARE SERVED BY ELECTRICAL LINES LOCATED WITHIN THIS SUBDIVISION.

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT (S) WITHIN THIS SUBDIVISION ARE UNDERGROUND WITH THE EXCEPTION OF (1) ELECTRICAL FEEDER LINES LOCATED ALONG THE PERIMETER BOUNDARY LINES OF THIS SUBDIVISION, (2) ELECTRICAL TRANSFORMERS, METERS AND PEDESTALS MAY BE LOCATED ABOVE GROUND, AND (3) ELECTRICAL CONNECTIONS PREVIOUSLY PROVIDED TO LOTS WITHIN THIS SUBDIVISION MAY BE SERVED BY OVERHEAD LINES AND POLES.

I (WE) ATTEST THAT THE ALIGNMENTS INDICATED ON THIS PLAT ARE TRUE AND CORRECT.

BY: _____ DATE: _____
AGAPITO SAENZ
401 FE DEL TORO
EDINBURG, TX 78541

BY: _____ DATE: _____
OFELIA SAENZ
401 FE DEL TORO
EDINBURG, TX 78541

STATE OF TEXAS – COUNTY OF HIDALGO
PUBLIC NOTARY CERTIFICATE

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED, AGAPITO SAENZ AND OFELIA SAENZ, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ___ DAY OF _____, 2008

_____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

METES AND BOUNDS

A 4.02 ACRE TRACT OF LAND BEING THE EAST HALF OF LOT ONE (1) BLOCK THIRTEEN (13), SANTA CRUZ GARDENS UNIT NUMBER TWO (2), AS PER MAP RECORDED IN VOLUME 8, PAGES 28-29, MAP RECORDS, HIDALGO COUNTY, TEXAS, ACCORDING TO THE OFFICIAL MAP OF SAID SUBDIVISION ON FILE IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 60-D NAIL FOUND AT THE NORTHWEST CORNER OF SAID LOT ONE (1) BLOCK THIRTEEN (13), SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF F.M. 2812;

THENCE, S 81°37'00" E, ALONG THE EAST LINE OF LOT 1, AND THE WEST LINE OF LOT 2, BLOCK 13, AT 40.00 FEET PASSING A FOUND 1/2" IRON ROD, AT 265.04 FEET PASSING A FOUND 1/2" IRON ROD MARKING THE SOUTHEAST CORNER OF LOT 1, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 2, BLOCK 13, AT 305.04 FEET PASSING THE SOUTHEAST CORNER OF LOT 2, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 3, BLOCK 13, AT 413.60 FEET PASSING A FOUND 1/2" IRON ROD MARKED FOR THE SOUTHEAST CORNER OF LOT 3, BLOCK 13, AND THE NORTHEAST CORNER OF THE TRACT OF LAND HEREIN DESCRIBED, IN ALL A TOTAL DISTANCE OF 1064.00 FEET TO A 60-D NAIL SET FOR THE SOUTHEAST CORNER OF THE TRACT OF LAND HEREIN DESCRIBED, AND FROM WHICH A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 1, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 2, BLOCK 13, BEARS S 81°37'00" E, A DISTANCE OF 224.50 FEET;

THENCE, S 08°23'00" W, ALONG THE EAST LINE OF LOT 1, BLOCK 13, AND THE WEST ROW LINE OF AN EXISTING IRRIGATION CANAL, AT 805.75 FEET PASSING A FOUND 1/2" IRON ROD MARKED FOR THE NORTHEAST CORNER OF LOT 3, BLOCK 13, AND THE NORTHWEST CORNER OF LOT 2, BLOCK 13, AT 1064.00 FEET PASSING A FOUND 1/2" IRON ROD MARKED FOR THE SOUTHEAST CORNER OF LOT 2, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 1, BLOCK 13, AT A DISTANCE OF 1,342.19 FEET PASSING A 60-D NAIL SET FOR THE SOUTHEAST CORNER OF LOT 1, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 3, BLOCK 13, AT A DISTANCE OF 1,447.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 3, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 4, BLOCK 13, AT A DISTANCE OF 1,552.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 4, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 5, BLOCK 13, AT A DISTANCE OF 1,657.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 5, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 6, BLOCK 13, AT A DISTANCE OF 1,762.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 6, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 7, BLOCK 13, AT A DISTANCE OF 1,867.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 7, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 8, BLOCK 13, AT A DISTANCE OF 1,972.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 8, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 9, BLOCK 13, AT A DISTANCE OF 2,077.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 9, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 10, BLOCK 13, AT A DISTANCE OF 2,182.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 10, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 11, BLOCK 13, AT A DISTANCE OF 2,287.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 11, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 12, BLOCK 13, AT A DISTANCE OF 2,392.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 12, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 13, BLOCK 13, AT A DISTANCE OF 2,497.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 13, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 14, BLOCK 13, AT A DISTANCE OF 2,602.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 14, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 15, BLOCK 13, AT A DISTANCE OF 2,707.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 15, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 16, BLOCK 13, AT A DISTANCE OF 2,812.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 16, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 17, BLOCK 13, AT A DISTANCE OF 2,917.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 17, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 18, BLOCK 13, AT A DISTANCE OF 3,022.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 18, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 19, BLOCK 13, AT A DISTANCE OF 3,127.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 19, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 20, BLOCK 13, AT A DISTANCE OF 3,232.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 20, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 21, BLOCK 13, AT A DISTANCE OF 3,337.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 21, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 22, BLOCK 13, AT A DISTANCE OF 3,442.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 22, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 23, BLOCK 13, AT A DISTANCE OF 3,547.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 23, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 24, BLOCK 13, AT A DISTANCE OF 3,652.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 24, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 25, BLOCK 13, AT A DISTANCE OF 3,757.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 25, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 26, BLOCK 13, AT A DISTANCE OF 3,862.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 26, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 27, BLOCK 13, AT A DISTANCE OF 3,967.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 27, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 28, BLOCK 13, AT A DISTANCE OF 4,072.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 28, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 29, BLOCK 13, AT A DISTANCE OF 4,177.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 29, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 30, BLOCK 13, AT A DISTANCE OF 4,282.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 30, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 31, BLOCK 13, AT A DISTANCE OF 4,387.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 31, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 32, BLOCK 13, AT A DISTANCE OF 4,492.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 32, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 33, BLOCK 13, AT A DISTANCE OF 4,597.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 33, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 34, BLOCK 13, AT A DISTANCE OF 4,702.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 34, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 35, BLOCK 13, AT A DISTANCE OF 4,807.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 35, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 36, BLOCK 13, AT A DISTANCE OF 4,912.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 36, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 37, BLOCK 13, AT A DISTANCE OF 5,017.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 37, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 38, BLOCK 13, AT A DISTANCE OF 5,122.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 38, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 39, BLOCK 13, AT A DISTANCE OF 5,227.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 39, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 40, BLOCK 13, AT A DISTANCE OF 5,332.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 40, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 41, BLOCK 13, AT A DISTANCE OF 5,437.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 41, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 42, BLOCK 13, AT A DISTANCE OF 5,542.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 42, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 43, BLOCK 13, AT A DISTANCE OF 5,647.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 43, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 44, BLOCK 13, AT A DISTANCE OF 5,752.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 44, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 45, BLOCK 13, AT A DISTANCE OF 5,857.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 45, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 46, BLOCK 13, AT A DISTANCE OF 5,962.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 46, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 47, BLOCK 13, AT A DISTANCE OF 6,067.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 47, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 48, BLOCK 13, AT A DISTANCE OF 6,172.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 48, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 49, BLOCK 13, AT A DISTANCE OF 6,277.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 49, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 50, BLOCK 13, AT A DISTANCE OF 6,382.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 50, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 51, BLOCK 13, AT A DISTANCE OF 6,487.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 51, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 52, BLOCK 13, AT A DISTANCE OF 6,592.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 52, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 53, BLOCK 13, AT A DISTANCE OF 6,697.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 53, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 54, BLOCK 13, AT A DISTANCE OF 6,802.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 54, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 55, BLOCK 13, AT A DISTANCE OF 6,907.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 55, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 56, BLOCK 13, AT A DISTANCE OF 7,012.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 56, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 57, BLOCK 13, AT A DISTANCE OF 7,117.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 57, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 58, BLOCK 13, AT A DISTANCE OF 7,222.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 58, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 59, BLOCK 13, AT A DISTANCE OF 7,327.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 59, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 60, BLOCK 13, AT A DISTANCE OF 7,432.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 60, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 61, BLOCK 13, AT A DISTANCE OF 7,537.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 61, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 62, BLOCK 13, AT A DISTANCE OF 7,642.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 62, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 63, BLOCK 13, AT A DISTANCE OF 7,747.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 63, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 64, BLOCK 13, AT A DISTANCE OF 7,852.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 64, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 65, BLOCK 13, AT A DISTANCE OF 7,957.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 65, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 66, BLOCK 13, AT A DISTANCE OF 8,062.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 66, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 67, BLOCK 13, AT A DISTANCE OF 8,167.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 67, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 68, BLOCK 13, AT A DISTANCE OF 8,272.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 68, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 69, BLOCK 13, AT A DISTANCE OF 8,377.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 69, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 70, BLOCK 13, AT A DISTANCE OF 8,482.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 70, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 71, BLOCK 13, AT A DISTANCE OF 8,587.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 71, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 72, BLOCK 13, AT A DISTANCE OF 8,692.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 72, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 73, BLOCK 13, AT A DISTANCE OF 8,797.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 73, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 74, BLOCK 13, AT A DISTANCE OF 8,902.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 74, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 75, BLOCK 13, AT A DISTANCE OF 9,007.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 75, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 76, BLOCK 13, AT A DISTANCE OF 9,112.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 76, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 77, BLOCK 13, AT A DISTANCE OF 9,217.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 77, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 78, BLOCK 13, AT A DISTANCE OF 9,322.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 78, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 79, BLOCK 13, AT A DISTANCE OF 9,427.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 79, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 80, BLOCK 13, AT A DISTANCE OF 9,532.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 80, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 81, BLOCK 13, AT A DISTANCE OF 9,637.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 81, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 82, BLOCK 13, AT A DISTANCE OF 9,742.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 82, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 83, BLOCK 13, AT A DISTANCE OF 9,847.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 83, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 84, BLOCK 13, AT A DISTANCE OF 9,952.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 84, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 85, BLOCK 13, AT A DISTANCE OF 10,057.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 85, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 86, BLOCK 13, AT A DISTANCE OF 10,162.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 86, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 87, BLOCK 13, AT A DISTANCE OF 10,267.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 87, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 88, BLOCK 13, AT A DISTANCE OF 10,372.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 88, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 89, BLOCK 13, AT A DISTANCE OF 10,477.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 89, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 90, BLOCK 13, AT A DISTANCE OF 10,582.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 90, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 91, BLOCK 13, AT A DISTANCE OF 10,687.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 91, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 92, BLOCK 13, AT A DISTANCE OF 10,792.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 92, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 93, BLOCK 13, AT A DISTANCE OF 10,897.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 93, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 94, BLOCK 13, AT A DISTANCE OF 11,002.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 94, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 95, BLOCK 13, AT A DISTANCE OF 11,107.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 95, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 96, BLOCK 13, AT A DISTANCE OF 11,212.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 96, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 97, BLOCK 13, AT A DISTANCE OF 11,317.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 97, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 98, BLOCK 13, AT A DISTANCE OF 11,422.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 98, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 99, BLOCK 13, AT A DISTANCE OF 11,527.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 99, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 100, BLOCK 13, AT A DISTANCE OF 11,632.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 100, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 101, BLOCK 13, AT A DISTANCE OF 11,737.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 101, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 102, BLOCK 13, AT A DISTANCE OF 11,842.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 102, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 103, BLOCK 13, AT A DISTANCE OF 11,947.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 103, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 104, BLOCK 13, AT A DISTANCE OF 12,052.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 104, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 105, BLOCK 13, AT A DISTANCE OF 12,157.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 105, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 106, BLOCK 13, AT A DISTANCE OF 12,262.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 106, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 107, BLOCK 13, AT A DISTANCE OF 12,367.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 107, BLOCK 13, AND THE NORTHEAST CORNER OF LOT 108, BLOCK 13, AT A DISTANCE OF 12,472.19 FEET PASSING A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 108, BLOCK 13, AND THE NORTHEAST CORNER OF L

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: June 25, 2008

RE: **Winston Commercial Plaza - Pct. 1**
Preliminary Approval

Winston Commercial Plaza is a six (6) commercial lot subdivision located at the Northeast intersection of Mile 12 North Road and Mile 4 West.

The proposed Subdivision lies within the City of Weslaco E.T.J.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on January 17, 2008. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate thirty (30) feet on Mile 4 West Road and ten feet on Mile 12 North Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis Test were conducted by Jose A. Gonzalez and approved by the Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Mile 12 North Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **June 24, 2008** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Weslaco.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Winston Commercial Plaza 1st Review** **Page** 1 of 1

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		05-09-08	JRT
A	**1ST SHEET COMMENTS:** Provide site plans for lots 1 and 4.		
B	Minimum easement for utility and drainage swale is 15 feet.		
C	Provide a corner clip for lot 1 of 50x50.		
D	Verify with HCROW dept if they have any concern with the existing 25' MVEC inside Mile 12 North Road.		
E	Correct easement labeling on the rear of lots 1 through 4.		
F	Drainage easement and NAWSC easement do not match with 2 & 3rd sheet of the plat.		
G	Label P.O.B. on drawing as per Metes and Bounds description.		
H	Provide index to sheet description chart for each sheet.		
I	PLAT NOTES: 2] Front setback for lots 1 through 5 should be at 50 feet and 20 feet for lot 1 side corner. 5] Show location of BM on drawing as describe in plat note. 15&18] Complete plat notes see attachment sample. ➔ See attachment for additional plat notes.		
J	Complete sheet number 1 of 3 on sheet title block.		
K	As per index to sheet description please mention that property is located in the north east corner of mile 4 west roads and Mile 12 north road.		
L	**2ND SHEET COMMENTS:** Commercial title "A" plat does not require the water and sewer engineer report.		
M	If you want, you may include the topo and drainage layout on this sheet with drainage report and swale detail.		
N	Provide Flange elevation for all proposed fire hydrant.		
O	Show existing storm drainage pipes on topo and drainage layout only and verify if there is an existing easement for drainage line.		
P	Verity if there is an easement for the existing overhead power line along the east ROW line of Mile 4 west.		
Q	Easement design does not coincide with 1st sheet.		
R	Construction cost estimate and subdivider certificate and statement do not apply to title "A" plat.		
S	**3RD SHEET COMMENTS:** Show location of share driveway with culvert and safety ends and label for contractor to re-grade road side ditch for mile 4 west road and mile 12 North road.		
T	As per share driveway entrance please extend pavement 59 feet in from lot line to provide a 24 feet side access for each lot. Provide a share drive entrance detail, refer to 3rd sheet for sample design.		

SUBDIVISION PLAT OF:

WINSTON COMMERCIAL PLAZA SUBDIVISION

A 6.74 ACRE TRACT OF LAND BEING THE WEST 6.74 ACRES OF LOT 5, THE HIGHLANDS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1780791, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 6.74 ACRE TRACT OF LAND BEING THE WEST 6.74 ACRES OF LOT 5, THE HIGHLANDS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 8, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1780791, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE SET AT THE INTERSECTION OF THE CENTERLINE OF MILE 12 NORTH ROAD AND MILE 4 WEST ROAD FOR THE SOUTHWEST CORNER OF LOT 4 AND THE SOUTHEAST CORNER OF THE TRACT;

THENCE: S 01°13'09"E (MAP RECORD: SOUTH), ALONG THE WEST LINE OF LOT 5 AND THE CENTERLINE OF MILE 4 WEST ROAD, A DISTANCE OF 1320.81 FEET (DEED RECORD: 1320.00 FEET) TO A COTTON PICKER SPINDLE FOUND FOR THE SOUTHWEST CORNER OF LOT 5 AND THE NORTHWEST CORNER OF THE TRACT;

THENCE, N 88°46'51" E (DEED RECORD: N 88°46'51" E) (MAP RECORD: EAST), ALONG THE SOUTH LINE OF LOT 5, PASSING A 5/8" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4606 SET AT 20.00 FEET AT THE EAST RIGHT OF WAY LINE OF MILE 4 WEST ROAD, A TOTAL DISTANCE OF 391.54 FEET (DEED RECORD: 391.46 FEET) TO A 5/8" IRON ROD FOUND FOR THE NORTHWEST CORNER OF NEW SUBDIVISION DESCRIBED IN VOLUME 27, PAGE 23-A, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHEAST CORNER OF THIS TRACT;

THENCE: S 01°13'09"E (MAP RECORD: SOUTH), ALONG THE WEST LINE OF NEW SUBDIVISION, PASSING A 5/8" IRON ROD FOUND AT 749.79 FEET FOR THE NORTH RIGHT OF WAY LINE OF MILE 12 NORTH ROAD, A TOTAL DISTANCE OF 769.79 FEET (DEED RECORD: 760.00 FEET) TO A COTTON PICKER SPINDLE SET ON THE CENTERLINE OF MILE 12 NORTH ROAD FOR THE SOUTHWEST CORNER OF NEW SUBDIVISION AND THE SOUTHEAST CORNER OF THIS TRACT;

THENCE: S 88°46'51"W (MAP RECORD: WEST), ALONG THE SOUTH LINE OF LOT 5 AND THE CENTERLINE OF MILE 12 NORTH ROAD, A DISTANCE OF 391.54 FEET (DEED RECORD: 391.46 FEET) TO THE POINT OF BEGINNING AND CONTAINING 6.74 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH WARRANTY DEED WITH VENDOR'S LIEN, PROPERTIES LIMITED COUNTY CLERK'S DOCUMENT NUMBER 1780791, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

ALFONSO QUINTANILLA — 4606 — REGISTERED PROFESSIONAL LAND SURVEYOR — STATE OF TEXAS

ALFONSO QUINTANILLA
R.P.L.S. No. 4606

12-6-07
DATE

NOTE:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE HIDALGO STANDARDS OF THE DISTRICT AND WITH CHAPTER 232 OF THE TEXAS WATER CODE AS AMENDED, THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE ADEQUATE FOR THE INTENDED PURPOSE. BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE SUCH DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF WINSTON COMMERCIAL PLAZA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY ENGINEER OF MAY DEPARTMENT ON _____

HIDALGO COUNTY ENGINEER OF MAY DEPARTMENT — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF WINSTON COMMERCIAL PLAZA SUBDIVISION HAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, JANE FONTON, AS OWNER OF THE 6.74 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED WINSTON COMMERCIAL PLAZA SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREON.

I) I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §212.012 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS ON SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

JANE FONTON
1205 N. MUNDEN DR. N.
MCALLEN, TEXAS 78503

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared JANE FONTON, proved to me through her Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20__.

LILIA A. GUEVARA — Notary Public, State of Texas — My Commission Expires July 23, 2008

LILIA A. GUEVARA— NOTARY PUBLIC

CITY OF MISSION
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE §212.0065(c) AND §212.0115(b)

WE THE UNDERSIGNED CERTIFY that this plat of the WINSTON COMMERCIAL PLAZA SUBDIVISION, was reviewed by the City Council of the City of Mission, TX.

Mayor of the City of Mission — Date

ATTEST: _____
Secretary of the City of Mission — Date

CITY OF MISSION
CERTIFICATE OF PLANNING AND ZONING APPROVAL

I THE UNDERSIGNED CERTIFY that this plat of the WINSTON COMMERCIAL PLAZA SUBDIVISION, was reviewed by the Planning and Zoning of the City of Mission, TX.

Chairperson of the City of Mission — Date

ATTEST: _____
Secretary of the City of Mission — Date

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the WINSTON COMMERCIAL PLAZA SUBDIVISION, was reviewed and approved by the Hidalgo County Commissioners Court on _____

Hidalgo County Judge — Date

ATTEST: _____
Hidalgo County Clerk — Date

COUNTY CLERK'S RECORDING CERTIFICATE

STATE OF TEXAS, COUNTY OF HIDALGO, COUNTY CLERK OF HIDALGO COUNTY, certify that the plat bearing this certificate was filed for record at _____ o'clock ____ M. on _____, and was recorded in Book _____ Short(s) _____ the Plat Records of Hidalgo County in _____ Volume _____ on _____.

_____
Hidalgo County Clerk

THIS PLAT APPROVED BY THE HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT # 9, DATED THIS _____ DAY OF _____, 20__.

ALL IMPROVEMENTS OF AND WORK SHALL BE PLACED UPON HOOD OR BOARD-OF-WAY OR EASEMENTS WHERE THE SUBDIVIDER MAINTAIN PERFORMANCE OF H.C.I.D.C.I. #9. NOTICE: THE FINISHED FLOOR OF EVERY HOUSE WILL BE NO GREATER THAN THE RATE OF FLOW OF DRAIN WATER WHICH THE LAND WAS IN AGRICULTURAL USE.

_____
GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO

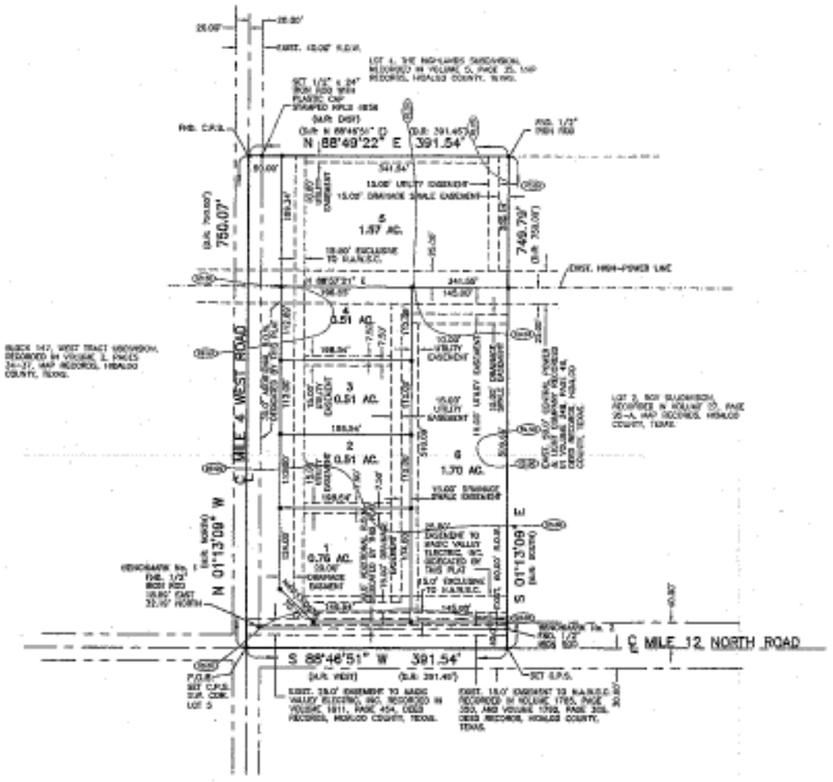
I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

ALFONSO QUINTANILLA — 98934 — LICENSED PROFESSIONAL ENGINEER — STATE OF TEXAS

ALFONSO QUINTANILLA
P.E. No. 98934

5-12-08
DATE

SCALE: 1"=100'



RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid to North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and maintain on, over, across, through, under, along, adjacent to, and upon the property of Grantor described on this plat, together with the right of ingress and egress over Grantor's adjacent lands, all for purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the easement is limited, the easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of lines within that are installed, Grantee further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of following relocated road within that strip of land adjacent to (along the side of) improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, construction, maintenance, repair, and relocation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. Said easement is subject to the provisions of Title VI of the Civil Rights Act of 1964, and the regulations issued thereunder by the U.S. Government to the effect that no person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity for which Grantee received Federal financial assistance and which was extended or that we keep on the Grantee land is, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this ____ day of _____, 20__.

JANE FONTON

REVISION NOTES

No.	Mark	REVISION	Date	Approved

LOCATION MAP — SCALE: 1" = 1000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

WINSTON COMMERCIAL PLAZA SUBDIVISION, IS LOCATED IN THE EAST HIDALGO COUNTY ON THE NORTHEAST CORNER OF MILE 4 WEST ROAD AND MILE 12 NORTH ROAD. THE EXACT NEAREST EXTRATERRITORIAL IS THE CITY OF MISSION ACCORDING TO THE OFFICIAL MAP ON THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (POPULATION 33,445). WINSTON COMMERCIAL PLAZA SUBDIVISION, LIES APPROXIMATELY 1.75 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S FIVE-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND LIES IN PRECINCT NO. 1.

PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "C"
AREAS OF MINIMAL FLOODING, (NO SHADING)
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN
COMMUNITY-PANEL No. 480334 0450 B
EFFECTIVE DATE: JANUARY 2, 1980
THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN, AS SHOWN ON FLOOD INSURANCE RATE MAP NO. 480334 0450 B, EFFECTIVE DATE: JUNE 6, 1990, HIDALGO MAY BE SUBJECT TO THE NATIONAL FLOOD INSURANCE PROGRAM'S MANDATORY PURCHASE REQUIREMENT. FLOOD INSURANCE ADMINISTRATOR GUIDELINES AND CRITERIA AND ANY LOCAL FLOOD PLAIN ORDINANCES. ALL CONSTRUCTION WITHIN THE 100-YEAR FLOOD PLAIN SHALL BE APPROVED BY THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1.
CONSTRUCTION OF RESIDENTIAL BUILDINGS WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOODPLAIN IS PROHIBITED UNLESS THE HOUSING STRUCTURE FLOOR ELEVATION MEETS THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. 4001-4128 AND 24 C.F.R. 1910.3(b)).

2.- SETBACKS:

FRONT FOR LOTS 1-5	50.00 FEET
FRONT FOR LOT 6	40.00 FEET
REAR	15.00 FEET
SIDE	6.00 FEET
CORNER SIDE	25.00 FEET

OR EASEMENT WHICHEVER IS GREATER IN ALL CASES

3.- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

4.- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY NOT BE REQUIRED FOR LOTS LOCATED OUTSIDE A FLOODPLAIN, FLOOD ZONE AT THE TIME PRIOR APPLICATION FOR CONSTRUCTION TO VERIFY THIS AND POST CONSTRUCTION/AS BUILT FLOOD ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WHEN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.- BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS ESTABLISHED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
BENCHMARK No. 1 ELEV. 69.64
FOUND AT AN IRON ROD, 18.64 FEET EAST FROM SOUTHWEST CORNER OF THIS SUBDIVISION, AND 20.18 FEET NORTH OF CENTER LINE OF MILE 12 NORTH ROAD.
N.A.V.D. 88 DATUM.
BENCHMARK No. 2 ELEV. 69.64
FOUND AT AN IRON ROD, 30.0 FEET NORTH FROM SOUTHEAST CORNER OF THE SUBDIVISION.
N.A.V.D. 88 DATUM.

6.- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REGULATIONS, THIS DEVELOPMENT WILL BE REQUIRED TO RETAIN A TOTAL OF 18,018.06 CUBIC FEET 0.04 ACRE FEET OF STORM WATER RUNOFF. DRAINAGE RETAINED IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No.2.

7.- I, JANE FONTON, THE OWNER & SUBDIVIDER OF PLAZA SUBDIVISION, WINSTON COMMERCIAL HEREBY AN EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AS APPROVED DEEP ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

8.- LEGEND = = DENOTES 1/2"x24" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4606, UNLESS OTHERWISE NOTED.

9.- ON-SITE SEWAGE FACILITIES (SHEET) NOTE:
NO SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN LOT ON ALL LOTS.
A. ON-SITE SYSTEM IN ZERO DESIGNED FOR INSPECTION OF DESIGNED FOR SEWAGE DISPOSAL.
B. EACH LOT THAT PLAN COMPLETE WITH THE MINIMUM 21,780 SQUARE FEET LOT AND WITH POTABLE WATER SUPPLY.
C. SEPTIC SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EVIDENTS MAY BE ALSO SEEN ON THE ATTACH LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTION DRAINFIELD SYSTEM.
E. REQUIRED "SOAK" SYSTEMS APPROVALS IS REQUIRED INCLUDING REMOVAL OF PLANNING MATERIAL PRIOR TO OCCUPYING A LOT.

10.- NO CONSTRUCTION SHALL BE PERMITTED WHICH ANY DRAINAGE, EASEMENT WORK, OR WORK CAUSE ANY PONDING, RUNOFFS, WATER, DRAINAGE WATER, AS WELL AS STORM WATER RUNOFF FROM ROOF, DRIVEWAYS, PARKING AREAS, GRADING CHANGE, DRAIN, OR BUSHWORK AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WHEN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

11.- EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT REGARDING HOW AND WHERE WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

12.- ALL PUBLIC UTILITIES EASEMENTS DESCRIBED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS FOR THE HIDALGO COUNTY LOCAL SUBDIVISION RULES OF SUBDIVISION. THIS PLAT SUPERSEDES ANY EASEMENT THAT ALL OTHER EASEMENTS SHOWN CONFLICT WITH THE SIZE RECORDED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

13.- AN OFF-STREET PARKING LOT SITE-PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED ON COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR A BUILDING PERMIT OR A DRAINAGE PERMIT TO THE DEVELOPMENT PERMIT. NO PERMIT OR LOAN CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND GRADE PLAN ARE APPROVED, AND CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

14.- ANY SIDEWALKS ARE PLACED IN THIS SUBDIVISION AT THE ROUGHS OF THE CITY OF MISSION.
ALL STRUCTURES ARE PLACED ON A NON-FIRE RATED SYSTEM.
THE PERIMETER OF THE LOTS WITHOUT CURBS AND GUARANTEE THAT NO DEFICIENCY PROVIDED DURING A FIRE AND THE ENGINEER DOES NOT WARRANT THE SAME.

15.- ALL LOTS SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. ALL LOTS ARE FOR INDIVIDUAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR SALES. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, SOUTH DEVELOPMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

16.- LOT 1 SHALL BE REQUIRED HIDALGO MILE 4 WEST ROAD AND MILE 12 NORTH ROAD AT TIME OF ISSUING PERMIT BY LOT OWNER.

17.- THE DEVELOPER WILL BE RESPONSIBLE FOR THE STREET LIGHT INSTALLATION.

18.- LOTS 1-3 AND 3-6 SHALL HAVE SHARED ACCESS TO MILE 4 WEST ROAD, A 24 FOOT SHARED ENTRANCE DRIVEWAY WITH CULVERT AND SAFETY ENDS SHALL BE CONSTRUCTED CENTERED BETWEEN LOTS 1&2 AND 3&4 TO PROVIDE INGRESS AND EGRESS FROM MILE 4 WEST ROAD OF DEVELOPER PRIOR TO ITEM APPROVAL. SEE SHEET No. 2 FOR ENTRANCE DRIVEWAY DETAIL.

19.- DRAINAGE SWALE EASEMENTS (NOTE): NO FILL OR PERMANENT OBSTRUCTIONS SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT WHICH ENHANCE SWALE SHALL BE KEPT CLEAR OF FENCES, BUILDING, PLANTINGS AND OTHER OBSTRUCTIONS THAT WOULD DISTURBS WITH THE OPERATION OF THE DRAINAGE SWALE DRAINAGE SWALE EASEMENTS. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

20.- ANY PARKING LOT CONSTRUCTION OVER THE N.A.W.S.C. (NORTH ALAMO WATER SUPPLY CORPORATION) EASEMENT SHALL BE REQUIRED IN WRITING APPROVAL FROM N.A.W.S.C. BEFORE A BUILDING PERMIT MAY BE ISSUED.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	JANE FONTON	1205 N. MUNDEN DR. N.	MCALLEN, TX 78503	(956) 668-8988	
ENGINEER	ALFONSO QUINTANILLA, P.E.	124 E. STAHL	EDINBURG, TX 78539	(956)381-6450	381-0697
SURVEYOR	ALFONSO QUINTANILLA, R.P.L.S.	124 E. STAHL	EDINBURG, TX 78539	(956)381-6450	381-0697

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STAHL ST. EDINBURG, TEXAS 78539
PHONE 956-381-6450 FAX 956-381-0697

SHEET NO. 1 OF 2 SHEETS	SCALE: 1"=100' (HORIZONTAL) (VERTICAL)
DATE PREPARED	REFERENCE NO.
12-6-07	4JPC
JOB NUMBER	DRAWN BY
0612.03	CHECKED BY
	APPROVED BY

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: June 25, 2008

RE: **Leisure Valley Ranch RV and MH Park Phase 3 Subdivision– Pct. 3**
Final Approval

Leisure Valley Ranch RV and MH Park Phase 3 is a one hundred eleven (111) lot subdivision located on West side of Western Road approximately ¾ mile North of Expressway 83.

The proposed Subdivision lies within the City of Mission E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on September 28, 2007. The proposed subdivision lies within Zone "C" as per FEMA's FIRM.

The proposed subdivision plat will dedicate seventeen (17) feet on Western Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by Hidalgo County MUD No. 1.

Water Services will be provided by Hidalgo County MUD No. 1. There is an existing six (6) inch waterline on Gogey Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat received Preliminary Approval from the Hidalgo County Commissioner's Court on November 13, 2007. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **June 24, 2008**.

MAP OF
LEISURE VALLEY RANCH
R.V. AND MOBILE HOME PARK
PHASE III

BEING A RESUBDIVISION OF 15.926 ACRES
OUT OF A CERTAIN 208.61 ACRE TRACT
BEING A PART OR PORTION OF PORCION 79
HIDALGO COUNTY, TEXAS

INDEX TO SHEET OF LEISURE VALLEY RANCH R.V. AND MOBILE HOME PARK PHASE III

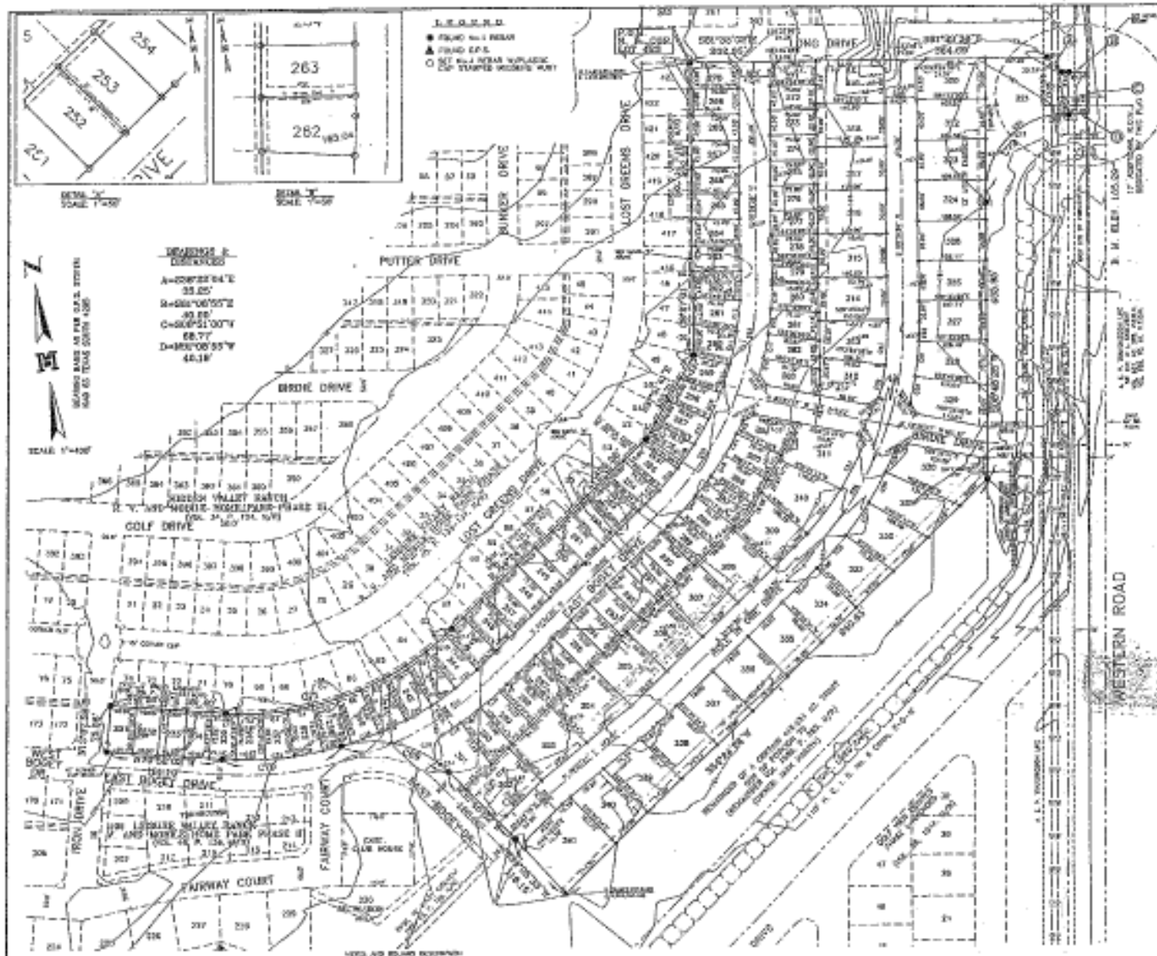
SHEET 1: HEADING, INDEX, LOCATION MAP AND SITE PLAN(PLAT, CONTACTS), MAP, LOT, STREETS, AND EASEMENT LAYOUT, DESCRIPTION (METES AND BOUNDS), ENGINEER'S CERTIFICATION SURVEYOR'S CERTIFICATION, PLAT NOTES AND RESTRICTIONS), OWNER'S DEDICATION, CERTIFICATION, ATTESTATION, CITY APPROVAL CERTIFICATE, IRRIGATION DISTRICT, H.C.W.I.D. No. 1, CCN#15, H.C. E.U.W.D. AND H.C.M.U.D. CERTIFICATIONS, ELLIOTT'S DEVELOPMENT CERTIFICATE, REVISION NOTES.

SHEET 2: WATER AND SANITARY SEWER STATEMENT, SURVEYOR'S STATEMENT, ENGINEER'S CERTIFICATION, WATER DETAILS, EMERGENCY SEWER DETAILS

SHEET 3: WATER AND EMERGENCY SEWER DISTRIBUTION

SHEET 4: DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, DRAINAGE DETAILS, PAVING DETAILS

SHEET 5: MAP OF TOPOGRAPHY AND DRAINAGE.



HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE MAINTENANCE OFFICER) THAT THIS PLAT OF LEISURE VALLEY RANCH R.V. AND MOBILE HOME PARK PHASE III WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY ENGINEER ON THIS _____ DAY OF _____, 20__.

HIDALGO COUNTY ENGINEER _____ DATE _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.003 (A)

I, THE HIDALGO COUNTY ENGINEER) THAT THIS PLAT OF LEISURE VALLEY RANCH R.V. AND MOBILE HOME PARK PHASE III WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____.

HIDALGO COUNTY ENGINEER _____ DATE _____

ATTEST: _____ DATE _____
HIDALGO COUNTY JUDGE

CITY OF MISSION
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.0065 AND § 212.0066

I, THE CITY SECRETARY) THAT THIS PLAT OF LEISURE VALLEY RANCH R.V. AND MOBILE HOME PARK PHASE III WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION ON:

_____ DATE _____
THE CITY OF MISSION

ATTEST: _____ DATE _____
SECRETARY OF THE CITY OF MISSION

CITY OF MISSION
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.0065 AND § 212.0066

THIS PLAT OF LEISURE VALLEY RANCH R.V. AND MOBILE HOME PARK PHASE III WAS SUBMITTED TO AND CONSIDERED BY THE PLANNING & ZONING COMMISSION OF THE CITY OF MISSION, TEXAS AND IS HEREBY APPROVED BY SAID COMMISSION.

ON _____ DATE _____

TITLE _____

COUNTY CLERK'S RECORDING CERTIFICATE

STATE OF TEXAS, COUNTY OF HIDALGO, I HEREBY CERTIFY THAT THIS PLAT WAS RECORDED THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE, ON THE _____ DAY OF _____, 20__, AT _____ O'CLOCK ____ M., AND DULY RECORDED IN VOLUME _____, PAGE _____, OF THE PLAT RECORDS OF HIDALGO COUNTY, TEXAS, ON _____.

_____ DEPUTY
HIDALGO COUNTY CLERK

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
   STUDIES FOR INFORMATION ZONE "X", AREA OF MINIMAL FLOODING (PANEL NO. 480334 0005 E, EFFECTIVE: NOVEMBER 16, 1982) THE SUBJECT TRACT LIES WITHIN THE SEVERABLE EASEMENT AND THE PROPOSED STREET RIGHT-OF-WAY LIES WITHIN THE 100-YEAR FLOOD PLAIN.
   THE OWNER HEREBY ACKNOWLEDGES AND AGREES THAT NO LOT SHALL THEREIN BE CONVEYED UNTIL ALL SEWER IMPROVEMENTS HAVE BEEN COMPLETED AND APPROVED BY THE HIDALGO COUNTIES WATER IMPROVEMENT DISTRICT NO. 1 AND/OR THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 AND/OR THE HIDALGO COUNTY MUNICIPAL UTILITY DISTRICT NO. 1.

2. SETBACKS: (NOT GREATER FOR EASEMENTS
   FOR LOTS 1-11, THROUGH 122 (RESIDENTIAL MOBILES AND MOBILE HOMES)
   FRONT: 15.00 FEET
   REAR: 10.00 FEET
   SIDE: 5.00 FEET
   SIDE: 5.00 FEET
   CORNER: 15.00 FEET
   CHANNEL: 50.00 FEET

   FOR LOTS 208 THROUGH 346 (RESIDENTIAL BRICK HOMES)
   FRONT: 15.00 FEET
   REAR: 10.00 FEET
   SIDE: 5.00 FEET
   CORNER: 15.00 FEET
   CHANNEL: 50.00 FEET

3. MINIMUM FINISH FLOOR ELEVATION:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF THE STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
   EXCEPTION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AS THE SAME FOR APPLICATIONS FOR CONSTRUCTION IN COUNTY AND AREA FLOOD CONSTRUCTION WITHIN FLOOD ELEVATION. (AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION).

4. NO OBSTRUCTION REMARKS:

5. SUSTAINABLE NOTE:
   THE FOLLOWING SUSTAINABLE AND DESIGNED BY THE FIRM OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
   BLK. NO. 1 - LOTS 340-20 INCLUDE: (1) DESIGNATION SIGNS ON TOP OF EAST BOUND AT LOST GREENS DRIVE AT LOST GREENS DRIVE AND BRODIE DRIVE.
   BLK. NO. 2 - LOTS INCLUDE: (1) DESIGNATION, TOP OF "T"-"A" INLET LOCATED ON THE EAST SIDE OF HOME IN ONE ENTIRE, WEST OF FINISH THE FOREMOST CORNER OF LOT 337.

6. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT HAS BE DESIGNED TO CONTAIN A TOTAL OF 15.227 CUBIC FEET OR 1.645 ACRE-FEET OF STORM WATER RUNOFF, DRAINAGE DISTRICT IN ACCORDANCE WITH THE LOCAL REQUIREMENTS THIS BE ACCOMPLISHED AS FOLLOWS: DEVELOPMENT WILL BE DESIGNED WITHIN THE OFFSITE DETENTION FACILITIES OF THE NEW SEN DEVELOPMENT PLANNED LOCATED WEST OF THE DEVELOPMENT OF SAID SUBDIVISION.

7. ALL STRUCTURES SHALL BE CONSTRUCTED OVER ANY EASEMENTS, ENCROACHMENTS SHALL BE SUBJECT TO THE APPROVAL OF THE HIDALGO COUNTIES WATER IMPROVEMENT DISTRICT NO. 1 AND/OR HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 AND/OR THE HIDALGO COUNTY MUNICIPAL UTILITY DISTRICT NO. 1, EXCEPT FOR FENCES, WHICH SHALL BE ALLOWED WITHIN SAID EASEMENTS, BUT SHALL BE SUBJECT TO REMOVAL WITHOUT COMPENSATION TO THE OWNER, LESSEE, OR ASSIGNS WHEN NECESSARY FOR THE MAINTENANCE AND OPERATION OF THE UTILITIES. ALL LOTS MUST BE FURNISHED WITH UNDERGROUND ELECTRIC SERVICE, EXCEPT FOR LOTS 1 THROUGH 11 AND 122 WHICH ARE ALLOWED TO HAVE OVERHEAD ELECTRIC SERVICE. ALL LOTS MUST BE FURNISHED WITH UNDERGROUND TELEPHONE SERVICE. ALL LOTS MUST BE FURNISHED WITH UNDERGROUND CABLE TELEVISION SERVICE. ALL LOTS MUST BE FURNISHED WITH UNDERGROUND GAS SERVICE. ALL LOTS MUST BE FURNISHED WITH UNDERGROUND STREET LIGHTING SERVICE.

8. ALL STREETS SHALL BE DEDICATED OPEN AND EASEMENTS DEDICATED SHALL BE SUBJECT TO THE APPROVAL OF THE HIDALGO COUNTIES WATER IMPROVEMENT DISTRICT NO. 1 AND/OR HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 AND/OR THE HIDALGO COUNTY MUNICIPAL UTILITY DISTRICT NO. 1, EXCEPT FOR FENCES, WHICH SHALL BE ALLOWED WITHIN SAID EASEMENTS, BUT SHALL BE SUBJECT TO REMOVAL WITHOUT COMPENSATION TO THE OWNER, LESSEE, OR ASSIGNS WHEN NECESSARY FOR THE MAINTENANCE AND OPERATION OF THE UTILITIES. ALL LOTS MUST BE FURNISHED WITH UNDERGROUND ELECTRIC SERVICE, EXCEPT FOR LOTS 1 THROUGH 11 AND 122 WHICH ARE ALLOWED TO HAVE OVERHEAD ELECTRIC SERVICE. ALL LOTS MUST BE FURNISHED WITH UNDERGROUND TELEPHONE SERVICE. ALL LOTS MUST BE FURNISHED WITH UNDERGROUND CABLE TELEVISION SERVICE. ALL LOTS MUST BE FURNISHED WITH UNDERGROUND GAS SERVICE. ALL LOTS MUST BE FURNISHED WITH UNDERGROUND STREET LIGHTING SERVICE.

9. ALL STREETS SHALL BE DEDICATED OPEN AND EASEMENTS DEDICATED SHALL BE SUBJECT TO THE APPROVAL OF THE HIDALGO COUNTIES WATER IMPROVEMENT DISTRICT NO. 1 AND/OR HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 AND/OR THE HIDALGO COUNTY MUNICIPAL UTILITY DISTRICT NO. 1, EXCEPT FOR FENCES, WHICH SHALL BE ALLOWED WITHIN SAID EASEMENTS, BUT SHALL BE SUBJECT TO REMOVAL WITHOUT COMPENSATION TO THE OWNER, LESSEE, OR ASSIGNS WHEN NECESSARY FOR THE MAINTENANCE AND OPERATION OF THE UTILITIES. ALL LOTS MUST BE FURNISHED WITH UNDERGROUND ELECTRIC SERVICE, EXCEPT FOR LOTS 1 THROUGH 11 AND 122 WHICH ARE ALLOWED TO HAVE OVERHEAD ELECTRIC SERVICE. ALL LOTS MUST BE FURNISHED WITH UNDERGROUND TELEPHONE SERVICE. ALL LOTS MUST BE FURNISHED WITH UNDERGROUND CABLE TELEVISION SERVICE. ALL LOTS MUST BE FURNISHED WITH UNDERGROUND GAS SERVICE. ALL LOTS MUST BE FURNISHED WITH UNDERGROUND STREET LIGHTING SERVICE.

10. THIS SUBDIVISION IS WITHIN THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 AND/OR HIDALGO COUNTY MUNICIPAL UTILITY DISTRICT NO. 1.

11. ALL PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT SHALL BE SUBJECT TO THE APPROVAL OF THE HIDALGO COUNTIES WATER IMPROVEMENT DISTRICT NO. 1 AND/OR HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 AND/OR HIDALGO COUNTY MUNICIPAL UTILITY DISTRICT NO. 1, EXCEPT FOR FENCES, WHICH SHALL BE ALLOWED WITHIN SAID EASEMENTS, BUT SHALL BE SUBJECT TO REMOVAL WITHOUT COMPENSATION TO THE OWNER, LESSEE, OR ASSIGNS WHEN NECESSARY FOR THE MAINTENANCE AND OPERATION OF THE UTILITIES. ALL LOTS MUST BE FURNISHED WITH UNDERGROUND ELECTRIC SERVICE, EXCEPT FOR LOTS 1 THROUGH 11 AND 122 WHICH ARE ALLOWED TO HAVE OVERHEAD ELECTRIC SERVICE. ALL LOTS MUST BE FURNISHED WITH UNDERGROUND TELEPHONE SERVICE. ALL LOTS MUST BE FURNISHED WITH UNDERGROUND CABLE TELEVISION SERVICE. ALL LOTS MUST BE FURNISHED WITH UNDERGROUND GAS SERVICE. ALL LOTS MUST BE FURNISHED WITH UNDERGROUND STREET LIGHTING SERVICE.

12. ALL ADDRESS ON TO LOT 122 (SEE NEIGHBOR HOME)

13. EXISTING 15' DRAIN EASEMENT ALONG THE RIGHT OF LOTS 204 TO 208 AS SHOWN ON LEISURE VALLEY RANCH R.V. AND MOBILE HOME PARK PHASE II RECORDED IN VOL. 45, PG. 108, H.C.M.R. IS ABANDONED BY THIS PLAT.

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

KNOW MEN:

I, JACK MARTIN OF THE CITY OF MISSION, TEXAS, HEREINAFTER REFERRED TO AS OWNER, OF LEISURE VALLEY RANCH R.V. AND MOBILE HOME PARK PHASE III, CONTAINING 15.926 ACRES, DO HEREBY ADOPT THIS MAP TO BE KNOWN AS LEISURE VALLEY RANCH R.V. AND MOBILE HOME PARK PHASE III, SITUATED IN HIDALGO COUNTY, TEXAS, AND DO HEREBY DEDICATE TO THE PUBLIC USE THE STREETS, PARKS, AND EASEMENTS SHOWN HEREON.

I HEREBY SWEAR THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE APPLICABLE STATE STANDARDS;

(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC SYSTEMS MEET, OR WILL MEET, THE APPLICABLE REQUIREMENTS OF STATE STANDARDS;

(C) ELECTRICAL CONNECTIONS PROVIDE OR TO THE LOTS MEET, OR WILL MEET, THE APPLICABLE STATE STANDARDS; AND

(D) ANY CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE APPLICABLE STATE STANDARDS.

I ATTEST THAT THE CADASTRAL ASSERTED IN THIS PLAT ARE TRUE AND CORRECT.

_____ 5-14-08
BY: JACK MARTIN — DATE
TITLE: PRESIDENT OF MISSION, TEXAS ISSUER

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED JACK MARTIN KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 14th DAY OF May, 2008.

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: 9-24-2009

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. SMITH, A REGISTERED PROFESSIONAL LAND SURVEYOR AND ASSOCIATED ENGINEERING COMPANY OF MISSION, HIDALGO COUNTY, TEXAS, HEREBY CERTIFY THAT THIS PLAT AND DESCRIPTION OF THE LEISURE VALLEY RANCH R.V. AND MOBILE HOME PARK PHASE III, WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON _____ AND THAT THE PROPER ENGINEERING AND SURVEYING MONUMENTS SET OR FOUND AS SHOWN HEREON.

_____ 5-9-08
FRED L. SMITH — DATE
REG. # 54151
STATE OF TEXAS

FRED L. SMITH
4790
LICENSED PROFESSIONAL ENGINEER

FRED L. SMITH
54151
REGISTERED PROFESSIONAL LAND SURVEYOR

HIDALGO COUNTY MUNICIPAL UTILITY DISTRICT NO. 1
CERTIFICATE OF PLAT APPROVAL

THE PLAT OF LEISURE VALLEY RANCH R.V. AND MOBILE HOME PARK PHASE III HAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY MUNICIPAL UTILITY DISTRICT NO. 1 ON:

_____ 5-14-08
PRESIDENT — DATE

HIDALGO COUNTY MUNICIPAL UTILITY DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION DISTRICT WITH THE HIDALGO TEXAS WATER OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211 AND THAT THE PLANS WERE REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE CONSTRUCTED DESIGNED AND APPROPRIATE FOR THE SPECIFIC SUBDIVISION, SINCE IT'S EXCLUSIVELY ACCEPTED ENGINEERING CRITERIA IS AS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO BARE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

SITE AREAS

LOT	SQ.FT.	ACRES
BLK 331 - 3,000	SQ.FT.	0.06 AC
BLK 332 - 3,000	SQ.FT.	0.06 AC
BLK 333 - 3,000	SQ.FT.	0.06 AC
BLK 334 - 3,000	SQ.FT.	0.06 AC
BLK 335 - 3,000	SQ.FT.	0.06 AC
BLK 336 - 3,000	SQ.FT.	0.06 AC
BLK 337 - 3,000	SQ.FT.	0.06 AC
BLK 338 - 3,000	SQ.FT.	0.06 AC
BLK 339 - 3,000	SQ.FT.	0.06 AC
BLK 340 - 3,000	SQ.FT.	0.06 AC
BLK 341 - 3,000	SQ.FT.	0.06 AC
BLK 342 - 3,000	SQ.FT.	0.06 AC
BLK 343 - 3,000	SQ.FT.	0.06 AC
BLK 344 - 3,000	SQ.FT.	0.06 AC
BLK 345 - 3,000	SQ.FT.	0.06 AC
BLK 346 - 3,000	SQ.FT.	0.06 AC
BLK 347 - 3,000	SQ.FT.	0.06 AC
BLK 348 - 3,000	SQ.FT.	0.06 AC
BLK 349 - 3,000	SQ.FT.	0.06 AC
BLK 350 - 3,000	SQ.FT.	0.06 AC

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED ENGINEER) THAT THIS PLAT OF LEISURE VALLEY RANCH R.V. AND MOBILE HOME PARK PHASE III WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY ENGINEER ON THIS _____ DAY OF _____, 2008.

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

REVISION NOTES			SHEET 1 OF 5 SHEETS
NO.	SHEET	REVISION	DATE	APPROVED

FOR SUBMISSION
SURVEYED ONLY: _____ DATE: _____
DRAWN BY: R. OLIVAS, R.P.L.S.
SURVEYOR, ENGINEER OR ARCHITECT — DATE

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE, EDINBURG, TX 78541
P.O. BOX 1984, EDINBURG, TEXAS 78540
PHONE: (956) 381-0981 FAX: (956) 381-1839

PRINCIPAL CONTACTS: NAME — ADDRESS — CITY & ZIP — PHONE — FAX

OWNER: JACK MARTIN — 7000 N. EXPRESSWAY 83 MISSION, TX. 78572 — (956) 585-4121 — (956) 585-7601

ENGINEER: MELDEN & HUNT INC. — 115 W. McINTYRE — EDINBURG, TX. 78539 — (956) 381-0981 — (956) 381-1839

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: June 25, 2008

RE: **Amended Plat of Lots 1 – 8, Tesoro Estates Subdivision– Pct. 1**
Final Approval

Amended Plat of Lots 1-8, Tesoro Estates Subdivision is an eight (8) lot subdivision located on West side of Mile 6 ½ West Road approximately ¼ mile South of US Expressway 83.

The proposed Subdivision lies within the City of Weslaco E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on February 19, 2003. The proposed subdivision lies within Zone "X Shaded" as per FEMA's FIRM.

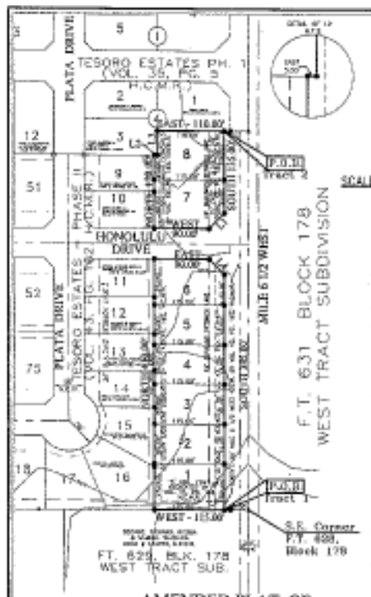
The proposed subdivision plat will dedicate twenty five (25) feet on Mile 6 ½ West Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services are being provided by City of Weslaco.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing twelve (12) inch waterline on Mile 6 ½ West Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. This amendment is to remove a twenty (20) foot irrigation easement along Lots 1 – 8 and reduce the front setback of said lots from forty (40) feet to twenty five (25) feet.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **June 24, 2008**.



SCALE: 1" = 100'

AMENDED PLAT OF
LOTS 1-8
TESORO ESTATES PHASE II

A 1.486 ACRES CONSISTING OF 2 TRACTS
TRACT I: 1.075 ACRES BEING ALL OF LOTS 1-6
TRACT II: 0.411 OF ONE ACRE BEING ALL OF LOTS 7-8
TESORO ESTATES PHASE II
AS PER MAP RECORDED IN VOLUME 43, PAGE 182
HIDALGO COUNTY MAP RECORDS
HIDALGO COUNTY, TEXAS

NOTES AND BEARING ASSUMPTION (TRACT I):

A TRACT OF LAND CONTAINING LOTS ACRES, BEING ALL OF LOTS 1-6, TESORO ESTATES PHASE II ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 43, PAGES 182-183, HIDALGO COUNTY MAP RECORDS, SAID 1.075 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" REBAR FOUND ON THE CURRENT WEST RIGHT-OF-WAY LINE OF MILE 6 1/2 WEST AND AT THE SOUTHEAST CORNER OF LOT 1, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE WEST ALONG THE SOUTH LINE OF TESORO ESTATES PHASE II AND THE SOUTH LINE OF LOT 1, A DISTANCE OF 110.80 FEET TO A 1/2" REBAR FOUND AT THE SOUTHWEST CORNER OF LOT 1 FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH ALONG THE WEST LINES OF LOTS 1-6, A DISTANCE OF 419.00 FEET TO A 1/2" REBAR FOUND ON THE CURRENT SOUTH RIGHT-OF-WAY LINE OF HONOLULU DRIVE, AND THE NORTHWEST CORNER OF LOT 6, FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE EAST ALONG THE CURRENT SOUTH RIGHT-OF-WAY LINE OF HONOLULU DRIVE AND THE NORTH LINE OF LOT 6, A DISTANCE OF 101.66 FEET TO A 1/2" REBAR FOUND AT THE WESTERNMOST NORTHEAST CORNER OF LOT 6 FOR THE WESTERNMOST NORTHEAST CORNER OF THIS TRACT;

THENCE S 45° 00' 00" E ALONG A CORNER CLIP AND THE NORTH LINE OF LOT 6, A DISTANCE OF 35.35 FEET TO A NO. 4 REBAR FOUND ON THE CURRENT WEST RIGHT-OF-WAY LINE OF MILE 6 1/2 WEST AND THE EASTERNMOST NORTHEAST CORNER OF LOT 6 FOR THE EASTERNMOST NORTHEAST CORNER OF THIS TRACT;

THENCE SOUTH ALONG THE CURRENT WEST RIGHT-OF-WAY LINE OF MILE 6 1/2 WEST AND THE EAST LINES OF LOTS 6-1, A DISTANCE OF 385.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 1.075 ACRES OF LAND, MORE OR LESS.

NOTES AND BEARING ASSUMPTION (TRACT II):

A TRACT OF LAND CONTAINING 0.411 OF ONE ACRE, BEING ALL OF LOTS 7-8, TESORO ESTATES PHASE II ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 43, PAGES 182-183, HIDALGO COUNTY MAP RECORDS, SAID 0.411 OF ONE ACRE ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NO. 4 REBAR FOUND ON THE CURRENT WEST RIGHT-OF-WAY LINE OF MILE 6 1/2 WEST AND THE NORTHEAST CORNER OF LOT 8, FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE SOUTH ALONG THE CURRENT WEST RIGHT-OF-WAY LINE OF MILE 6 1/2 WEST AND THE EAST LINES OF LOT 8, AND 7, A DISTANCE OF 159.80 FEET TO A NO. 4 REBAR FOUND AT THE EASTERNMOST SOUTHEAST CORNER OF LOT 7, FOR THE EASTERNMOST SOUTHEAST CORNER OF THIS TRACT;

THENCE S 45° 00' 00" W ALONG A CORNER CLIP AND THE SOUTH LINE OF LOT 7, A DISTANCE OF 35.35 FEET TO A NO. 4 REBAR FOUND ON THE CURRENT NORTH RIGHT-OF-WAY LINE OF HONOLULU DRIVE AND THE SOUTHWEST CORNER OF LOT 8, FOR THE WESTERNMOST SOUTHEAST CORNER OF THIS TRACT;

THENCE WEST ALONG THE CURRENT NORTH RIGHT-OF-WAY LINE OF HONOLULU DRIVE AND THE SOUTH LINE OF LOT 7, A DISTANCE OF 101.66 FEET TO A NO. 4 REBAR FOUND AT THE SOUTHWEST CORNER OF LOT 7 FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH ALONG THE WEST LINES OF LOTS 7 AND 8, A DISTANCE OF 159.80 FEET TO A NO. 4 REBAR FOUND AT THE NORTHWEST CORNER OF LOT 8, TESORO ESTATES PHASE II, ON THE SOUTH LINE OF TESORO ESTATES PHASE I, AS RECORDED IN VOLUME 35, PAGE 5, HIDALGO COUNTY MAP RECORDS, AND BEING THE NORTHWEST CORNER OF LOT 8 FOR THE NORTHWEST NORTHWEST CORNER OF THIS TRACT;

THENCE EAST ALONG THE NORTH LINE OF TESORO ESTATES PHASE II, THE NORTH LINE OF LOT 8, AND THE SOUTH LINE OF SAID TESORO ESTATES PHASE I, A DISTANCE OF 101.66 FEET TO A NO. 4 REBAR FOUND AT THE INNER CORNER OF LOT 8 FOR AN INNER CORNER OF THIS TRACT;

THENCE NORTH ALONG THE WEST LINE OF LOT 8, TESORO ESTATES PHASE I, AND THE EAST LINE OF LOT 7, SAID TESORO ESTATES PHASE I, A DISTANCE OF 40.00 TO A NO. 4 REBAR FOUND AT THE EASTERNMOST NORTHWEST CORNER OF LOT 8, FOR THE EASTERNMOST NORTHWEST CORNER OF THIS TRACT;

THENCE EAST ALONG THE NORTH LINE OF TESORO ESTATES PHASE II, THE NORTH LINE OF LOT 8, AND THE SOUTH LINE OF SAID TESORO ESTATES PHASE I, A DISTANCE OF 99.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.411 OF ONE ACRE OF LAND, MORE OR LESS.

GENERAL NOTES:

1. THIS SUBDIVISION IS IN ZONE "X" (SHADED) OF FEMA'S FLOOD INSURANCE RATE MAP, COMMUNITY PANEL No. 480334 0400 C, MAP REVISED JUNE 6, 2000. ZONE "X" SHADED IS DEFINED AS AREAS OF 500-YEAR FLOOD; AREA OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN ONE FOOT OR WITH DRAINAGE AREAS LESS THAN ONE SQUARE MILE. REVISED TO REFLECT LOMR EFFECTIVE MAY 30, 2000.

2. FOR MORE THAN ONE-SINGLE FAMILY DWELLING SHALL BE LOCATED ON EACH LOT. DEVELOPMENT PERMITS ARE REQUIRED PRIOR TO OCCUPYING ONE LOT. THE LOT OWNER SHALL SHARE THE DRIVEWAY SIDE OF THE LOT AT THE TIME OF APPLICATION IF NOT DESIGNATED ON THE SUBDIVISION PLAT. ANY DEVIATION FROM THIS SHALL FIRST BE REVIEWED AND APPROVED FROM THE DEVELOPER OF RECORD, AND THE PLANNING DEPARTMENTS.

3. MINIMUM SETBACKS SHALL BE AS FOLLOWS:
   - MILE 6 1/2 WEST ..... 25.0 FEET
   - FRONT ..... 20.0 FEET
   - REAR ..... 10 FEET OR LOT DEPTH, NOT TO EXCEED 50.0 FEET
   - SIDES ..... 6.0 FEET
   - SIDE CORNER ..... 20.0 FEET
   - GARAGE ..... 18.0 FEET, EXCEPT WHERE GREATER SETBACK APPLIES

4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB TAKEN AT THE FRONT CENTER OF THE LOT, OR ELEVATED PER STORMWATER ENGINEER.

5. THE TOTAL RUNOFF DETENTION REQUIRED FOR THIS SUBDIVISION SHALL BE 6,485 CUBIC FEET AND SHALL BE DETAINED BY THE ENFORCED DRAINAGE DITCH LOCATED ON THE WEST SIDE OF TESORO ESTATES PHASE I.

6. MINIMUM FLOOR ELEVATION PUBLIC SERVICE BOARD ELEVATION SHALL BE 6.485 CUBIC FEET AND SHALL BE DETAINED BY THE ENFORCED DRAINAGE DITCH LOCATED ON THE WEST SIDE OF TESORO ESTATES PHASE I.

7. NO BUILDINGS OR PERMANENT STRUCTURES ALLOWED OVER ANY EASEMENT.

8. A PERMIT FROM AND THE CITY OF HIDALGO SHALL BE NEEDED BEFORE STARTING CONSTRUCTION ON ANY LOT.

9. EACH PURCHASER/ CONTRACT MADE BETWEEN THE DEVELOPER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL BE NOTIFIED BY THE DEVELOPER/OWNER/AGENT HOW AND WHEN WATER, SANITARY SEWER, ELECTRICITY AND GAS SERVICES WILL BE AVAILABLE TO THE SUBDIVISION.

10. ALL LOT CORNERS HAVE BEEN SET WITH No. 4 REBARS.

11. 4' SIDEWALKS, WITH RAMPS, SHALL BE LOCATED 1' FROM THE BACK OF CURB ON ALL INTERIOR STREETS.

12. SIX LOTS FRONTING MILE 6 1/2 WEST (LOTS 1-5 & LOT 8), EVERY TWO LOTS SHALL SHARE AN ACCESS.

13. LOTS 5 & 7 SHALL ACCESS HONOLULU DRIVE, NOT MILE 6 1/2 WEST.

14. POTABLE WATER TO BE PROVIDED BY NORTH ALAMO WATER SUPPLY CORPORATION.

15. NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL UTILITIES AND STREETS ARE IN PLACE.

16. STREET LIGHTING AND SIGNAGE MUST BE IN PLACE BEFORE BUILDING PERMITS WILL BE ISSUED.

17. STREET LIGHTS SHALL BE PROVIDED BY THE DEVELOPER(S).

18. ALL SANITARY SEWER AND WATER CONNECTIONS SHALL BE PROPERLY CAPPED OFF DURE.

19. THE DEVELOPER(S) SHALL MAINTAIN MOWED AREA LINES. (MINIMUM).

20. WATER AND SEWER MAINS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

21. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15 FEET AS PER THE HIDALGO COUNTY RURAL SUBDIVISION RULES.

22. THIS AMENDMENT IS TO REVISE A TWENTY (20') FOOT IRRIGATION EASEMENT ALONG LOTS 1-8 AND REDUCE THE SAME TO A WIDTH OF SAID LOTS FROM FORTY (40') FEET TO TWENTY FIVE (25') FEET.

23. ALL DRIVING SURFACES FOR FIRES SHALL BE ONE SUBDIVISION DEVELOPMENT WITH THE EXCEPTION OF THE DIRECTION OF THE FRONT SETBACK FOR LOTS 1-8.

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, DEISAI SAID OWNER AND AUTHOR, SURVEYOR, TRUSTEE OF LOT 1 ENCOMPASSED WITHIN THE PROPOSED AMENDED PLAT OF LOTS 1-8, TESORO ESTATES PHASE II, SHOWN HEREON, DO HEREBY ADOPT THIS PLAT AND DESIGNATE SAID PROPERTY AS SHOWN HEREON AND DEDICATE TO PUBLIC USE THE STREETS, PARK, AND EASEMENTS SHOWN HEREON.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 212.010 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;

(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND

(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND CORRECT.

[signature]
DEISAI SAID OWNER AND AUTHOR
1420 PALMA BONITA
PALMHURST, TEXAS 78573

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED DEISAI SAID OWNER AND AUTHOR, SURVEYOR, TRUSTEE OF LOT 1 ENCOMPASSED WITHIN THE PROPOSED AMENDED PLAT OF LOTS 1-8, TESORO ESTATES PHASE II, SHOWN HEREON, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 24th DAY OF Sept. 2007

[signature]
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED [illegible] KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 24th DAY OF Sept. 2007

[signature]
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED [illegible] KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 24th DAY OF Sept. 2007

[signature]
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, DEISAI SAID OWNER AND AUTHOR, SURVEYOR, TRUSTEE OF LOT 1 ENCOMPASSED WITHIN THE PROPOSED AMENDED PLAT OF LOTS 1-8, TESORO ESTATES PHASE II, SHOWN HEREON, DO HEREBY ADOPT THIS PLAT AND DESIGNATE SAID PROPERTY AS SHOWN HEREON AND DEDICATE TO PUBLIC USE THE STREETS, PARK, AND EASEMENTS SHOWN HEREON.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 212.010 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;

(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND

(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND CORRECT.

[signature]
DEISAI SAID OWNER AND AUTHOR
1420 PALMA BONITA
PALMHURST, TEXAS 78573

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED [illegible] KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 3rd DAY OF Dec 2007

[signature]
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED [illegible] KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 3rd DAY OF Dec 2007

[signature]
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, DEISAI SAID OWNER AND AUTHOR, SURVEYOR, TRUSTEE OF LOT 1 ENCOMPASSED WITHIN THE PROPOSED AMENDED PLAT OF LOTS 1-8, TESORO ESTATES PHASE II, SHOWN HEREON, DO HEREBY ADOPT THIS PLAT AND DESIGNATE SAID PROPERTY AS SHOWN HEREON AND DEDICATE TO PUBLIC USE THE STREETS, PARK, AND EASEMENTS SHOWN HEREON.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 212.010 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;

(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND

(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND CORRECT.

[signature]
LINDA PADILLA CLARKE
1420 PALMA BONITA
PALMHURST, TEXAS 78573

AI-9856 **14.A.**

FY08-09 Membership Dues
CC REGULAR

Date: 07/01/2008
Submitted By: Yvette Pacheco, PUBLIC DEFENDERS
Department: PUBLIC DEFENDERS
Agenda Area: Public Defender's Office

Information

CAPTION

Request and approval to pay FY08-09 membership renewal dues in the amount of $50.00 to the Texas Criminal Defense Lawyers Association (T.C.D.L.A) for Assistant Public Defender Jose L. Bravo.

BACKGROUND

Membership dues are allowed and payable thru the grant

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1282-412-30-085-001-8-810
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 06/24/08 $778.00.

Attachments

Link: Affidavit
Link: Membership renewal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/24/2008 07:42 AM	APRV
2	Veronica Lopez	Veronica Lopez	06/24/2008 10:49 AM	APRV
3	Auditor's Office	Linda Fong	06/25/2008 05:24 PM	APRV
4	Mike Escaname		06/27/2008 05:24 PM	NEW

Form Started By: Yvette Pacheco — Started On: 06/23/2008 03:51 PM

Final Approval Date: 06/27/2008

TO THE COUNTY AUDITOR

AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Jose L. Bravo, do hereby state that my membership in the Texas Criminal Defense Lawyers Asso. on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official / employee of Hidalgo County. I further state the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Jose Bravo DATE: 6/23/08

TITLE: Assistant Public Defender

Before me Lurin Yvette Pacheco, a Notary Public, appeared _____, and on his / hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

LURIN YVETTE PACHECO
Notary Public, State of Texas
My Commission Expires
November 14, 2009

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	**LGC § 113.064(b)**
AUTHORITY TO PAY MEMBERSHIP DUES:	**LGC § 89.002**

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

DEPARTMENT HEAD APPROVAL

TEXAS CRIMINAL DEFENSE LAWYERS ASSOCIATION

MEMBERSHIP RENEWAL NOTICE

Don't be left out of the 2008-2009 Membership Directory!

Jose Luis Bravo
100 E Cano St Ste 206
Edinburg, TX 78539-4548

Membership Expires: 7/31/2008
TCDLA ID#: 11780

MEMBERSHIP CATEGORY

Please check appropriate category. Prices include one year of membership.

- ☐ Regular Member (renewal) **REG** • $150
- ☐ Law Student Member **STU** • $20
- ☐ Voluntary Sustaining Member (required for TCDLA officers and directors) **VS** • $300
- ☐ Sustaining Member (required for TCDLA Associate Directors) **SUS** • $200
- ☐ TCDLA Past President Member **PPRES** • $50
- ☐ Distinguished Member (70+) **DIS** • $50
- ☑ Public Defender Member (must be a PD employee) **PD** • $50
- ☐ Affiliate Member **AFF** • $50
  - ☐ Paralegal **PARAL** ☐ Investigator **INV** ☐ Expert **EXP** ☐ Other (law professors and other persons approved by the Board of Directors)
- ☐ I would like to donate to the TCDLEI scholarship, 501(c)(3) organization, in the amount of $ _____.

Tax Notice: $36 of your annual dues ($19 if a student member) is for a one year subscription to the VOICE for the Defense. Dues to TCDLA are not deductible as a charitable contribution but may be deducted as an ordinary business expense. The non-deductible portion of regular and initial membership dues is $39 in accordance with IRC sec. 8033.

LAWYER LOCATOR

☐ Yes! Include me in the online lawyer locator.* You may list up to three practice areas in criminal defense law for public access.
(example: DWI, sexual assault, appeals)

_____ _____ _____

*Disclaimer: TCDLA makes no promises, guarantees, or warranties regarding the attorneys listed on its Lawyer Locator. Said attorneys are TCDLA members who have requested inclusion on TCDLA's website to provide the public with choices for possible legal services. TCDLA expressly disclaims all warranties, including the warranties of merchantability, fitness for a particular purpose and non-infringement. Moreover, content contained on or made available through this website is not intended to and does not constitute legal advice and no attorney-client relationship is formed. The accuracy, completeness, adequacy or currency of the content is not warranted or guaranteed. Your use of information on the website or materials linked from the website is at your own risk.

INFORMATION UPDATE

Please indicate below any changes to your address or contact information.

Name INVOICE RECEIVED BY: Company

Street Lup 6/23/08 City, State, Zip

Phone GOOD / PROD. RECVD. BY Fax

Email Lup 6/23/08 Website

☐ Exclude me from fax communication ☐ Exclude me from email communication

PAYMENT METHOD

☐ Check payable to TCDLA ☐ Credit Card (Visa, Mastercard, Amex or Discover)

Credit Card Number Expiration Date

Name on Card Signature

RENEW

- Mail completed form with payment to:
  TCDLA Membership • 1707 Nueces Street • Austin, TX 78701
- Renew online at **www.tcdla.com**
- Fax completed form with credit card to **512.469.9107**

TCDLA office use only: Amount: _____ Check/CC: _____

AI-9829 **15.A.**

Maintenance and Support Agreement-Motorola, Inc.

CC REGULAR

Date: 07/01/2008
Submitted By: Monica Hinojosa, SHERIFF DEPT.
Department: SHERIFF DEPT.
Agenda Area: Sheriff's Office

Information

CAPTION

Requesting authority to enter into a (1) one year Maintenance and Support Agreement for a Premier MDC Silver with Motorola, Inc. for the Sheriff's Office for the amount of $ 25,769.00 for one year starting from July 1, 2008 to June 30, 2009.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-421-00-280-001-0-336
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$28,271.75 AVAILABLE BALANCE AS OF 06/27/2008.

Attachments

Link: Motorola

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	06/19/2008 10:05 AM	APRV
2	Budget & Management	Dina Trevino	06/20/2008 08:38 AM	APRV
3	Rey Salazar	Rey Salazar	06/23/2008 09:42 AM	APRV
4	Auditor's Office	Linda Fong	06/27/2008 08:28 AM	APRV
5	Dina Trevino	Dina Trevino	06/27/2008 10:24 AM	APRV
6	Linda Fong		06/27/2008 05:24 PM	NEW

Form Started By: Monica Hinojosa — Started On: 06/19/2008 09:25 AM

Final Approval Date: 06/27/2008

MOTOROLA

May 15, 2008

Hidalgo County Sheriff's Office
Attn: Mr. Javier Chapa
711 East Cibolo Road
Edinburg, TX 78155

RE: **Extension to Maintenance and Support Agreement: SA#** 003202-000
Product: Premier MDC™

Dear Mr. Chapa,

By means of this letter, Motorola, Inc. hereby extends Hidalgo County Sheriff's Office maintenance and support agreement as referenced above. Enclosed are two (2) copies of the updated Exhibit A Description of Covered Products, Exhibit B Support Plan, Exhibit C Support Plan Options and Pricing Worksheet and Exhibit D Billable Rates for the period **July 1, 2008** through **June 30, 2009**. Pursuant to Section 3.2 of the original agreement as referenced above, all terms and conditions shall remain in full force and effect.

Please indicate acceptance of this extension by signing the acceptance block below and **returning one copy to my attention at Motorola, Inc. at 1250 North Tustin Avenue, Anaheim, California 92807 or fax it to my attention at 714-237-0050 on or before July 1, 2008.** Failure to return this fully executed letter on or before July 1, 2008 will result in a lapse in maintenance, which will be subject to a 10% recertification and reimplementation fee.

If you have any questions or need further clarification, please contact me directly at (714) 238-2079 or e-mail **WNVK36@motorola.com**.

Sincerely,

Elizabeth Collins

Elizabeth Collins
Contracts Specialist
Motorola, Inc.

Accepted by:

MOTOROLA, INC.	**HIDALGO COUNTY SHERIFF'S OFFICE**
Signed by: _____	Signed by: _____
Printed Name: Leo Heffernan	Printed Name: _____
Title: Director, Customer Support	Title: _____
Date: May 15, 2008	Date: _____

Exhibit A
DESCRIPTION OF COVERED PRODUCTS

MAINTENANCE AND SUPPORT AGREEMENT NO. 003202-000

CUSTOMER: Hidalgo County Sheriff's Office

The following table lists the Products under maintenance coverage:

Product	*Description*	*Site Id*	*Qty*
Premier MDC™	Message Switch Software (1-100 Level)		1
Premier MDC™	In Vehicle Paging Server Software Module		1
Premier MDC™	Mobile Client License		99
Premier MDC™	In-House Client License		10
Premier MDC™	In-Vehicle Paging Mobile Client Module		3

Exhibit B
SUPPORT PLAN

MAINTENANCE AND SUPPORT AGREEMENT NO. 003202-000

CUSTOMER: Hidalgo County Sheriff's Office

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. Services Provided. The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time. Because of the urgency involved, Seller will make every reasonable effort to provide a temporary or work around solution. When a permanent solution is developed and certified through testing, it will be incorporated in to the applicable Supplemental and or Standard Release.

SEVERITY LEVEL	DEFINITION	RESPONSE TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No work around or immediate solution is available.	Telephone conference within 1 hour of initial voice notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features.	Telephone conference within 3 Standard Business Hours of initial voice notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround. This level is meant to represent a minor issue that does not preclude use of the System, Subsystem, Product, or critical features.	Telephone conference within 6 Standard Business Hours of initial notification
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests.	Telephone conference within 2 Standard Business Days of initial notification
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management. This level is meant to represent recommendations for product enhancements or modifications.	Determined by Seller's Product Management.

1.1 Reporting a Problem. Customer will assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call incoming center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 Seller Response. Seller will use best efforts to provide Customer with a resolution for Severity 1 and Severity 2 issues within a reasonable time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within a reasonable time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software.

1.3 Error Correction Status Report. Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

2. Customer Responsibility.

2.1 Customer is responsible for running any installed anti-virus software.

2.2 Operating System ("OS") Upgrades. Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer will contact Seller to verify that a given OS upgrade is appropriate.

3. Seller Responsibility.

3.1 Anti-virus software. At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 Customer Notifications. Seller will provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 Account Reviews. Seller will provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 Remote Installation. At Customer's request, Seller will provide remote installation advice or assistance for Updates.

3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases

3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller will decide whether on-site correction of any Residual Error is required and will take appropriate action.

4. Decision Support System ("DSS") Products. *(Applies to Motorola's PremierCAD Software only).* The CAD DSS products are supported on a consultative basis only with annual consultation hours not to exceed eight (8) hours. Any additional consultation will be invoiced on a time and material basis at Seller's then current rates for professional services.

5. Compliance to Local, County, State and/or Federal Mandated Changes. *(Applies to Software and interfaces to those Products)* Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, NCIC and state interfaces are part of the covered Services.

6. Annual System Performance Review and Report. Seller will prepare the following reports to include:

6.1 *(Applies to PremierCAD Software only)*

(a)	System Analysis	MEASURE:	Evaluate disk and CPU load
		PEEK:	Evaluate memory availability and use
		VIEWSYS:	Evaluate use and availability of PCBs
		EMSA/TMDS:	Review logs for hardware reports
		File Sizing	Review file sizing on changeable files
(b)	Pathway Analysis	Evaluate effectiveness of system configuration for current load Evaluate TCP/Server statistics Evaluate efficiency of server class maximum and minimum settings	
(c)	Performance Analysis	TMX Timings:	Evaluate application response times

6.2 *(Applies to Motorola® Computer Aided Dispatch Software installed on Stratus ftServer only)*

Update Equipment drivers
Upload Equipment patches, hot fixes and firmware
Evaluate effectiveness of System configuration for current load based upon overall CPU Utilization

6.3 Based on the Annual System Performance Review and Reports, Seller's Technical Support Analyst will review findings and recommend software or hardware changes to improve overall operations.

(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance and Support Agreement; or (b) CAD HP NonStop S-Series hardware in addition to the Seller CAD Software.)

7. On-site Product Technical Support Services. Seller will furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

7.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

7.2 At Customer's request, Seller will provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller will extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support will be invoiced on a time and material basis at Seller's then current rates for professional services.

7.3 CAD HP NonStop S-Series Service Plans

7.3.1 The following HP electronic support tools are available:

Express Notice	A proactive email notification of new software releases, announcements and updates
Scout for NonStop Servers	Once registered, users have the ability to perform interim product modification (IPM) analysis on NonStop Kernel systems and to download IPMs electronically.
Total Information Manager (TIM)	A CD collection of support documentation shipped with the initial system.
Knowledgebase for NonStop Support (KBNS)	Once registered, users have access to a powerful search tool offering quick and easy access to previously answered technical support questions.

7.3.2 HP NonStop S-Series Service Plan:

Continuous Availability	The PPM is 24 hours a day, 7 days a week. On-site response time is within two (2) hours. Includes on-site coverage for national holidays.
High Availability	The PPM is 24 hours a day, 7 days a week. On-site response time is within four (4) hours. Includes on-site coverage for national holidays.
Enhanced Availability	The PPM is 8 a.m. – 5 p.m. Monday-Friday, excluding national holidays. On-site response time is next business day.

7.4 Under all CAD HP NonStop Series hardware service plans, coverage will include:

- Perform corrective or scheduled preventive service during the PPM specified in the Plan.
- Log all service requests and furnish telephone and/or on-line diagnostic services from the Seller's call intake center or the HP Nonstop Support Center (CTNSC) 24 hours per day, 7 days per week.
- Furnish all labor, parts, materials, and on-site service during the PPM as necessary to ensure HP NonStop Series hardware is operating in accordance with applicable published specifications. Replacement parts will be new or equivalent of new in performance. Replaced parts will become the property of HP.
- Install any mandatory Field Change Order(s) required for the safety or proper operation of maintained HP NonStop Series hardware.
- Assign an HP Customer Engineer and an alternate who will be responsible for providing service.
- Provide on an annual basis (i) equipment inventory of maintained HP NonStop Series hardware; and (ii) planning meeting to discuss the current Service Plans and Customer's future requirements.

Exhibit C
SUPPORT PLAN OPTIONS AND PRICING WORKSHEET

Maintenance and Support Agreement # 003202-000 **Date** May 15, 2008

New Term Effective **Start** July 1, 2008 **End** June 30, 2009

CUSTOMER:	**Hidalgo County Sheriff's Office**	**BILLING AGENCY:**	**Hidalgo County Sheriff's Office**
Address (1):	711 East Cibolo Road	Address (1):	711 East Cibolo Road
Address (2):		Address (2):	
CITY, STATE, ZIP CODE:	Edinburg, TX 78155	CITY, STATE, ZIP CODE:	Edinburg, TX 78155
CONTACT NAME:	**Javier Chapa**	**CONTACT NAME:**	**Rosie Luna**
CONTACT TITLE		CONTACT TITLE	Accounts Payable
TELEPHONE:	956-393-6000	TELEPHONE:	956-393-6024
FAX:		FAX:	
Email:		Email:	

For support on products below, please contact Customer Support at (800) 323-9949 Option 2, Option 6, then select the from the correct product prompts.

☐ PremierCAD™	☐ Motorola® Computer Aided Dispatch	☐ CAD HP NonStop™Series hardware
☐ RMS Infotrak™	☐ Offendertrak™	☐ Imagetrak™
☐ NetRMS	☐ CRIS – Predecessor to NetRMS	☐ Cruiser – FBR Replacement
☐ Customer Service Request System	☐ Case Management System	☐ License Permitting System
☐ Enhancements to Products	☐ Custom Software	☐ Integration Framework
☒ Premier MDC™	☐ TxMessenger™	☐ AirMobile™

MOTOROLA SOFTWARE SUPPORT	ANNUAL FEE
☐ GOLD / GOLDtrak	$ N/A
♦ 24 hours a day, 7 days a week PPM	
♦ Supplemental Releases	
♦ Standard Releases	
♦ Technical Support Services	
☒ SILVER / SILVERtrak	$ 25, 769.00
♦ 8 a.m.-5 p.m. Monday-Friday	
♦ Supplemental Releases	
♦ Standard Releases	
♦ Technical Support Services	
MOTOROLA SOFTWARE SUPPORT TOTAL	**$ 25, 769.00**

THIRD PARTY SERVICE PROVIDERS	ANNUAL FEE
☐ **VENDOR NAME:**	$ N/A
♦ **Product Type/Description:**	
♦ **Term Dates:**	
♦ **Service Level**	
-Hours of Coverage:	
-Response Time:	
-Onsite/Software/Parts:	
♦ **System ID # (if applicable):**	
THIRD PARTY SERVICE PROVIDER TOTAL	**$ N/A**

OTHER AVAILABLE OPTIONS			ANNUAL FEE
☐ Users Conference Attendance ($2,650 per Attendee)	Year _____	Number Attendees Requested _____	$ N/A
• Registration fee			
• Roundtrip travel for event (booked by Motorola)			
• Hotel accommodations (booked by Motorola)			
• Rental car (booked by Motorola)			
• Daily meal allowance (determined by Motorola guidelines)			
☐ Consulting Services - 8 Hour Blocks (plus travel fees)			$ N/A
☐ Other:			$ N/A
		OTHER OPTIONS TOTAL	$ N/A

Prepared by: Elizabeth Collins, (714) 238-2079, WNVK36@motorola.com

FULL TERM FEE GRAND TOTAL* **$ 25, 769.00**

**Exclusive of taxes if applicable*

MAINTENANCE AND SUPPORT AGREEMENT NO. 003202-000

CUSTOMER: Hidalgo County Sheriff's Office

The following are Motorola's current billable rates, subject to an annual change.

The following rates apply to Customers with a current, active Maintenance and Support Agreement. Billable rates apply to services provided outside of the PPM.

SERVICE HOURS	LABOR RATES
8 a.m.-5 p.m. M-F (local time)	$186 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	$279 per hour, 2 hours minimum

The following rates apply to Customers without a current, active Maintenance and Support Agreement.

SERVICE HOURS	LABOR RATES
8 a.m.-5 p.m. M-F (local time)	$372 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	$558 per hour, 2 hours minimum

Note: Above rates reflect labor rate only. Additional fees for on-site travel expenses, third party expenses and/or materials will be quoted at the time of customer request for services.

AI-9830 **15.B.**

Support Agreement with Metropolis Technolgoies
CC REGULAR

Date: 07/01/2008
Submitted By: Monica Hinojosa, SHERIFF DEPT.
Department: SHERIFF DEPT.
Agenda Area: Sheriff's Office

Information

CAPTION

Requesting authority to enter into a (1) one year support agreement the OWS500 Call Accounting Support Subscription with Metropolis Technologies, Inc. for the Sheriff's Office in the amount of $795.00 for period of one year starting as of August 1, 2008.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-421-00-280-001-0-336
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$28,271.75 available funds as of 06/23/08.

Attachments

Link: Metropolis Technologies, Inc.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	06/19/2008 10:06 AM	APRV
2	Budget & Management	Dina Trevino	06/20/2008 08:46 AM	APRV
3	Rey Salazar	Rey Salazar	06/23/2008 09:42 AM	APRV
4	Auditor's Office	Linda Fong	06/27/2008 08:31 AM	APRV
5	Purchasing Department		06/27/2008 05:24 PM	NEW

Form Started By: Monica Hinojosa Started On: 06/19/2008 09:41 AM

Final Approval Date: 06/27/2008

Metropolis Technologies, Inc.
Support Renewal Dept
6278 N. Federal Highway #413
Ft. Lauderdale, FL 33308

Hidalgo County Sheriff's Dept
Ruben Flores Accounts Payable/Telecom Dept
711 El Cibolo Rd
Edinburg, TX 78539

Support Expiration Pending

06/13/08

Dear Hidalgo County Sheriff's Dept, Edinburg, TX:

Our records indicate that your support subscription for your OfficeWatch Call Accounting software will soon expire. A support subscription entitles you to 24-hour support 7 days a week, quarterly rate table updates, area code updates, prefix table updates, and updates to the most recent version of your software (available on-demand from the Metropolis website). We pride ourselves on our excellent customer service and software which is why the great majority of our clients renew their support subscription every year.

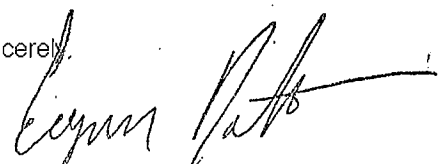
To renew your support subscription, please sign the enclosed service agreement and remit payment as indicated on the enclosed Courtesy Invoice.

Please note: If you do not have a support subscription and you experience any problems with your system, including revenue generation issues, our technical support staff will be unable to assist you or your vendor until your support subscription payment arrives by mail.

If you choose to not renew your support subscription, you may disregard this notice and your support service will automatically expire. If your subscription expires, you may rejoin for a $250 processing fee in addition to the price listed on the Courtesy Invoice.

We at Metropolis Technologies thank you for your purchase and we will strive to provide the highest quality of service and software.

Sincerely,



Erynn Dalton-Torrenga
954-941-1010 x765 / edalton@metropolis.com

Courtesy Invoice

Metropolis Technologies, Inc
6278 N. Federal Highway #413
Fort Lauderdale, FL 33308

BILL TO:
Hidalgo County Sheriff's Dept
Ruben Flores Accounts Payable/Telecom Dept
711 El Cibolo Rd
Edinburg, TX 78539

P.O. Number	Invoice #	Date	Terms
	185191-0808	06/13/08	Due on receipt

Item #	Description	Cost
OWS500	Call Accounting Support Subscription (12 months) (includes 24/7 support, software updates, quarterly area code updates, quarterly prefix updates and quarterly rate table updates.)	$795
	Total	$795

To ensure uninterrupted service of your system and to avoid a $250 reactivation fee, please remit payment within 30 days of the invoice date listed above.

Questions? Please call Erynn Dalton-Torrenga at 954-941-1010 x765 (edalton@metropolis.com)

Metropolis Technologies, Inc.
Tel 954-941-1010
Fax 954-301-0819
6278 N. Federal Highway #413
Ft. Lauderdale, FL 33308

Service Agreement

Customer: Hidalgo County Sheriff's Dept Date: 06/13/08

Address: 711 El Cibolo Rd

City: Edinburg State: TX Zip: 78539

This agreement covers: OfficeWatch-Extension 500 Call Accounting Software distributed by Metropolis Technologies, Inc.

Metropolis Technologies, Inc. agrees to provide service for the system above, effective 08/01/08 for a period of 12 (twelve) months for the price of US$795.

This is a legal Agreement between you (the "Customer") and Metropolis Technologies, Inc. covering the provision of standard product support services by Metropolis Technologies, Inc. to the Customer. As long as the Customer maintains this service agreement current, Metropolis Technologies, Inc. will supply the services as described herein. This Agreement will terminate automatically if the user uses or permits the use of the Software in any manner not permitted by this Agreement. The Customer will not: (a) disassemble, reverse engineer, decompile, or otherwise attempt to discover the source code of the Software; (b) translate, modify, or create any derivative work of the Software; (c) disclose, publish, sublicense, sell, lend, rent, lease, or transfer the Software; (d) copy or reproduce the Software, except to produce sufficient copies of the Software for safe usage; (e) operate the Software on more than one computer at a time, unless specified as a network version.

Services Provided: The services provided under this Agreement include support services 24 hours a day, 7 days a week. Metropolis Technologies, Inc. will also provide four (4) data file updates per year and the latest version of the Software, to be downloaded via the Internet. This Agreement does not cover equipment relocation, system reconfiguration, program changes or equipment failure due to physical abuse, misuse, water, lightning, fire, theft or acts of nature. This agreement does not cover service or maintenance on any equipment not specifically mentioned above.

Payment Terms: Payment is due prior to commencement of this agreement. Metropolis Technologies, Inc. reserves the right to decline service if payment has not been received. Renewal of this agreement is subject to approval by Metropolis Technologies, Inc.

Assignment and Subcontracting: Neither party shall assign this Agreement or any right granted or to be granted under it without the prior written consent of the other, which agreement may not be unreasonably withheld. However, notwithstanding this clause, Metropolis Technologies, Inc. may, at its sole discretion, assign or sub-contract the fulfillment of its obligations under this Agreement.

Liabilities and Responsibilities: Metropolis Technologies, Inc. shall not be held liable for more than the repair of the Software to manufacturer specifications. Metropolis Technologies, Inc. shall not be held responsible for any indirect or consequential damages or commercial loss resulting from any cause whatsoever. Metropolis Technologies, Inc. shall not be liable for any loss or injury to Customer's personnel, agents, employees, assignees, customers of lessees, or loss or damage to Customer's property arising from the use of the said Software maintained by Metropolis Technologies, Inc.

Dispute Resolution: The parties to this Agreement shall exert their best efforts to resolve any disagreements emerging in the course of fulfilling their obligations under this Agreement. Every reasonable attempt shall be made to resolve such disagreement quickly, simply and inexpensively by negotiation in attempts to meet one anothers needs. The parties agree that unresolved disputes arising from this Agreement shall be submitted for binding arbitration and heard by the American Arbitration Association. Each party shall bear its own costs in arbitration.

Entire Agreement: These terms and conditions supersede all prior oral and written understandings between the parties on the topic of this Agreement, and constitute the entire agreement between them relating to the services covered. On these topics there are no understandings or representations, expressed or implied, not specifically set out in this Agreement.

Applicable Law: This Agreement shall be governed by the law of Broward County, State of Florida.

In Witness whereof, the parties hereto have caused this agreement to be properly executed intending that it shall be legally binding upon them.

Hidalgo County Sheriff's Dept
Customer

_____
Signature Date

_____
Printed Name/Title

METROPOLIS TECHNOLOGIES, INC.

_____ 06/13/08
Signature Date

Erynn Dalton-Torrenga
Printed Name

Required: Email new support code to: (jchapa@hidalgoso.org, edna.kirby@co.hidalgo.tx.us)

AI-9893 **15.C.**

Border Security Equipment and Technology Grant
CC REGULAR

Date: 07/01/2008
Submitted By: Emilia Uriegas, SHERIFF DEPT.
Submitted For: Anacleto Martinez
Department: SHERIFF DEPT.
Agenda Area: Sheriff's Office

Information

CAPTION

Approval to apply for the Border Security Equipment and Technology (BSET) Grant with the Office of the Governor, Division of Emergency Management.

BACKGROUND

The grant will provide funding for the aquisition of training, equipment, and technology by local law enforcement agencies for purposes of enhancing border security.

No local monies are required.

Grant period is May 01, 2008 to August 31, 2009.

Upon approval by Commissioners' Court, the original required forms will be forwarded to the County Judge's Office/County Auditor's Office for signature purposes.

Fiscal Impact

Attachments

Link: bset.grant.notice

Form Routing/Status

Form Started By: Emilia Uriegas	Started On: 06/25/2008 09:46 AM
Final Approval Date: 06/27/2008	



Rodolfo Espinoza/HCSO

06/15/2008 08:44 PM

To Anacleto Martinez/HCSO@HCSO, Emilia Uriegas/HCSO@HCSO
cc
bcc
Subject

Emilia & Chief Deputy Martinez,

I received this email from Donny Reay (Texas Sheriff's Coalition) reference more grant money for equipment and technology. I will be in contact with Donny to obtain further information and reviewing the grant application. I discuss this with the Sheriff on Sunday, and informed him about the short notice (as usual). I will call you all sometime Monday to discuss my findings with Donny. Also to discuss if we are going to put it before commissioners court for approval.

Thanks, YOU STAY SAFE!

Cpt. R. Espinoza
----- Forwarded by Rodolfo Espinoza/HCSO on 06/15/2008 08:34 PM -----

"Don Reay" <d_reay@sbcglobal.net>

06/13/2008 06:21 PM

To "A. D'Wayne Jernigan" <djernigan@valverdesheriff.com>, "A. D'Wayne Jernigan" <dguzman@valverdesheriff.com>, "A.D'Wayne Jernigan" <djernigan@stx.rr.com>, "Alberto Martinez" <almartinez@webbcountytx.gov>, "Amanda Wilkins" <amanda.wilkins@sbcglobal.net>, "Arvin West" <marylewis@valornet.com>, "'Blanca Davila'" <bdavila@co.maverick.tx.us>, "Cliff Harris" <pcsheriff@co.pecos.tx.us>, "Clint McDonald" <tcso222@yahoo.com>, "Danny Dominguez" <jnunez@presidio-isd.net>, <epalencia@webbcountytx.gov>, "Eusevio E. Salinas Jr." <salinas780@yahoo.com>, "'Guadalupe Trevino'" <sherifftrevino@hidalgoso.org>, "Ismael Sandoval" <irsandovaljr@starrcountyso.org>, "Jimmy Apodaca" <japodaca@epcounty.com>, "JJ Gonzalez" <jjgonzalez@webbcountytx.gov>, <kinneyso@sbcglobal.net>, "Michael \"Doug\" Sample" <Jgirl_hernandez@yahoo.com>, "Michael Doug Sample" <mdsample@sbcglobal.net>, "Norma Jean Hawkins" <normaj.hawkins@co.cameron.tx.us>, "Omar Lucio" <olucio@co.cameron.tx.us>, "Rita Carrasco" <rita2ha@yahoo.com>, "Rudy Espinoza" <r.espinoza@hidalgoso.org>, "'Sheriff Erasmo Alarcon'" <sheriff@co.jim-hogg.tx.us>, "'Sheriff Spence'" <willsalinasx@yahoo.com>, "Sheriff Tomas Herrera" <sheriffherrera@co.maverick.tx.us>, "Sigi Gonzalez" <sheriffsigigonzalez@zapatasheriff.com>, "Sigifredo Gonzalez" <alonsolpz@sbcglobal.net>, "Terry Simons" <tsimons@valverdesheriff.com>, "Thomas Roberts" <tfroberts1@sbcglobal.net>
cc
bcc
Subject FW: Border Security Equipment & Technology (BSET) Grant

Just received this from Austin and am forwarding.

Donald L. Reay
Executive Director
Texas Border Sheriff's Coalition
4141 Pinnacle, Suite 213
El Paso, Texas 79902
(915) 351-0621
fax: (915) 351-0641
cell: (915) 588-7396

From: Border Security Operation Center [mailto:TBSOC@txdps.state.tx.us]
Sent: Friday, June 13, 2008 4:39 PM
Subject: Border Security Equipment & Technology (BSET) Grant

We are pleased to forward to you the Border Security Equipment and Technology (BSET) Grant Guidance and Application Kit. The BSET is a one-time grant opportunity and applications will be accepted for consideration on a “first come, first served” basis. Because funds are limited, not all requests may receive funding.

In addition to the application package, there are copies of the forms that must be filled out to apply for this grant attached to this e-mail.

1. This grant will facilitate the acquisition and deployment of law enforcement technology as a means to help law enforcement agencies secure the border and
counter border centric crime. Equipment and technology acquisitions must benefit border security operations and Operation Border Star. This grant will be funded by the portion of State border security appropriations that is for that specific purpose.
2. The BSET is a reimbursement program of actual costs for eligible purchases. Advances may be provided to supply sufficient funds to the participant to acquire eligible equipment and services during the specified period.

3. The project period begins on May 1, 2008 and ends on August 31, 2009. All funds must be expended by August 31, 2009. Given the statutory deadline for the program, no extensions can be granted for this BSET Grant Program.

Please don't hesitate to contact me or the BSET Program Manager, Gisela Ryan-Bunger at 512-424-2271 or via email at gisela.ryan-bunger@txdps.state.tx.us if you have any questions pertaining to this document and related forms.

Regards,

Dede Powell
State Coordinator for Administration
Governor's Division of Emergency Management
Phone: 512-424-7948
BB: 512-203-0142
Fax: 512-424-2444


BSET Guidance FINAL 061008.pdf

BSET Form Request for Advance or Reimbursement.doc

BSET Form B-1 Application .doc

BSET Form B-2 Designation of Grant Officials.doc

BSET Form B-3 Application for State Assistance.doc

BSET Form B-4 Budget.doc

BSET Form B-5 Certifications.doc

BSET Form B-6 Project Narrative .doc

BSET Form Monthly LE Tech Report.doc

AI-9879 **16.A.**

New Positions

CC REGULAR

Date: 07/01/2008
Submitted By: Veronica Lopez, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Auditor's Office

Information

CAPTION

1. Approval to create the following permanent full-time positions as authorized by CC on 05/27/2008:

Slot No.	Position Title	Budgeted Salary
170-001-0044	Accountant I	$38,400.00
170-001-0045	Accounts Payable Specialist I	$31,200.00

2. Approval of interdepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Prorated salary as of 08/04/2008 as per D.T.
See agenda item 21 F. no. 9487 on CC Regular Agenda 05/27/08.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-115-002-0-XXX
FUNDS AVAILABLE Y/N?: yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 06/26/2008. rc

Attachments

Link: job descriptions
Link: PARS
Link: Fiscal Note
Link: Interdepartmental Transfer
Link: Revised Salary Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/25/2008 04:03 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/27/2008 04:05 PM	APRV
3	Human Resources		06/27/2008 05:24 PM	NEW

Form Started By: Veronica Lopez Started On: 06/24/2008 03:11 PM

Final Approval Date: 06/27/2008

Hidalgo County
Job Description

DEPARTMENT: Auditor's Office
DIVISION; Accounting
JOB TITLE: Accountant I

JOB REQUIREMENT:

- Bachelor's degree from an accredited university/college with a major in accounting.
- At least two years of progressive experience in governmental and fund accounting, budgeting, grants and contracts related experience and accounts payable.
- Knowledge of federal, state and local administrative law and regulations (OMB Circulars A-87, A-102, A-133, UGMS, Local Government Code), including GAAP.
- Knowledge in computer applications: Microsoft Word, Excel, Power Point and Database Applications
- Ability to establish a professional working relationship with County Officials, County Department Heads, and Grant Directors and ability to deal effectively with County vendors.

JOB RESPONSIBILITIES:

Responsibilities and duties may include, but are not limited to the following:

- Responsible for all aspects of the grants financial functions, including budgeting, statutory and management reporting, analysis and forecasting grants operating cost and revenue.
- Prepare all accounting and financial statements, for all grants, assigned by division supervisor, on a monthly, quarterly basis and at year's end for all respective federal and state agencies and for county's financial reports.
- Review and maintain all general ledger accounts associated with all assigned grants.
- Review all grant financial transactions such as billing, invoices, budget transfers for compliance with the grants special conditions imposed by the grantor agencies.
- Review all grant invoices to provide reasonable assurance that they are free from irregularities, errors, omissions and / or fraud.
- Responsible for providing and assigning appropriate accounts for all federal and state grants. Provide oversight of all program activities to ensure the grant funds are expended in accordance with the funding agency policies, regulations and special conditions imposed under the grant contract and act as liaison between the county and funding agencies.
- Responsible for auditing, data entry and processing of attorney vouchers on a weekly basis.
- Responsible for maintaining database on amounts of attorney vouchers paid by court.
- Assist the grant directors / administrators administer federal and state funds awarded to the county through grants or contracts and addressing questions on any federal or state policies, procedures and regulations.
- Assist independent auditor during the county independent financial audit in providing worksheets and supporting documentation.
- Assist federal and state auditors during grantor agency financial reviews.
- Assist in preparation of grants database and schedule of federal and state awards.
- Assist in preparation of county annual financial report.
- Other duties and responsibilities as assigned.

HIDALGO COUNTY AUDITOR'S OFFICE
POSITION DESCRIPTION

POSITION TITLE: ACCOUNTS PAYABLE SPECIALIST I

I. JOB SUMMARY

Performs accounts payable work. Work involves reviewing invoices along with supporting documentation to ensure legal compliance with state statutes, contracts, budgets, and internal policies and procedures; investigating and resolving discrepancies, if any, and processing invoices for payment after review and discrepancies have been resolved. Works under close supervision of the Accounts Payable Supervisor and Accounts Payable Auditor III.

II. ESSENTIAL FUNCTIONS

A. Reviews and processes invoices and supporting documentation for payment after ensuring legal compliance with state statutes, contracts, budgets, internal policies and procedures.

B. Communicates with departments and resolves any matters related to invoices submitted for payment.

C. Maintains abreast of Hidalgo County Purchasing Policies and Procedures, other policies and procedures of a financial matter to the County, contracts, and the County's Expenditure Object Code Guidelines and Descriptions.

* Performs a variety of marginal duties not listed and to be determined and assigned as needed.

III. MINIMUM QUALIFICATIONS

A. Education, Experience, and Training

1. Associate of Applied Science in accounting from a Junior College or the equivalent of two years experience.
2. Experience in accounts payable is preferred.

B. Knowledge and Skills

1. Knowledge of computers, related equipment and software, comprised of Microsoft Word, Excel, and Outlook.
2. Knowledge of a standard telephone switchboard.
3. Skill to interpret and apply state statutes, county contracts, internal policies, and procedures.
4. Skill to effectively communicate with others (writing and verbal).
5. Skill to type 50 words per minute with accuracy and efficient in using a 10 numeric keypad.
6. Skill to deal effectively and professionally with co-workers, with people of all levels of the county, and with people having business with the county.

IV. Additional Requirements With or Without Reasonable Accommodation

A. Ability to walk, stand, sit, kneel, push, stoop, reach above the shoulder, grasp, pull, bend repeatedly, identify colors, hear with aid, see, write, count, read, speak, analyze, alphabetize, lift and carry under 15 lbs., perceive depth, and operate a motor vehicle.

B. Conditions include working inside, working around machines with radiant and electrical energy, working closely with others, working alone, and traveling by automobile and airplane.

C. Equipment (machines, tools, devices) used in performing only the essential functions includes computer and related equipment, typewriter, calculator, copier, fax machine, telephone, and automobile.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Enter department Name
COUNTY AUDITOR'S OFFICE
DEPARTMENT NO. 170

DATE: Enter Date
06/24/2008

CURRENT POSITION TITLE: Enter position Title

CURRENT SLOT. #: Enter current

REQUESTED POSITION TITLE: Enter New Position Title
(For new positions or reclassifications)
ACCOUNTS PAYABLE SPECIALIST I (new slot #170-001-0-0045)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ _____ (Current Budgeted Salary) $ 31,200.00 (Proposed Budgeted Salary) $ 31,200.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	[X]	Exempt	[ ]
Non-Exempt	[ ]	Non-Exempt	[X]
N/A	[ ]		

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

The Commissioners Court approved an Interlocal Agreement with the Hidalgo County Drainage District for the purpose of providing the District with grant financial management assistance for their grant. In order to provide this assistance, the County Auditor's Office requested two new positions. Commissioners Court approved the request on May 27, 2008 and the Board of Judges approved the request on June 19, 2008.

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

This position will be responsible for auditing and processing claims and ensuring compliance with the budget and with approvals of the user departments.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	6/24/08 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	■ NO
2.	HUMAN RESOURCES DIRECTOR	06.27.08 DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☑ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	06/27/2008 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☑ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Enter department Name
COUNTY AUDITOR'S OFFICE
DEPARTMENT NO. 170

DATE: Enter Date
06/24/2008

CURRENT POSITION TITLE: Enter position Title

CURRENT SLOT. #: Enter current

REQUESTED POSITION TITLE: Enter New Position Title
(For new positions or reclassifications)
ACCOUNTANT I (new slot #170-001-0-0044)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ _____ (Current Budgeted Salary) $ 38,400.00 (Proposed Budgeted Salary) $ 38,400.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

_____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	[X]	Exempt	[X]
Non-Exempt	[ ]	Non-Exempt	[ ]
N/A	[ ]		

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

The Commissioners Court approved an Interlocal Agreement with the Hidalgo County Drainage District for the purpose of providing the District with grant financial management assistance for their grant. In order to provide this assistance, the County Auditor's Office requested two new positions. Commissioners Court approved the request on May 27, 2008 and the Board of Judges approved the request on June 19, 2008.

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

This position will be responsible for the accounting and financial reporting of financial transactions for assigned grants; ensuring compliance with Grant contracts; preparing cost allocation plans in accordance with grantor guidelines; and assisting in the preparation of the Schedule of Expenditures of Federal and State Awards for the Single Audit.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	6/24/08 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	■ NO
2. HUMAN RESOURCES DIRECTOR	06.27.08 DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☑ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	6/27/2008 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☑ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Valde Guerra, Budget Officer
CC Date: Tuesday, July 01, 2008

Agenda Item: 9879

Summary of request/proposal:
The County Auditor's Office is requesting the approval to create the following positions authorized by CC on 05/27/2008 as noted below. Note: the effective date for proration of salaries and fringe benefits is 8/04/08.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	Accountant I	0044	113	0.00	38,400.00	38,400.00
1100	Accounts Payable Specialist I	0045	113	0.00	31,200.00	31,200.00
				0.00	69,600.00	69,600.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
8-1100-415-21-170-001-0-	113	CO AUDITOR-	PERM F/T EMPLOYEES	$28,690.08
8-1100-415-21-170-001-0-	211	CO AUDITOR-	HEALTH INSURANCE	$3,432.92
8-1100-415-21-170-001-0-	212	CO AUDITOR-	LIFE INSURANCE	$27.21
8-1100-415-21-170-001-0-	220	CO AUDITOR-	FICA	$2,194.79
8-1100-415-21-170-001-0-	230	CO AUDITOR-	RETIREMENT	$1,440.93
8-1100-415-21-170-001-0-	250	CO AUDITOR-	UNEMPLOYMENT COMP	$82.06
8-1100-415-21-170-001-0-	260	CO AUDITOR-	WORKER'S COMP	$49.67
			2008 Budgetary Impact	$35,917.66

2009 Budgetary Impact: **$87,339.24**

Possible Funding Sources: To be funded from County Wide Administration.

Budget Office Recommendation:

DATE: June 25, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Management for County Auditor's

ACCOUNT NUMBER: 8-1100-415-XX-1XX-00X-0-XXX

2008
Transfer
AI-9879

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1100-415-00-115-002-0- 899	Co Wide Adm- Contingency	(35,917.66)
TO		
8-1100-415-21-170-001-0- 113	Co Auditor- Perm F/T Employees	28,690.08
8-1100-415-21-170-001-0- 211	Co Auditor- Health Insurance	3,432.92
8-1100-415-21-170-001-0- 212	Co Auditor- Life Insurance	27.21
8-1100-415-21-170-001-0- 220	Co Auditor- FICA	2,194.79
8-1100-415-21-170-001-0- 230	Co Auditor- Retirement	1,440.93
8-1100-415-21-170-001-0- 250	Co Auditor- Unemployment Comp	82.06
8-1100-415-21-170-001-0- 260	Co Auditor- Worker's Comp	49.67
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON: Interdepartmental Transfer from County Wide Administration- Contingency to County Auditor's- various object codes to fund two new positions (approved by CC on 05/27/08, See AI-9487).

Approved by

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

1100-415-21-170-001-0
CO AUDITOR

AI-9879

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED SALARY	2008 ADJUSTED SALARY	2008 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED SALARY APPROVED	2008 ACTUAL SALARY	Other Allowances					2008 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	COUNTY AUDITOR	$104,800.00	$0.00	$104,800.00	0.04	$4,192.00	$0.00	$108,992.00	$108,992.00	$0.00	$0.00	$2,500.00	$0.00	$0.00	$111,492.00
0002	113	1st ASST COUNTY AUDIT	$74,000.00	$6,000.00	$80,000.00	0.04	$3,200.00	$0.00	$83,200.00	$83,200.00	$480.00	$0.00	$0.00	$0.00	$0.00	$83,680.00
0003	113	DIRECTOR OF AUDIT DIVISION	$60,693.00	$4,307.00	$65,000.00	0.04	$2,600.00	$0.00	$67,600.00	$65,000.00	$720.00	$0.00	$1,500.00	$0.00	$0.00	$67,220.00
0004	113	DIRECTOR OF ACCOUNTING DIVISION	$60,693.00	$4,307.00	$65,000.00	0.04	$2,600.00	$0.00	$67,600.00	$65,000.00	$480.00	$0.00	$0.00	$0.00	$0.00	$65,480.00
0005	113	FINANCIAL ACCOUNTING SUPERVISOR	$48,763.00	$1,237.00	$50,000.00	0.04	$2,000.00	$0.00	$52,000.00	$52,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$52,000.00
0006	113	INTERNAL AUDIT SUPERVISOR	$48,763.00	$1,237.00	$50,000.00	0.04	$2,000.00	$0.00	$52,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0007	113	INTERNAL AUDITOR III	$45,895.00	$547.00	$46,442.00	0.04	$1,858.00	$0.00	$48,300.00	$48,300.00	$300.00	$0.00	$0.00	$0.00	$0.00	$48,600.00
0008	113	ACCOUNTS PAYABLE SUPERVISOR	$45,895.00	$4,105.00	$50,000.00	0.04	$2,000.00	$0.00	$52,000.00	$52,000.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$53,080.00
0009	113	GRANTS ACCOUNTING SUPERVISOR	$48,731.00	$1,269.00	$50,000.00	0.04	$2,000.00	$0.00	$52,000.00	$52,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$52,000.00
0010	113	ACCOUNTANT II	$43,600.00	$1,400.00	$45,000.00	0.04	$1,800.00	$0.00	$46,800.00	$38,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,000.00
0011	113	INTERNAL AUDITOR I	$39,557.00	($2,634.00)	$36,923.00	0.04	$1,477.00	$0.00	$38,400.00	$36,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,000.00
0012	113	SYSTEM SUPPORT SPECIALIST	$42,000.00	$4,442.00	$46,442.00	0.04	$1,858.00	$0.00	$48,300.00	$44,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,000.00
0013	113	INTERNAL AUDITOR II	$41,892.00	$1,089.00	$42,981.00	0.04	$1,719.00	$0.00	$44,700.00	$43,568.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,568.00
0014	113	ACCOUNTANT II	$44,000.00	$1,000.00	$45,000.00	0.04	$1,800.00	$0.00	$46,800.00	$46,800.00	$360.00	$0.00	$0.00	$0.00	$0.00	$47,160.00
0015	113	INTERNAL AUDITOR III	$45,895.00	$547.00	$46,442.00	0.04	$1,858.00	$0.00	$48,300.00	$48,300.00	$360.00	$0.00	$0.00	$0.00	$0.00	$48,660.00
0016	113	INTERNAL AUDITOR II	$40,742.00	$2,239.00	$42,981.00	0.04	$1,719.00	$0.00	$44,700.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0017	113	ACCOUNTANT II	$39,578.00	$3,403.00	$42,981.00	0.04	$1,719.00	$0.00	$44,700.00	$40,299.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,299.00
0018	113	ACCOUNTANT II	$39,578.00	$3,403.00	$42,981.00	0.04	$1,719.00	$0.00	$44,700.00	$38,740.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,740.00
0019	113	INTERNAL AUDITOR I	$38,415.00	($3,992.00)	$34,423.00	0.04	$1,377.00	$0.00	$35,800.00	$32,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,000.00
0020	113	INTERNAL AUDITOR I	$37,973.00	($3,550.00)	$34,423.00	0.04	$1,377.00	$0.00	$35,800.00	$32,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,000.00
0021	113	ACCOUNTANT I	$34,000.00	$423.00	$34,423.00	0.04	$1,377.00	$0.00	$35,800.00	$32,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,000.00
0022	113	ACCOUNTANT I	$34,000.00	$423.00	$34,423.00	0.04	$1,377.00	$0.00	$35,800.00	$35,800.00	$0.00	$0.00	$1,500.00	$0.00	$0.00	$37,300.00
0023	113	PC SPECIALIST	$37,973.00	$2,508.00	$40,481.00	0.04	$1,619.00	$0.00	$42,100.00	$42,100.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,100.00
0024	113	INTERNAL AUDITOR I	$35,645.00	$1,278.00	$36,923.00	0.04	$1,477.00	$0.00	$38,400.00	$34,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,500.00
0025	113	ACCOUNTANT I	$35,600.00	($1,177.00)	$34,423.00	0.04	$1,377.00	$0.00	$35,800.00	$33,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33,000.00
0026	113	ADM SECRETARY	$34,828.00	($20.00)	$34,808.00	0.04	$1,392.00	$0.00	$36,200.00	$36,200.00	$1,560.00	$0.00	$0.00	$0.00	$0.00	$37,760.00
0027	113	INTERNAL AUDITOR I	$34,443.00	$2,480.00	$36,923.00	0.04	$1,477.00	$0.00	$38,400.00	$35,821.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,821.00

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

1100-415-21-170-001-0
CO AUDITOR

AI-9879

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED SALARY	2008 ADJUSTED SALARY	2008 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED SALARY APPROVED	2008 ACTUAL SALARY	Other Allowances					2008 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0028	113	ASST A/P AUDIT	$34,343.00	($15.00)	$34,328.00	0.04	$1,373.00	$0.00	$35,701.00	$35,700.00	$840.00	$0.00	$0.00	$0.00	$0.00	$36,540.00
0029	113	ACCOUNTS PAYABLE SPECIALIST III	$31,500.00	$5,423.00	$36,923.00	0.04	$1,477.00	$0.00	$38,400.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0030	113	ACCOUNTS PAYABLE SPECIALIST I	$29,699.00	$301.00	$30,000.00	0.04	$1,200.00	$0.00	$31,200.00	$30,887.00	$420.00	$0.00	$0.00	$0.00	$0.00	$31,307.00
0031	113	ACCOUNTS PAYABLE SPECIALIST I	$29,094.00	$906.00	$30,000.00	0.04	$1,200.00	$0.00	$31,200.00	$29,120.00	$300.00	$0.00	$0.00	$0.00	$0.00	$29,420.00
0032	113	ACCOUNTING CLERK	$29,094.00	$1,868.00	$30,962.00	0.04	$1,238.00	$0.00	$32,200.00	$30,258.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,258.00
0033	113	AUDIT ASSSTANT	$29,094.00	$906.00	$30,000.00	0.04	$1,200.00	$0.00	$31,200.00	$31,200.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$32,460.00
0034	113	ACCOUNTS PAYABLE SPECIALIST II	$29,094.00	$3,887.00	$32,981.00	0.04	$1,319.00	$0.00	$34,300.00	$30,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,000.00
0035	113	ACCOUNTS PAYABLE SPECIALIST I	$27,275.00	$2,725.00	$30,000.00	0.04	$1,200.00	$0.00	$31,200.00	$31,200.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,200.00
0036	113	ACCOUNTS PAYABLE SPECIALIST I	$26,870.00	$3,130.00	$30,000.00	0.04	$1,200.00	$0.00	$31,200.00	$27,945.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,945.00
0037	113	ACCOUNTING ASSISTNAT	$26,605.00	$3,395.00	$30,000.00	0.04	$1,200.00	$0.00	$31,200.00	$27,669.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,669.00
0038	113	ACCOUNTS PAYABLE SPECIALIST I	$25,942.00	$4,058.00	$30,000.00	0.04	$1,200.00	$0.00	$31,200.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0039	113	ACCOUNTS PAYABLE SPECIALIST I	$24,706.00	$5,294.00	$30,000.00	0.04	$1,200.00	$0.00	$31,200.00	$29,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,500.00
0040	113	ACCOUNTS PAYABLE SPECIALIS/RECEPTIONIST	$21,111.00	$4,851.00	$25,962.00	0.04	$1,038.00	$0.00	$27,000.00	$22,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,000.00
0041	113	ACCOUNTANT II	$0.00	$44,700.00	$44,700.00	0	$0.00	$0.00	$44,700.00	$38,740.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,740.00
0042	113	ACCOUNTANT II	$0.00	$44,700.00	$44,700.00	0	$0.00	$0.00	$44,700.00	$41,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,000.00
0043	113	ACCOUNTS PAYABLE SPECIALIST I	$0.00	$31,200.00	$31,200.00	0	$0.00	$0.00	$31,200.00	$27,000.00	$540.00	$0.00	$0.00	$0.00	$0.00	$27,540.00
0044	113	ACCOUNTANT I	$0.00	$38,400.00	$38,400.00	0	$0.00	$0.00	$38,400.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0045	113	ACCOUNTS PAYABLE SPECIALIST I	$0.00	$31,200.00	$31,200.00	0	$0.00	$0.00	$31,200.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		TOTAL	$1,602,379.00	$263,200.00	$1,865,579.00		$67,014.00	$0.00	$1,932,593.00	$1,607,839.00	$8,700.00	$0.00	$5,500.00	$0.00	$0.00	$1,622,039.00

Create two (2) new positions authorized by CC on 05/27/08 (See Above).

AI-9951 **16.B.**

Travel & meal/food policy
CC REGULAR

Date: 07/01/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Auditor's Office

Information

CAPTION

1. Discussion, consideration, and possible action regarding proposed revisions to the Travel Policy Guidelines and procedures.
2. Discussion, consideration, and possible action regarding proposed Meal/Food policy.

BACKGROUND

Backup will be provided on Monday.

Fiscal Impact

Attachments

Link: Food Policy
Link: travel policy

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/27/2008 11:30 AM	APRV
2	Veronica Lopez	Veronica Lopez	06/27/2008 11:36 AM	APRV
3	Auditor's Office		06/27/2008 05:24 PM	NEW

Form Started By: Angela Garcia — Started On: 06/27/2008 11:27 AM

Final Approval Date: 06/27/2008

FOOD POLICY

AUTHORITY

Code of Criminal Procedure Article 104.001, "Jury Pay and Expenses for Jurors"
Code of Criminal Procedure Article 104.002, "Expenses for Prisoners"
Government Code Section 509.011, "Payment of State Aid"
Human Resources Code Section 141.082, "Maintenance of Local Financial Support"
Human Resources Code Section 141.084, "Payment of State Aid"
Human Resources Code Section 152.0012, "Budget"
Human Resources Code Section 152.1141, "Hidalgo County"
Agriculture Code Section 43.033, "Expenses"
Local Government Code Section 112.002, *"Accounting System in County With Auditor and Population of 190,000 or More"*

PURPOSE

The Hidalgo County Commissioners Court on _____ approved the policy set forth below. The policy expands on the current authorization for expenditures of food for jurors, prisoners, adult probation, juvenile probation and demonstration work conducted by the Texas Cooperative Extension. The policy provides guidelines to departments concerning when food and related expenses may be paid for with County funds. The procedures set forth below are prescribed by the Hidalgo County Auditor and are to be followed regarding the payment or reimbursement of food and related expenses.

SCOPE

The policy, procedures, and guidelines apply to all Hidalgo County officials, department heads, and employees.

DEFINITIONS

"Food" means any type of substance that provides nourishment and/or hydration (non-alcoholic beverages) to the human body and includes but is not limited to: precooked, cooked, or uncooked meals, or any cooked or uncooked ingredients, that when prepared, combined and cooked will constitute food for human consumption.

POLICIES AND GUIDELINES

Based upon sufficient appropriations in the department's budget and approval by the official or department head, the County of Hidalgo, Texas will allow for the payment or reimbursement of food under the following circumstances:

1. The purchase of food is required in the normal course of doing business and specifically authorized by state statute. This includes food purchased for jurors, prisoners, juvenile probation, and demonstration work conducted by the Texas Cooperative Extension; or

2. The purchase of food if using grant funds (federal, state or local government grant funds) only if such expenditures are specifically authorized in the contract or grant, or by agency policy, and only to the extent and for the purposes authorized. This includes the adult probation and juvenile probation; or

3. The purchase of food for the purpose of providing hydration (sports drinks containing electrolytes) for employees performing job tasks outdoors where they are exposed to hot or humid weather conditions. This includes employees performing road work.

PROCEDURES

A. County Department

1. Ensure that expenditures for food comply with County policy and fund source restrictions.
2. Process a requisition in accordance with county purchasing policies and procedures.
3. Submit to the County Auditor's Office - Accounts Payable Section the following documentation:
    a. Purchase order
    b. An original itemized invoice or receipt

B. Purchasing Department

1. Review requisition submitted by county departments for compliance with this County policy as well as County purchasing policies and procedures.
    a. If requisition complies with County policy, issue purchase order.
    b. If requisition does not comply with County policy, deny the requisition and notify department of deficiencies.

C. County Auditor's Office - Accounts Payable Section

1. Review invoice and supporting documentation to determine compliance with County policy.
    a. If request complies with County policy, process payment in accordance with internal procedures.
    b. If request does not comply with County policy, deny the invoice and return invoice to the requesting department with an explanation for the denial.

DRAFT FOR DISCUSSION PURPOSES ONLY

TRAVEL POLICIES, GUIDELINES, AND PROCEDURES

REFERENCE

County Auditor's Form T-1 "Application for Out-of-State Official Travel"
County Auditor's Form T-2 "Seminar, Hotel, Car Rental, & Airfare Check Request"
County Auditor's Form T-3 "In-County Travel Automobile Expense Claim"
County Auditor's Form T-4 "Final Travel Expense Claim."
County Auditor's Form T-5 "Out of County – Travel Advance Request"

AUTHORITY

Local Government Code § 152.011 "Amount set by Commissioners Court"
Local Government Code § 152.035 "Reimbursement for Mileage Expenses" (County Auditor)
Local Government Code § 152.901 "Travel expenses for Certain County Agents and Board Members"
Local Government Code § 152.907 "Continuing Education Expenses for County and Precinct Officers"
Government Code § 611.001 "Lodging and Meal Expenses"
Government Code § 611.002 "Common Carrier Fares"
Penal Code § 39.02 "Abuse of Official Capacity"

Internal Revenue Service Publication 1542 "Per Diem Rates"
Internal Revenue Service Publication 15 "Employer's Tax Guide" (Circular E).
Income Tax Regulations § 1.62-2 "Reimbursements and other expense allowance arrangements"

BACKGROUND

Local Government Code § 152.011 authorizes the Commissioners' Court to set the amount of the travel expenses and other allowances for County and precinct officers and employees who are paid wholly from County funds.

Commissioners' Court approved the original policies, guidelines and procedures on June 1, 1996. On _____ 2008, the Hidalgo County Commissioners' Court revised the travel policies, guidelines, and procedures that were previously amended on April 4, 2006. These travel policies, guidelines, and procedures supersede those found in the Hidalgo County Personnel Policy Manual ("Brown Book") and the Hidalgo County Civil Service Commission Rules ("Blue Book"). The travel policies, procedures, and guidelines set forth below are applicable to Hidalgo County Officials (Elected Officials, Appointed Officials, and Department Heads) and employees.

Hidalgo County has adopted an "Accountable Plan" for the reimbursement of business travel expenses. Pursuant to Federal Tax Regulation § 1.62-2, reimbursements for travel under an "Accountable Plan" must meet three requirements as follows:

1. There must be a business connection and the expense must be reasonable;
2. There must be a reasonable accounting of the expenses (amounts paid up to the allowable federal per diem rates are deemed substantiated); and
3. All excess reimbursements must be repaid in a reasonable time.

DRAFT FOR DISCUSSION PURPOSES ONLY

Federal Tax Regulation § 1.62-2(k) provides that, in addition to these three tests, the plan cannot exhibit a "pattern of abuse." If a payer's reimbursement or other expense allowance arrangement evidences a pattern of abuse of the rules of section 62(c) and this section, all payments made under the arrangement will be treated as made under a nonaccountable plan.

Pursuant to Federal Tax Regulation § 1.62-2(c)(5), payments or reimbursements under a nonaccountable plan are included in the employee's gross income, must be reported as wages or compensation on the employees Form W-2, and are subject to withholding and payment of employment taxes (social security, Medicare, unemployment).

POLICIES AND GUIDELINES

1. Travel expenses shall be allowed only for County Officials and employees while on official business. The purpose of the trip must be for the County's benefit and/or be related to the department's primary business activities as follows:

   a. To obtain statutorily required continuing professional education;
   b. To obtain continuing education related to an employee's work or maintenance of a license or certification;
   c. To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations;
   d. To participate in professional organizations related to the employee or official's job assignment;
   e. To conduct essential research and information-gathering for improvement of County operations or compliance with the law;
   f. To monitor the development of state or federal legislation or implementation of legislation that might affect the County;
   g. To participate in forums, coalitions, and discussions relating to the policy, legislative and regulatory interests of the County;
   h. To pursue the County's interests in litigation or criminal justice;
   i. To promote the economic development interests of the County; or
   j. To carry out other purposes determined by Commissioners' Court to be in the interest of the County.

2. Sufficient funds must be available in the adopted budget before expenditure is made.

3. Travel expenses must be reasonable and necessary. Any inappropriate or excessive costs will be at the expense of the traveler.

4. Preference should be given to local and in-state training, unless training is not available locally or in-state.

5. AUTHORIZATION FOR OUT-OF-STATE TRAVEL

   a. Out-of-state travel shall be kept to a minimum.

   b. The Department of Budget and Management (DBM) must approve all out-of-state travel before any reservations and/or travel are made (except for mandatory travel such as transportation of detainees and investigations). **Form T-1 "Application for Out-Of-State Official Travel"** must be submitted to the DBM in order to justify the need to travel out-of-state.

   c. The County is not obligated to pay for travel if prior approval from the Department of Budget and Management is not obtained.

6. METHOD OF PAYMENT FOR TRAVEL EXPENSES

   a. Direct Payment - The County Auditor's Office may pay registration fees, hotel, and airline reservations directly to vendors. The request for payment must be received with sufficient time for the check to be processed by the County Auditor's Office - Accounts Payable Section (at least two weeks prior to the date the check will be needed).

   b. Department's Travel Card - If request for payment is not received within the time specified above, the Purchasing Department should be contacted in order to request that payment be made through the Department's travel card (see Travel Card procedures).

   c. Traveler's Personal Credit Cards and/or Cash - Travel expenses incurred by employees and officials while conducting County business may be paid through personal credit cards and/or cash. The employee or official will be reimbursed by the County for reasonable and allowable expenses in accordance with this Policy upon completion of the travel and submittal of a properly filled **Form T-4 "Final Travel Expense Claim"**. The County will not reimburse interest, over the limit, and late charges, incurred in a personal credit card by the traveler.

   d. Travel Advance - The employee or official may also receive a travel advance subject to certain restrictions (see Section 16).

7. COORDINATION OF TRAVEL

   a. "Coordination of travel" in this Section means County employees traveling together in a personally owned vehicle, County vehicle, or leased motor vehicle.

b. Coordination of travel is required when two, three, or four County employees employed by the same County department travel on the same dates with the same itinerary to conduct the same official County business. If more than four County employees employed by the same County department travel on the same dates with the same itinerary to conduct the same official County business, then coordination of travel is required for each group of four employees and for any fraction in excess of a multiple of four employees.

c. When coordination of travel is required, reimbursement will only be made to the driver of the personally owned vehicle (mileage) or leased motor vehicle (fuel charges). Mileage incurred by a County employee to meet at a location or to pick up other County employees may be reimbursed. This mileage must be reasonable and documented in detail (see Section 9).

d. Coordination of travel, however, is not required if the County Official determines before travel that coordination of travel is not feasible. That determination may be based only on factors relating to official County business. Determinations should be made on a trip-by-trip basis and must be provided in a written memo to the County Auditor's Office – Accounts Payable Section. If the County Auditor's Office determines that the rationale for the determination was not related to official County business, the reimbursement will only be made to one of the travelers.

8. AIR TRAVEL

a. The most economical airfare should be obtained (only coach fare will be allowed). If travel more expensive than coach fare is obtained, the fare must be paid with the traveler's funds and the difference between the coach fare and the fare obtained will not be reimbursed to the traveler. Refundable fares should be considered if possibility of a trip cancellation exists. Commercial airlines are normally the most economical mode of transportation for out-of-state travel. Airline tickets should be reserved in advance, when possible, in order to obtain the most reasonable rates. The use of a travel agency to book air travel reservations is discouraged.

b. Airline tickets purchased with the department's travel card must be reserved through the Purchasing Department (see Travel Card Procedures) and be related to travel expenses for County employees.

c. Package fares (Friends Fly Free, etc.) are encouraged when two or more County Officials or employees are traveling to and from the same location and overall cost can be reduced.

d. The County will only pay one half of the cost of the package fare in cases where officials or employees fly with family or friends (Friends Fly Free, etc.). Airfare for package fares must be paid using the traveler's own personal credit card or funds. The official or employee will be reimbursed one half of the price of the coach fare upon completion of the travel and submittal of a properly filled **Form T-4 "Final Travel Expense Claim"** and evidence of the price of the coach fare.

e. The boarding pass and an original passenger receipt issued by the commercial airline company or an original itinerary issued by the travel agency must be submitted as supporting documentation for a reimbursement. The original receipt or itinerary must include the name of the employee and airline, the ticket number, the class of transportation, the travel dates, the amount of the airfare, and the origin and destination of each flight.

9. PERSONAL VEHICLE

a. If the official or employee elects to travel by personal vehicle, the County will reimburse official business travel at the County adopted rate per highway mile. County Officials or employees currently receiving an approved car allowance will not be reimbursed, unless travel is outside of Hidalgo County. If the traveler is uncertain of the adopted rate, this information may be obtained by contacting the County Auditor's Office - Accounts Payable Section at (956) 318-2511. Please note that the mileage rate may differ if utilizing grant funds, questions should be addressed to the County Auditor's Office - Grants Accounting Section at (956) 318-2511.

b. Mileage reimbursements for a traveler who chooses to drive out-of-state rather than fly should not exceed the lowest round trip coach airfare available at the time travel was authorized. Traveler must supply documentation to support what the airfare would have been at that time.

c. When more than one traveler is going to the same destination, coordination of travel is required (see Section 7). The names of all persons traveling together on the same trip and in the same vehicle must be listed on **Form T-5 "Out-of-County – Travel Advance Request"** and **Form T-4 "Final Travel Expense Claim"**.

d. The driver is responsible for providing reasonable and necessary transportation to all the passengers while on the trip. If a passenger uses another form of transportation while on the trip, transportation expenses will not be reimbursed.

e. Mileage is calculated on a point-to-point basis using the Texas Mileage Guide, plus reasonable incidental travel. Reasonable incidental travel may be reimbursed when the traveler provides specific address destination points by using "Mapquest" to determine mileage. The most direct distance to the destination will be allowed. Any out-of-way or unreasonable travel distance as determined by the County Auditor will be at the expense of the traveler.

f. For in-county mileage reimbursement, a daily travel log must be maintained that indicates specific destination points (including address information) purpose of travel, and any other information deemed necessary. Employees must request reimbursement on a monthly basis with the completion and submittal of **Form T-3 "In-County Travel Automobile Expense Claim"** to the County Auditor's Office – Accounts Payable Section.

g. Commuting expenses incurred in traveling between the employee's residence and their main place of work (County office) or for mileage/expenses incurred in any other travel of a personal nature are not reimbursable. If mileage incurred in a single day to a place outside the office exceeds normal commuting mileage (home to office and return), the difference between mileage incurred that day and commuting mileage is reimbursable. As guidance, please refer to the following examples:

Example 1: Debra lives in Mission. She has a meeting in Edinburg. She drives directly to Edinburg, attends the meeting, and returns home. She should check her odometer reading when she leaves her house and when she returns to her house. Her total round trip is 26 miles. Her normal commute is 10 miles round trip to the office each day. The 10 miles should be deducted from the total mileage and Debra would only be reimbursed for 16 miles.

Example 2: Mary lives on the southwest side of town, and has a 10-mile daily round trip commute to the office. She reports to the office in the morning and leaves for a 10 o'clock meeting at the Sheriff's Department. The meeting lasts until the end of the normal workday, at which time she goes home. Mary traveled 40 miles today, and she will be reimbursed for 30 miles.

Example 3: Daniel lives on the east side of town and his daily round trip commute to the office and back home is 15 miles. He has an eight o'clock meeting at the Department of Budget and Management. He goes directly from home to the Department of Budget and Management,

returns to the office after the meeting, and goes home at the end of the day. Daniel traveled 45 miles of which only 30 miles are reimbursable.

Example 4: Frank lives on the south side of town. He has a morning meeting at the Precinct 1 office. The meeting lasts all day, and Frank returns home from Precinct 1. A total of 20 miles were traveled today. Frank commutes 30 miles round trip to the office each day, therefore no request for reimbursement can be made.

h. The County does not provide insurance coverage for private vehicles; therefore, each County Official is responsible to ensure employees traveling on County business have a current automobile insurance policy that provides adequate coverage. The name of the traveler must appear on the automobile insurance card. Reimbursement will not be made if the name of the traveler does not appear on the insurance card. Vehicular accidents, vehicle repairs, parking fines, towing charges and theft of property are the responsibility of the employee, not the County.

i. County Officials should ensure that employees using a personal vehicle file a copy of their current insurance card and current driver's license with the County Auditor's Office. Mileage reimbursement will not be made if a current driver's license and current insurance card is not received by the County Auditor's Office – Accounts Payable Section and the driver did not have an unexpired driver's license or current insurance coverage at the time travel was made.

10. COUNTY VEHICLE

a. The use of County vehicles is encouraged over private vehicles. Traveler is required to have a current driver's license. When more than one traveler is going to the same destination, "coordination of travel" (see Section 7) is required. Individuals not on County business cannot be transported in a County vehicle. Additionally, County vehicles cannot be used when combining conference and personal leave.

b. Reimbursement will be made for actual expenses incurred and for which an appropriate original receipt is provided.

c. The driver is responsible for providing reasonable and necessary transportation to all the passengers while on the trip. If a passenger uses another form of transportation while on the trip, transportation expenses will not be reimbursed.

d. Accidents, if any, must be reported to the local police before leaving the scene. The Department of Budget and Management - Safety Division must also be notified at (956) 318-2644, as soon as possible.

11. CAR RENTALS

a. Car rentals will be reimbursed when it is the most economical means of transportation. Reservations for car rentals made under the name of Hidalgo County are required to be made through the State of Texas travel management services contract due to the insurance coverage provided (loss/damage waiver and liability insurance coverage). For further information contact the Purchasing Department at (956) 318-2626. Car rental reservations made with the department's travel card must be reserved through the Purchasing Department (see Travel Card Procedures).

b. Car rental reservations should be made in advance to ensure availability of appropriate size and type of vehicle. When more than one traveler is going to the same destination, "coordination of travel" is required (see Section 7). In addition, a statement as to whether the department has an assigned County vehicle and the reasons for not utilizing the County vehicle should be noted on the purchase requisition. Rental cars are to be restricted to size and type as follows:

I. Compact, midsize, or full size car when used by one to four County employees.
II. Midsize sport utility or minivan when used by four or more County employees.
III. Rental of "luxury" and large "sport utility vehicles" such as a Chevy Suburban, Ford Expedition, or similar models are not allowed. However, rental of these types of models will be allowed if the car rental company honors the rate for the applicable size and type of vehicle allowed by policy.

c. Rental of cars is acceptable for one day before the meeting or conference begins whenever same day rental is not practical. Return of rental vehicle one day after the meeting or conference ends is acceptable if same day return is not practical.

d. If a County Official or employee wishes to rent a vehicle other than the vehicle size and type allowed by the policy, the individual will be responsible for paying the entire invoice amount and may seek reimbursement for the amount allowed by Policy. The traveler will only be reimbursed the state contract price rate for the allowable vehicle size and type. In addition, the department's travel card cannot be utilized to

book car rentals for a vehicle size and type not allowed by this policy. If the traveler accepts insurance coverage for a car rental in order to be covered during the trip, the entire cost of the insurance coverage will be a personal expense and not reimbursable.

e. The name of each employee that may drive the rental car must appear on the rental agreement to ensure proper coverage.

f. The driver is responsible for providing reasonable and necessary transportation to all the passengers while on the trip. If a passenger uses another form of transportation while on the trip, transportation expenses will not be reimbursed.

g. It is encouraged that car rentals be re-fueled prior to returning the vehicle to the car rental company in order to avoid high-priced gas charges. In addition, the original gas receipt must be submitted to the County Auditor's Office - Accounts Payable Section with the completed **Form T-4 "Final Travel Expense Claim"**.

h. The original car rental receipt/bill and car rental agreement must be submitted as supporting documentation for payment or reimbursement. The original car rental receipt/bill must indicate the starting and ending dates of rental, rental rates, specify the name of the car rental company, specify the name of the renter and additional drivers, if any, and itemize all other expenses incurred. The car rental company agreement must include the name and signature of the individual that picked up and returned the vehicle, the time and date the vehicle was picked up and returned, the location where the vehicle was picked up and returned, and the amount of miles that were traveled.

i. Accidents, if any, must be reported to the local police before leaving the scene and the rental car company. The County's Department of Budget and Management - Safety Division must also be notified at (956) 318-2644, as soon as possible.

12. TAXIS, BUSES, AND OTHER GROUND TRANSPORTATION

a. Taxis, buses, or other ground transportation to and from airports are allowable expenses only when necessary. The use of a hotel shuttle service is the preferred method of travel at out-of-town locations, if available.

b. Limousine service is not allowed.

c. Original receipts must be submitted in order to obtain reimbursement.

13. LODGING

a. The use of a travel agency to reserve hotel accommodations is discouraged. The traveler is required, to use the State of Texas travel management services contract for hotels in order to arrange the most favorable rate unless cost benefits may be achieved by other means. Questions regarding this contract may be addressed to the Purchasing Department at (956) 318-2626. Additional information may be obtained by visiting: www.window.state.tx.us/procurement/prog/stmp/.

b. Hotel reservations should be made in advance in order to obtain the most economical rates (government, conference, and other available discount rates, etc.).

c. If traveling in-state, the County will pay the most economical single occupancy room rate up to a maximum of $100 plus applicable tax per night (i.e. ocean view would not be allowed). However, if the traveler is staying at the hotel where the seminar/conference/meeting is held, the County will pay the applicable single occupancy room rate, conference rate, or government rate.

d. If traveling out-of-state, the County will pay the most economical single occupancy room rate up to a maximum of $200 plus applicable tax per night (i.e. ocean view would not be allowed). However, if the traveler is staying at the hotel where the seminar/conference/meeting is held, the County will pay the applicable single occupancy room rate, conference rate, or government rate.

e. Hotel reservations made with the department's travel card must be made through the Purchasing Department. The travel card cannot be utilized to book hotel reservations with rates higher than allowed by this policy. Hotel reservations at a rate above the allowable rate must be paid using the traveler's own personal credit card or funds (see Travel Card Procedures). If a spouse and/or dependent(s) accompany the official or employee, the County will not reimburse the difference in hotel room rates above the single occupancy room rate.

f. Arrival one night before the day the meeting or conference begins is acceptable whenever same day travel is not practical. However, arrival the same day the meeting or conference begins is required if the meeting or conference is taking place within 100 miles from the traveler's normal place of work and the meeting or conference begins at or after 10:00 AM. Arrival the day that the meeting or conference begins is encouraged whenever the meeting or conference begins at or

after 12:00 PM and the location of the meeting or conference is less than 300 miles away.

g. Return on the day after the meeting or conference ends is acceptable whenever same day travel is not practical. However, return the same day that the meeting or conference ends is required if the meeting or conference is taking place within 100 miles from the traveler's normal place of work and the meeting or conference ends at or before 3:00 PM. Return the same day that the conference or meeting ends is encouraged whenever the meeting or conference ends before 12:00 PM and the location of the meeting or conference is less than 300 miles away.

h. Extra hotel nights for personal reasons will be at the officials or employees own expense and will not be reimbursed. Extra hotel nights for personal reasons will not be paid using County funds or the department's travel card.

i. A traveler may not be reimbursed for a lodging expense incurred at a place that is not a commercial lodging establishment.

j. An original lodging receipt showing payment in full must be submitted as supporting documentation for payment or reimbursement. The receipt must include the name and address of the commercial lodging establishment, the name of the employee, the single occupancy room rate, and a daily itemization of the lodging charges.

14. MEALS

a. Meals for out-of-county travel will be reimbursed as follows:

i. Out-of-county – In State Travel

A. Meals, including tips, will be reimbursed based on a per diem basis at $36 per day. This reimbursement limit applies without a carry over from one day to another. The per diem will be prorated for partial days ($ 8-breakfast, $12-lunch and $16-dinner). Trips beginning before 8:00 a.m. will receive $36; trips beginning after 8:00 a.m. but before 1:00 p.m. will receive $28; trips begins after 1:00 p.m. will receive $16. Trips completed before 8:00 a.m. receive $8; trips completed after 8:00 a.m. but before 6:00 p.m. will receive $20; and trips completed after 6:00 p.m. will receive $36. The employee is not required to keep receipts to document the cost of these meals. However, please note that receipts may be required by the County Official or when

utilizing grant funds, questions should be addressed to the County Auditor's Office - Grants Accounting Section at (956) 318-2511.

ii. Out-of-County – Out-of-State Travel

Meals will be reimbursed based on one of the following methods:

A. On a per diem basis at $39 per day. This reimbursement limit applies without a carry over from one day to another. The per diem will be prorated for partial days ($9-breakfast, $12-lunch and $18-dinner). Trips beginning before 8:00 a.m. will receive $39; trips beginning after 8:00 a.m. but before 1:00 p.m. will receive $30; trips beginning after 1:00 p.m. will receive $18. Trips completed before 8:00 a.m. receive $9; trips completed after 8:00 a.m. but before 6:00 p.m. will receive $21; and trips completed after 6:00 p.m. will receive $39. The employee is not required to keep receipts to document the cost of these meals. However, please note that receipts may be required by the County Official or when utilizing grant funds, questions should be addressed to the County Auditor's Office - Grants Accounting Section at (956) 318-2511.

B. Actual cost of meals including taxes and tips/gratuities (up to 15% of the cost of the meal) with original itemized receipts up to a maximum of $50 per day. The $50 maximum amount will be prorated for partial days. Trips beginning before 8:00 a.m. may receive up to the maximum amount of $50; trips beginning after 8:00 a.m. but before 1:00 p.m. may receive up to a maximum amount of $40; trips beginning after 1:00 p.m. may receive up to a maximum of $25. Trips completed before 8:00 a.m. may receive up to a maximum of $10; trips completed after 8:00 a.m. but before 6:00 p.m. may receive up to a maximum of $25; and trips completed after 6:00 p.m. may receive up to a maximum of $50. The employee is required to keep original itemized receipts to document the cost of these meals. Failure to submit the required receipts for any one day will result in the cost of the meal reimbursement to be based on the per diem basis listed in section 14(a)(ii)(A).

b. Meals that are an integral part of the seminar or conference and are listed separately on the registration materials may be allowed at a rate higher than the applicable per diem rate. However, the daily per diem rate will be reduced by the applicable meal per diem rate. Supporting documentation such as the registration receipt or printed material showing which meal(s) are covered is required.

c. Meals for in-county travel and travel not requiring an overnight stay will not be reimbursed unless the meal cost is part of a conference/ registration fee.

d. Advances for meals will only be provided when traveling out-of-county for two days or longer.

e. The meals for a spouse and/or dependent(s) will not be paid with County funds.

15. NON-REIMBURSABLE EXPENSES:

a. Alcoholic beverages
b. Valet parking (if self-parking is available)
c. Tips and gratuities in excess of 15% of the actual meal cost for out-of - state travel
d. Personal phone calls - all phone calls are deemed personal calls unless proof is submitted that the call was for County business
e. Personal items, such as prescriptions, cosmetics, movies, golf, health club, spas, haircuts, shoe shines, newspapers, laundry/dry cleaning charges, etc.
f. Loss of funds or personal belongings
g. Extra day or days on the trip for personal reasons
f. Luxury & large sports utility vehicle rental cars (see exception in Section 11)
g. Additional charges for accommodations, meals, travel, etc., for individuals not on County business who accompany the traveler on an authorized County business trip
h. Fines, court costs, and related expenses
i. Meals for non-overnight travel
j. Interest, over the limit, or late charges incurred in a personal credit card
k. Expenses deemed unreasonable, excessive, unsupported or unexplained

16. TRAVEL ADVANCES:

a. Employees are encouraged to pay for travel expenses using their own personal funds and seek reimbursement from the County. Nonetheless, travel advances will be allowed if an employee's seminar/conference/

meeting is scheduled to last for 2 or more days by completing **Form T-5 "Out of County – Travel Advance Request"**.

b. Travel advances are to be given to the requesting employee and may not be given to or used by another employee. Likewise, the travel advance is issued for a specific trip and may not be used for a trip different than the one that was listed on the original request.

c. Travel advances are the sole responsibility of the traveler and such funds should be safeguarded from loss or misuse. Advances will be recorded as a receivable from the employee until the employee settles the advance through submission of **Form T-4 "Final Travel Expense Claim"**.

d. Travel advance requests must be received by the County Auditor's Office - Accounts Payable Section with sufficient time for the check to be processed (at least two weeks prior to the date the check will be needed). If request is not received within the time specified, a travel advance check may not be processed and the traveler will have to use a personal credit card and/or cash.

e. Registration fees, hotel, and airline reservations will not be advanced to the traveler. County Officials and employees are expected to arrange for prepayment of these expenses wherever possible, by using the department's travel card, purchase order, or by requesting that the County issue payment to the vendor. Those expenses that cannot be prepaid by one of these methods should be paid from the employee's personal credit card and/or cash during the period of travel. The County Auditor will grant exceptions on the advancement of registration fees, hotel, and airline reservations to the traveler on a case-by-case basis.

f. If the official or employee elects to travel by personal vehicle within the State of Texas, the employee may be advanced mileage calculated on a point-to-point basis using the Texas Mileage Guide at the current County adopted rate per highway mile. Incidental mileage will not be advanced.

g. Incidental expenses (taxi fare, shuttle fare, gas charges for car rentals, airport and hotel parking) may be advanced based on $20.00 per day. The County Auditor may grant exceptions on the amounts to be advanced on a case-by-case basis.

h. If attendance at the seminar/meeting/conference is cancelled, travel advances should be immediately returned to the County Treasurer's Office no later than 20 calendar days after the seminar/conference/

meeting date with a completed **Form T-4 "Final Travel Expense Claim"**.

i. Individuals receiving a travel advance are required to account for the advance within 20 calendar days after the seminar/conference/meeting date by completing **Form T-4 "Final Travel Expense Claim"**. Original itemized receipts (except meal receipts) must be submitted in order to obtain reimbursement for allowable expenses paid by the traveler. Subsequent travel advances requested by the department on behalf of a traveler with an outstanding travel advance will not be made.

j. If **Form T-4 "Final Travel Expense Claim"** is not settled within 60 days of trip return, the County Treasurer will deduct the advance from the traveler's next paycheck. Once the advance is taken from the traveler's paycheck, the traveler will not be able to seek reimbursement from the County. A request for reimbursement after these 60 days will not be allowed. Unsettled travel advances for terminated employees will be deducted from their final paycheck.

17. TRAVEL CANCELLATIONS

a. If it becomes necessary to cancel a trip, the traveler is required to make all necessary cancellations, notify the Purchasing Department if department's travel card was used for reservations, and/or the County Auditor's Office – Accounts Payable Section if payments were made in advance (seminar registration, hotel accommodations, airfare, and car rental, etc.).

b. An employee may be reimbursed for travel expenses or cancellation charges incurred as a result of attempting to conduct official County business if:

i. The travel expense is incurred for a reason related to official County business;
ii. The employee is unable to conduct the business because of a natural disaster or other natural occurrence; and the expense would be payable or reimbursable had the official County business been conducted; or
iii. The employee returns, before the official County business is completed because of an illness or a personal emergency.

c. The supporting documentation for a travel expense or cancellation charge incurred under these circumstances must include a description of the official County business, natural disaster or other natural occurrence, or the County Department's determination that an illness or a personal

emergency occurred that made the employee unable to conduct official County business. In addition, any checks in the possession of the employee for payment of travel expenses (registration, hotel, etc.) must be returned and be accompanied by a written request to void the checks. Any cancellation costs that did not result from the above-approved reasons will be disallowed and at the expense of the traveler.

d. Failure to cancel reservations for reasons other than those listed above will be at the expense of the traveler and be deducted from the employee's payroll check within 60 days of the seminar/conference/ meeting date.

18. TRAVEL REIMBURSEMENTS

a. The reimbursement rate for certain travel expenses may vary from the County's rate if grant funds are being used. Before expenses are incurred, questions should be addressed to the County Auditor's Office - Grants Accounting Section at (956) 318-2511.

b. Travel expenses incurred and paid through personal credit cards and/or cash while conducting official County business will be reimbursed only if reasonable, necessary, and allowable in accordance with this Policy upon completion of the travel and submittal of a properly filled **Form T-4 "Final Travel Expense Claim"**. The County will not reimburse interest, over the limit, and late charges, incurred in a personal credit card by the traveler.

c. The County will not reimburse a County employee for a travel expense unless the employee has incurred the expense. A County employee who receives free transportation or lodging in exchange for mileage, points, or other non-monetary credits belonging to the employee is not considered to have incurred an expense.

d. A County employee may not accept a reimbursement or advance for a travel expense from more than one source. A County employee who anticipates receiving or actually receives a travel expense reimbursement or advance from another person/entity/association other than the County may seek a reimbursement or advance for the expense from the County only to the extent the amount of the person's reimbursement or advance is less than the amount of the total expense. If reimbursement is received from the County and another source, the reimbursement should be returned to the County Treasurer's Office no later than 20 days after receipt of the subsequent reimbursement.

19. SANCTIONS

a. A County employee who violates this policy and misuses County property or funds will be subject to disciplinary action including termination and/or criminal charges.

DRAFT FOR DISCUSSION PURPOSES ONLY

PROCEDURES

A. County Department

1. Ensure traveler has read and understands the County's travel policies, guidelines, and procedures as they relate to minimizing travel costs and documenting travel expenses with original receipts.

2. If grant funds are being utilized, verify reimbursement rates and travel guidelines with the County Auditor's Office - Grants Accounting Section at (956) 318-2511.

3. If traveling out-of-state, obtain approval from the DBM by submitting **Form T-1 "Application for Out-Of-State Official Travel"** before any reservations or travel is made.

4. Submit requisition to the Purchasing Department for seminar registration, hotel accommodations, airfare, car rental, and meals and incidental expenses, if any (requisition for meals and incidentals should be made under the name of the traveler). Ensure travel expenses are in accordance with the travel policy and requisition includes the following:

   a. Seminar Registration: seminar/conference/meeting name, date(s), location, including city and state; name(s) of traveler(s); notation as to manner of travel (County vehicle, County provided rental, or use of personal vehicle).

   b. Hotel Accommodations: seminar/conference/meeting name, date(s), location, including city and state; name(s) of traveler(s); type of room rental, daily hotel rate, and number of hotel nights.

   c. Airfare: seminar/conference/meeting name, date(s), location, including city and state; name(s) of traveler(s); date(s) of travel.

   d. Car Rental: purpose of rental (i.e. attend seminar/conference/ meeting/elections); seminar/conference/meeting/elections name, date(s), location, including city and state; name of driver and additional driver, if any; name(s) of traveler(s); type and size of rental vehicle, daily rental rate, number of rental days, location where rental will be acquired and returned (address, city, and state). If department has a County vehicle, include a statement providing proper justification as to why the County vehicle will not be used.

e. Meals and incidental expenses: name of traveler; seminar/ conference/meeting name, dates(s), location, including city and state; meals and incidental expenses should be listed separately.

5. If utilizing the department's travel card, request the Purchasing Department to book seminar registration, hotel accommodations, airfare, and car rental.

6. If requesting direct payment for seminar registration, and hotel accommodations submit **Form T-2 "Seminar, Hotel, Car Rental, & Airfare Check Request"** to the County Auditor's Office - Accounts Payable Section.

7. If requesting a travel advance, submit **Form T-5 "Out-Of-County Travel Advance Request"** and submits requisition to the Purchasing Department for travel advance in the name of the traveler.

8. Ensure that within 20 calendar days after completion of travel, traveler completes **Form T-4 "Final Travel Expense Claim"** and returns any remaining travel advance funds to the County Treasurer's Office. **Form T-4**, along with a copy of the County Treasurer's receipt (if any), must be submitted to the County Auditor's Office – Accounts Payable Section only after it has been properly completed, supported, and signed. Reimbursement to the traveler, if any, will be delayed or denied until the original supporting documentation for expenditures made is received. Supporting documentation includes the following:

   - Original itemized hotel receipt indicating a zero balance owed
   - Airline boarding pass and original airline ticket receipt or travel agency itinerary
   - Original car rental receipt and car rental agreement
   - Seminar/conference/meeting agenda
   - Original receipt and/or confirmation for seminar, conference, etc.
   - Seminar certificate of completion, if available
   - Original taxi receipt
   - Original parking receipt
   - Printouts of MapQuest (if requesting incidental mileage reimbursement)
   - If coordination of travel is required, submit written justification for need to travel separately

   Original receipts must be affixed to a sheet of paper in date order and attached to **Form T-4 "Final Travel Expense Claim"**.

9. Submit, if necessary, the approved **Form T-1 "Application for Out-Of-State Official Travel"** to the County Auditor's Office when requesting payment or reimbursement of travel expenses.

10. Submit, if necessary, **Form T-3 "In-County Travel Automobile Expense Claim"**, including specific address points on a monthly basis by the 10th workday following the end of the month in which the expense was incurred.

11. If it becomes necessary to cancel a trip, the traveler is required to make all necessary cancellations, notify the Purchasing Department if department's travel card was used for reservations, and/or the County Auditor's Office – Accounts Payable Section if payments were made in advance (seminar registration, hotel accommodations, airfare, and car rental, etc.).

    If a trip was cancelled, any checks for payment of advanced travel expenses (registration, hotel, advances, etc.) must be submitted to the County Auditor's Office - Accounts Payable Section. The check must be accompanied by a written request from the County Official to void the checks.

    In addition, if a trip was cancelled, **Form T-4 "Final Travel Expense Claim"** must be completed and submitted to the County Auditor's Office - Accounts Payable Section along with supporting documentation for any travel expenses or cancellation charges incurred. In addition to the items listed on Section A8 above, supporting documentation should include the following:

    - Description of the official County business
    - Reason for cancellation that made the employee unable to conduct official County business (natural disaster, natural occurrence, illness, or a personal emergency). Cancellations for reasons other than those listed above will be at the expense of the traveler and be deducted from the employee's payroll check within 60 days of the seminar/conference/meeting date.

    Failure to cancel reservations or cancellations for reasons other than those listed above will be at the expense of the traveler and be deducted from the employee's payroll check within 60 days of the seminar/conference/meeting date.

B. Purchasing Department

1. Review requisition submitted by department for seminar registration, hotel accommodations, airfare, and car rental, if any. Ensure requisition includes the information listed in Section A4 above and that request is in compliance with travel policy.

2. If request is in compliance with travel policy, issue purchase order for seminar, hotel accommodations, airfare, and car rental, if any.

3. Book seminar, hotel accommodations, airfare, and car rental for departments requesting payment by the department's travel card ensuring reservations comply with the travel policy and guidelines.

4. Upon notice by the department of a trip cancellation, cancel reservations made using the department's travel card.

5. If airfare was reserved using the department's travel card, maintain an inventory schedule of refundable airfare credits received as a result of a trip cancellation. The inventory schedule should include the department name, employee name, cancellation date, and re-schedule/use date.

C. Department of Budget and Management

1. Review **Form T-1 "Application for Out-Of-State Official Travel"** and approve request for out-of-state travel if need for travel is properly justified (i.e. training is not available in-state).

D. County Auditor

1. Audit and process **Form T-2 "Seminar, Hotel, Car Rental, & Airfare Check Request"** ensuring compliance with the travel policy & guidelines.

2. Audit and process **Form T-5 "Out-Of-County Travel Advance Request"** ensuring compliance with the travel policy & guidelines.

3. Audit and process **Form T-4 "Final Travel Expense Claim"** ensuring compliance with the travel policy & guidelines.

4. Liquidate the purchase order issued for the travel advance from the out-of-county travel account and prepare a journal entry to record the out-of-county travel expense and remove the receivable owed from the employee when the employee settles the advance through submission of **Form T-4 "Final Travel Expense Claim"**.

5. Send notices to departments when travel payments have been paid directly to the vendor or traveler and a **Form T-4 "Final Travel Expense Claim"** has not been submitted.

6. Notify the County Treasurer of any travelers for which the County has made travel payments on their behalf and have not submitted **Form T-4 "Final Travel Expense Claim"** within the specified time.

7. Audit and process **Form T-3 "In-County Travel Automobile Expense Claim"** ensuring compliance with the travel policy & guidelines.

E. COUNTY TREASURER

1. Mail out travel checks unless the department has requested otherwise.

2. Notify the departments when the travel advance or travel expense reimbursement checks have been processed and are ready for pickup.

3. Verify identification and obtain signature of individual picking up the check before releasing the check.

4. Verify that remaining travel funds being returned to the County by traveler are accompanied by a copy of properly filled out and documented **Form T-4 "Final Travel Expense Claim"**.

5. Forward receipt issued for remaining travel funds and **Form T-4 "Final Travel Expense Claim"** to the County Auditor's Office - Financial Accounting Section.

6. Make arrangements to deduct from the traveler's paycheck any advance travel payments made to the vendor or the traveler if **Form T-4 "Final Travel Expense Claim"** is not submitted within the specified time in accordance with applicable laws.

7. Contact and verify with the County Auditor's Office - Accounts Payable Section that travel advances made to a terminated employee have been settled. If a travel advance has not been settled, deduct the outstanding amount from the employee's final paycheck.

AI-9820 **17.A.**

Selection of Names to serve in the 2008 Grievance Committee
CC REGULAR

Date: 07/01/2008
Submitted By: Delia Rodriguez, COUNTY CLERK
Submitted For: Delia Rodriguez
Department: COUNTY CLERK
Agenda Area: County Clerk

Information

CAPTION

Approval to select names for the Grievance Committee.

BACKGROUND

Fiscal Impact

FISCAL YEAR: N/A **ACCT. #:** N/A
FUNDS AVAILABLE Y/N?: N/A **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

This agenda item does not require funding; no budgetary impact as of 6-18-08.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	06/18/2008 09:00 AM	APRV
2	Ivan Cantu	Ivan Cantu	06/18/2008 09:20 AM	APRV
3	Auditor's Office	Arcilia Duran	06/18/2008 02:08 PM	APRV
4	Purchasing Department	Marty Salazar	06/18/2008 04:08 PM	APRV
5	Court Administrator	Angela Garcia	06/24/2008 10:28 AM	APRV

Form Started By: Delia Rodriguez Started On: 06/17/2008 02:38 PM

Final Approval Date: 06/24/2008

AI-9802 **18.A.**

Interdepartmental Transfer to Tower Road Project
CC REGULAR

Date: 07/01/2008
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Area: Precinct #2

Information

CAPTION

Approval of 2008 interdepartmental transfer within Precinct #2 (1202), from Road & Bridge (program 006) to Tower Road (Moore-Balli) (program 027), in the amount of $20,000.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1202-431-00-122-0XX-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

From 8-1202-431-00-122-006-0-890 PCT.2 P/U RD-OTHER to 8-1202-431-00-122-027-0-711 TOWER RD (MOORE-BALLI)-ROW in the amount of $20,000.00. Funds available for transfer as of 6/16/08.

Attachments

Link: 7-01-2008 Tower RD Inter-Departmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	06/16/2008 01:44 PM	APRV
2	Dale Kennan	Dale Kennan	06/16/2008 02:17 PM	APRV
3	Auditor's Office	Linda Fong	06/25/2008 05:27 PM	APRV
4	Purchasing Department	Marty Salazar	06/25/2008 05:55 PM	APRV
5	Court Administrator	Monica Badillo	06/26/2008 09:03 AM	APRV

Form Started By: Yolanda Cisneros Started On: 06/13/2008 03:41 PM

Final Approval Date: 06/26/2008

INTER-FUND TRANSFER

DATE **June 13, 2008**

DEPARTMENT NAME: **Hidalgo County Precinct No. 2**

ACCOUNT NUMBER: **8-1202-431-00-122-0XX-0-XXX**

SUBJECT: **Interfund Transfer/s (transfers in/out) (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interfund transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
From:			
8-1202-431-00-122-006-0-890		**PCT.2 P/U RD-OTHER**	**($20,000.00)**
To:			
8-1202-431-00-122-027-0-711		**Tower Road (Moore -Balli) ROW**	**20,000.00**
		TOTAL BUDGET INCREASE (DECREASE)	

Reason: **Transfer needed for the continued operation of Tower Road Project**

DEPARTMENT HEAD SIGNATURE

/ /

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-9812 **18.B.**

Request for new positions for Precinct 2 - Community Resource Center (South Tower Road)

CC REGULAR

Date: 07/01/2008
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Precinct 2 CRC
Department: BUDGET & MANAGEMENT
Agenda Area: Precinct #2

Information

CAPTION

Community Resource Center (South Tower Road):
1. Approval to create the following permanent full-time positions as authorized by CC on 05/27/2008:

Slot No.	Position Title	Budgeted Salary
122-082-0001	Maintenance I	$17,680.00
122-082-0002	Community Outreach Worker	$17,992.00
122-082-0003	Community Outreach Worker	$17,992.00

2. Approval of interdepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Prorated Salary as of 7/14/08 as per D.T.
See agenda item 21 F#9487 on Commissioners Court Regular Agenda 05/27/2008

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1100-466-00-122-082-0-XXX
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Prorated salaries and related fringes are to be funded via transfer from County Wide Admin-Contingency in the total amount of $36,004.24. Funding available as of 6/16/08.

Attachments

Link: Maintenance I - PAR
Link: Community Outreach Worker - PAR
Link: Maintenance I- Job Description
Link: Community Outreach Worker- Job Description

Link: Fiscal Note

Link: Transfer for Pct 2 CRC (S Tower)

Link: Revised Salary Schedule

Link: Copy of LOT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	06/16/2008 03:53 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/18/2008 03:00 PM	APRV
3	Human Resources		06/27/2008 05:24 PM	NEW

Form Started By: Dale Kennan — Started On: 06/16/2008 10:33 AM

Final Approval Date: 06/27/2008

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Pct. 2 / Dept. # 122

DATE: June 16, 2008

CURRENT POSITION TITLE: NONE

CURRENT SLOT. #: 082-001

REQUESTED POSITION TITLE: (For new positions or reclassifications) Custodian- MAINTENANCE I

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ _____ (Current Budgeted Salary) $ ~~20,417.23~~ #17,680.00 (Proposed Budgeted Salary) $ $17,680.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other 8-1100-466-00-122-082-0-

POSITION Type:

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

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

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Staff person will provide upkeep and maintenance to the new CRC building to be completed soon. Employee will also provide landscaping maintenance to the area surrounding the Community Resource Center.

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

Provide upkeep and maintenance to the South Tower CRC building and surrounding area.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 06/16/2008	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☒ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 6/19/08	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 6/20/2008	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Precinct 2 / Dept. #122

DATE: June 16, 2008

CURRENT POSITION TITLE: NONE

CURRENT SLOT. #: 082 - 002, 082 - 003

REQUESTED POSITION TITLE: (For new positions or reclassifications) Community Outreach Worker - 2 positions

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ ~~$33,712.86~~ #17,992.00 x 2 (Proposed Budgeted Salary) $ #35,984.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other 8-1100-466-00-122-082-0-

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

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

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

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

Outreach workers will provide outreach services with the neighboring colonias to identify needs. Staff will network with community resources to provide the services identified by the residents.

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

Provide outreach services to surrounding colonias. Identify needs questionaires to interview residents. Able to interview and make presentations. Able to network with other resources in the area.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	06/16/2008 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☒ NO
2. HUMAN RESOURCES DIRECTOR	6/19/08 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	6/20/2008 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
COMMUNITY RESOURCE CENTER

JOB TITLE: Maintenance I — FLSA STATUS: NON-EXEMPT

DEPARTMENT: 122 (PCT 2) — CIVIL SERVICE STATUS: NON EXEMPT

SUMMARY

Perform general cleaning including sweeping, mopping, ducting, emptying wastebaskets, and ashtrays.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Performs general cleaning, including sweeping, mopping, dusting, emptying wastebaskets, ashtrays, etc.
- Mows, and trims lawn, prunes plants and weeds flower beds, waters lawn and flower beds.
- Applies fertilizer and other chemicals
- Cleans walls, windows and light fixtures.
- Pick up trash.
- Regular attendance is a must
- Ability to work well with others.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

EDUCATION and/or EXPERIENCE

- High School diploma or General Education degree (GED) preferred;
- One year experience.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess a valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Ability to operate lawn care equipment.
- Ability to operate vacuum cleaner.
- Ability to operate buffing and stripping machines.
- Ability to follow written and verbal instructions.
- Ability to work independently.
- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.

- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually loud.

SAFETY REQUIREMENTS

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

- Sitting for extended periods of time
- Operating assigned equipment

Maintain mental capacity which permits:

- Making sound decisions and using good judgment
- Demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- Making observations
- Reading and writing
- Operating assigned equipment
- Communicating with others

ACCIDENT PREVENTION PROGRAM

Required to follow all departments' safety regulations.

HIDALGO COUNTY

JOB TITLE: Community Outreach Worker FLSA STATUS: NON-EXEMPT

DEPARTMENT: 122 CIVIL SERVICE STATUS: NON-EXEMPT

SUMMARY

Promotora's will recruit and motivate isolated colonia residents in the North San Juan Area. Will conduct needs assessments to determine the health, social, educations, employment, and employment training need of the surrounding colonias. Services will be provided to families, youth, elderly, and the community in whole. Employees will not have supervisory responsibilities.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Conduct home visits to educate and recruit colonial residents to educations, workforce, health, human services, youth, elderly, and other enrollment opportunities, activities and trainings offered in the North San Juan CRC and PCT II Area.
- Identify family needs and barriers to participation in education, workforce, health human services, youth and elderly programs available locally and recruit PCT II residents to those programs.
- Follow up with residents on their preparation and progress.
- Completes and documents evaluation activities.
- Prepares reports as required including daily encounter records.
- Performs phone duties as needed.
- Attends training when needed.

EDUCATION and/or EXPERIENCE

- High School diploma or General Education degree (GED);
- Fully bilingual (English/Spanish)

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess valid Texas Motor Vehicle Operator's License
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Secretarial skills, typing, and computer usage.

- Must have good command of the English language including usage, spelling, and grammar.
- Ability to communicate effectively orally and in writing in English and Spanish.
- Ability to be organized, efficient and confidentiality.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.
- Follow up with residents on their participation and progress.
- Completes and documents evaluation activities.
- Prepares reports as required including daily encounter records.

PHYSICAL DEMANDS

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

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

The employee must occasionally lift and/or up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually low.

IMMUNIZATION/TB SCREENING REQUIREMENTS

Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B, measles, mumps, rubella, or rabies vaccines). TB skin testing may be required yearly as needed.

SAFETY REQUIREMENTS

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

- Sitting for extended periods of time
- Frequent standing, bending, and reaching
- Operating assigned equipment

Maintain mental capacity which permits:

- Making sound decisions and using good judgment
- Maintaining confidentiality
- Demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- Making observations
- Reading and writing
- Operating assigned equipment
- Communicating with others

ACCIDENT PREVENTION PROGRAM

Required to follow all departments' safety regulations

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Valde Guerra, Budget Officer
CC Date: Tuesday, July 01, 2008

Agenda Item: AI-9812

Summary of request/proposal:
Precinct 2 is requesting the approval to create the following positions for Precinct 2 Community Resource Center (at South Tower Road): Note the effective date of 7/14/08 (proration of salaries).

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	Maintenance I	0001	113	0.00	17,680.00	17,680.00
1100	Comm. Outreach Worker	0002	113	0.00	17,992.00	17,992.00
1100	Comm. Outreach Worker	0003	113	0.00	17,992.00	17,992.00
				0.00	53,664.00	53,664.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
8-1100-466-00-122-082-0-	113	PCT 2 CRC S TOWER RD-	PERM F/T EMPLOYEES	$25,193.40
8-1100-466-00-122-082-0-	211	PCT 2 CRC S TOWER RD-	HEALTH INSURANCE	$5,864.56
8-1100-466-00-122-082-0-	212	PCT 2 CRC S TOWER RD-	LIFE INSURANCE	$46.48
8-1100-466-00-122-082-0-	220	PCT 2 CRC S TOWER RD-	FICA	$1,927.30
8-1100-466-00-122-082-0-	230	PCT 2 CRC S TOWER RD-	RETIREMENT	$2,211.98
8-1100-466-00-122-082-0-	250	PCT 2 CRC S TOWER RD-	UNEMPLOYMENT COMP	$125.97
8-1100-466-00-122-082-0-	260	PCT 2 CRC S TOWER RD-	WORKER'S COMP	$634.55
			2008 Budgetary Impact	$36,004.24

2009 Budgetary Impact: **$76,691.96**

Possible Funding Sources: To be funded from County Wide Admin.-Contingency

Budget Office Recommendation:

DATE: June 16, 2008

2008
Transfer

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for Precinct 2-CRC (S. Tower) (1100)

ACCOUNT NUMBER: 8-1100-4XX-00-1XX-0X2-0-XXX

SUBJECT: **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Dale Kennan
Ph#: 292-7025 Ext. 5406

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME		INCREASE (DECREASE) AMOUNT
8-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY		(36,004.24)
8-1100-466-00-122-082-0-113	PCT 2 CRC S TOWER RD-	PERM F/T EMPLOYEES	$25,193.40
8-1100-466-00-122-082-0-211	PCT 2 CRC S TOWER RD-	HEALTH INSURANCE	$5,864.56
8-1100-466-00-122-082-0-212	PCT 2 CRC S TOWER RD-	LIFE INSURANCE	$46.48
8-1100-466-00-122-082-0-220	PCT 2 CRC S TOWER RD-	FICA	$1,927.30
8-1100-466-00-122-082-0-230	PCT 2 CRC S TOWER RD-	RETIREMENT	$2,211.98
8-1100-466-00-122-082-0-250	PCT 2 CRC S TOWER RD-	UNEMPLOYMENT COMP	$125.97
8-1100-466-00-122-082-0-260	PCT 2 CRC S TOWER RD-	WORKER'S COMP	$634.55
	TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:
Transfer from CO WIDE ADM-CONTINGENCY to PCT 2 CRC S TOWER RD- to fund creation of three (3) new positions.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

1100-466-00-122-082-0-
PCT 2 CRC S TOWER RD

AI-9812

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED SALARY	2008 ADJUSTED SALARY	2008 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED SALARY APPROVED	2008 ACTUAL SALARY	Other Allowances					2008 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	MAINTENANCE I	$0.00	$17,680.00	$17,680.00	0	$0.00	$0.00	$17,680.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0002	113	COMMUNITY OUTREACH WORKER	$0.00	$17,992.00	$17,992.00	0	$0.00	$0.00	$17,992.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0003	113	COMMUNITY OUTREACH WORKER	$0.00	$17,992.00	$17,992.00	0	$0.00	$0.00	$17,992.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		TOTAL	$0.00	$53,664.00	$53,664.00		$0.00	$0.00	$53,664.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

*****CREATE THREE (3) NEW POSITIONS AUTHORIZED BY CC ON 05/27/208 (SEE ABOVE)*****

Letter of Transmittal

HIDALGO COUNTY
DEPARTMENT OF BUDGET AND MANAGEMENT

Date: 6/18/08

To: Esther Cortez, Human Resources Director

From: Valde Guerra
Commissioner Court Executive Officer

Attached, please find ___1___ original set (s) of an H.R. related agenda item that requires H.R. **review** and **approval**. Please return original document with corresponding signature of approval.

HIDALGO COUNTY
BUDGET OFFICE
2008 JUN 19 AM 10 19

AI: 9812

C.C. Date: **07/1/2008**

Dept: Pct. 2 CRC

Note: Personnel adjustment forms must be reviewed and signed by an authorized HR representative and returned to Budget & Management Dept. by 11:00 am on Friday's for inclusion on the following weeks Commissioners' Agenda.

RECEIVED
JUN 19 2008
HUMAN RESOURCES

Human Resources Dept:

Received By: Mereida Garza

Title: Ex Asst.

Date: 6-19-08 **Time:** 10:00 am

AI-9824 **19.A.**

Name Roads

CC REGULAR

Date: 07/01/2008
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Area: Precinct #3

Information

CAPTION

Requesting authorization to name county roads located within Precinct #3 as the following:
1. Puma St. - On Circle 6 South, just west of Tom Gill Road going west.
2. Rancho Brazil Rd. - CR 2478, on Mile 5 Road to new Mile 5 1/2 Road that runs east from Circle 6 St. North.
3. Hawk St. - Road just north of 5 Road as Mile 5 1/2 Road.

BACKGROUND

Street names are verified and approved for use by the Lower Rio Grande Development Council on June 12, 2008.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No funding needed.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	06/18/2008 09:13 AM	APRV
2	Erika Reyna	Erika Reyna	06/18/2008 04:26 PM	APRV
3	Auditor's Office	Linda Fong	06/25/2008 05:27 PM	APRV
4	Purchasing Department	Marty Salazar	06/25/2008 05:55 PM	APRV
5	Court Administrator	Monica Badillo	06/26/2008 09:04 AM	APRV

Form Started By: Norma Ceballos — Started On: 06/17/2008 04:22 PM

Final Approval Date: 06/26/2008

AI-9839 **19.B.**

BCAP Pct #3

CC REGULAR

Date: 07/01/2008
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Area: Precinct #3

Information

CAPTION

Approval of 2008 interdepartmental transfer for Precinct #3 Colonia Access Program (1311) from El Paraiso (program 247) to Amber Land (program 042) in the amount of $13,686.03 and to Ezequiel Acevedo Jr. #2 (program 267) in the amount of $2,571.50.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:**
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1311-431-00-123-247-0-733 Available balance as of 06/25/08 $ 64,515.27.

Attachments

Link: BCAP

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/25/2008 02:28 PM	APRV
2	Erika Reyna	Erika Reyna	06/25/2008 02:59 PM	APRV
3	Auditor's Office	Linda Fong	06/26/2008 06:10 PM	APRV
4	Purchasing Department	Marty Salazar	06/27/2008 08:04 AM	APRV
5	Court Administrator	Angela Garcia	06/27/2008 10:17 AM	APRV

Form Started By: Norma Ceballos Started On: 06/19/2008 02:57 PM

Final Approval Date: 06/27/2008

INTER-DEPARTMENTAL TRANSFER

DATE: June 17, 2008

DEPARTMENT HEAD: Joe M. Flores, Commissioner

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 8-1311-431-00-123-XXX-X-XXX

SUBJECT: **Inter-departmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Inter-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
8-1311-431-00-123-247-0-733	El Paraiso S/D Drainage	(16,257.53)
TO:		
8-1311-431-00-123-042-0-733	Amber Land Drainage Ditches	1,074.85
8-1311-431-00-123-042-0-734	Amber Land Subdivision Street	12,611.18
8-1311-431-00-123-267-1-734	Ezequivel Acevedo Jr. #2 Subd. Streets	2,571.50
	Total Budget (Increase/Decrease)	**0.00**

REASON: Cover expected services. To award lowest bid.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-9832 **20.A.5.**

Vacant & Partially Occupied Bldgs.-Assignments and/or Dispositions
CC REGULAR

Date: 07/01/2008
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Discussion, consideration, and applicable action regarding the report presented by (Purchasing Dept.'s Fixed Asset Division) to Commissioners' Court on 4-29-08 in connection with County owned Vacant & Partially Occupied Buildings including, but not limited to the following options for each of the properties listed:
A. Declare property "surplus" for the purpose of disposition:
1. Sealed bid process, pursuant to Tx. Local Gov't. Code-Chpt. & Sect. 263.007; or, in the alternative;
2. Relocate, designate or assign a county elected office, department, program or agency;

B. Properties:
1. Youth Village - Weslaco
2. Moorefield Rd. Building - Mission
3. Former Pct. #3 Administration Building - Mission
4. Old County Jail/Restitution Center - Edinburg
5. Carpentry Shop - Edinburg (east of old county jail)
6. Rudy de la Vina Juvenile Detention Facility - Edinburg
7. Former Hidalgo County Administration Building - Edinburg
8. JP's-Constables & DPS Offices - Edinburg
9. San Carlos Warehouse - West Section

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

If disposition through sealed bid process is elected, there will be the statutory requirement (expense) to obtain Fair Market Value appraisals on all properties and the expenses associated with the publication of the advertisements. Amounts for such expenses cannot be determined at this time (as of 6-25-08).

Attachments

Link: 9832

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	06/25/2008 12:19 PM	APRV
2	Budget & Management	Veronica Lopez	06/25/2008 01:52 PM	APRV
3	Ivan Cantu	Ivan Cantu	06/25/2008 02:20 PM	APRV
4	Auditor's Office	Linda Fong	06/25/2008 05:29 PM	APRV
5	Court Administrator	Monica Badillo	06/26/2008 09:04 AM	APRV

Form Started By: Marty Salazar Started On: 06/19/2008 11:36 AM

Final Approval Date: 06/26/2008

HIDALGO COUNTY

PURCHASING DEPARTMENT
FIXED ASSET DIVISION

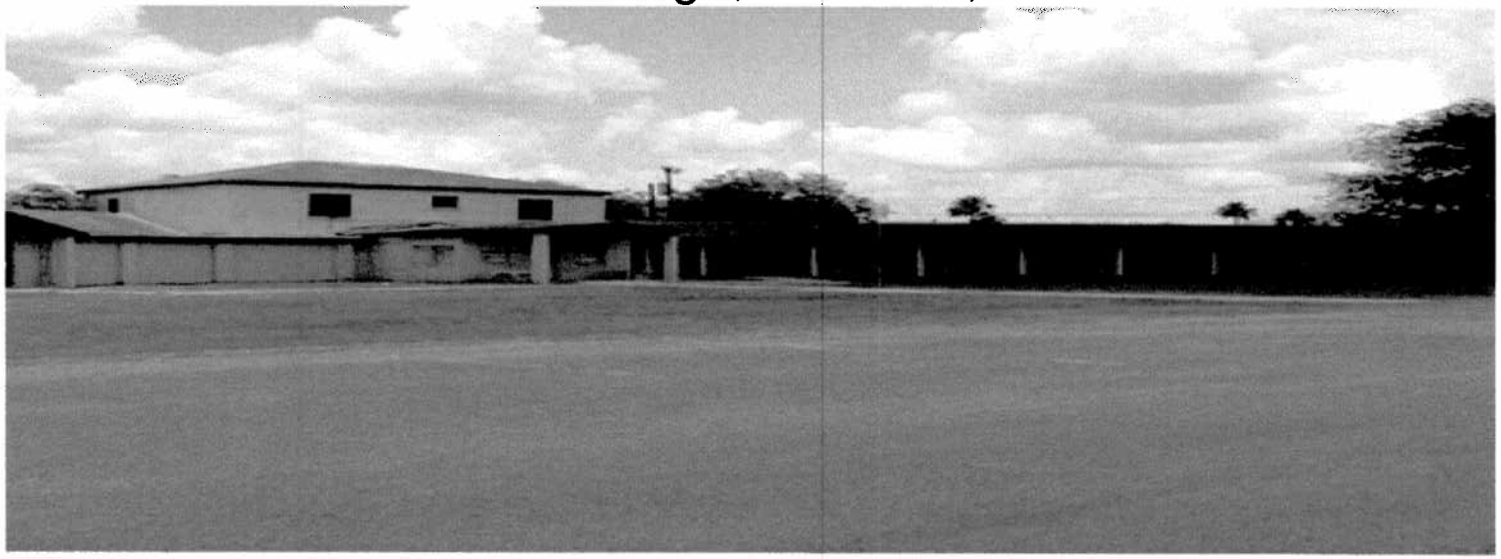
VACANT & PARTIALLY OCCUPIED
BUILDINGS REPORT
APRIL 29, 2008

- The contents on this report are for informational purposes only, and may be subject to further review and additional verification.

Vacant or Partially Occupied Buildings

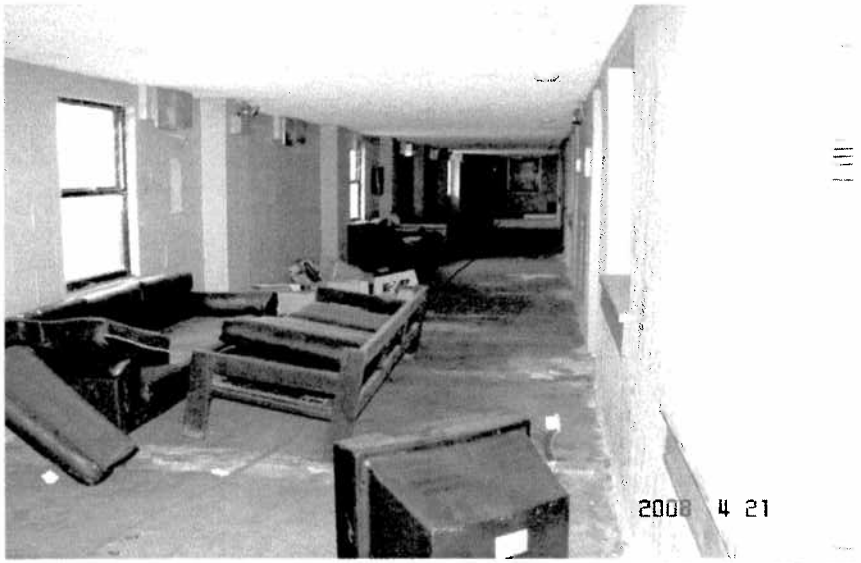
- 1. Youth Village - Weslaco
- 2. Moorefield Rd Building – Mission
- 3. Old Pct # 3 Administration Bldg – Mission
- 4. Old Co Jail/Restitution Center – Edinburg
- 5. Carpentry Shop - Edinburg
- 6. Rudy De La Vina Juvenile Detention – Edinburg
- 7. Old Hidalgo County Administration Bldg- Edinburg
- 8. JP's & DPS offices – Edinburg
- 9. San Carlos Warehouse – West Section

Youth Village
1711 N. Bridge, Weslaco, Texas

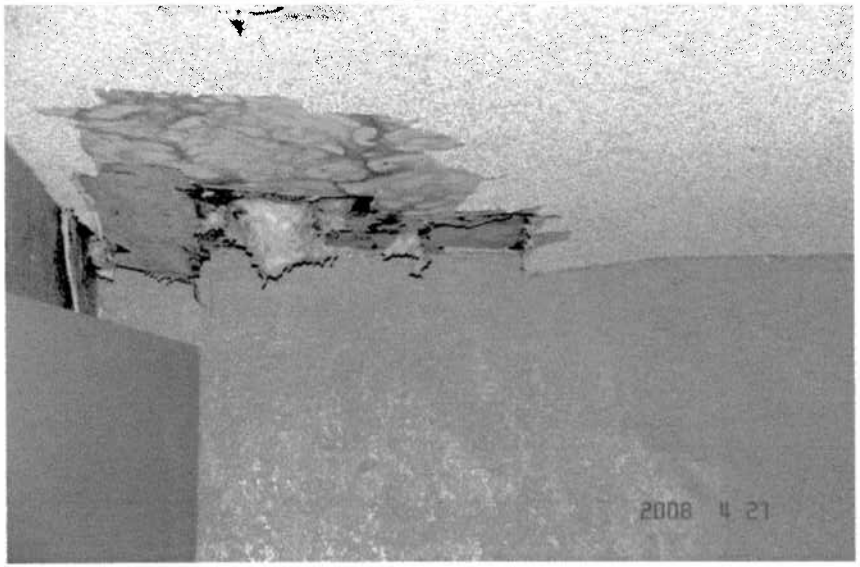


- Acquisition Date for Improvements:..... 12-31-1982
- Lot Size:.....12.50 AC
- Donated by Hidalgo County Housing Authority on ... 12-15-1969
- Acquisition Date Improvements 12-31-1982
- Historical cost of improvements..... $433,254
- Improvements Accumulated Depreciation $233,957
- Book Value as of December 31, 2006..... $199,297
- HCAD Appraised Value Land – 2007 .....$1,633,500
- HCAD Appraised Value Improvements..... $1,629,907
- Currently Occupied Sq Ft 0
- Currently Unoccupied Sq Ft.....12,951
- Total Sq Ft..... 12,951
- Bldg Insurance Coverage..... $712,305
- Property Condition..... Poor " Safety Hazard" B&G Management
- Environmental & Structural Assessment..... Is recommended

Youth Village
Interior Area

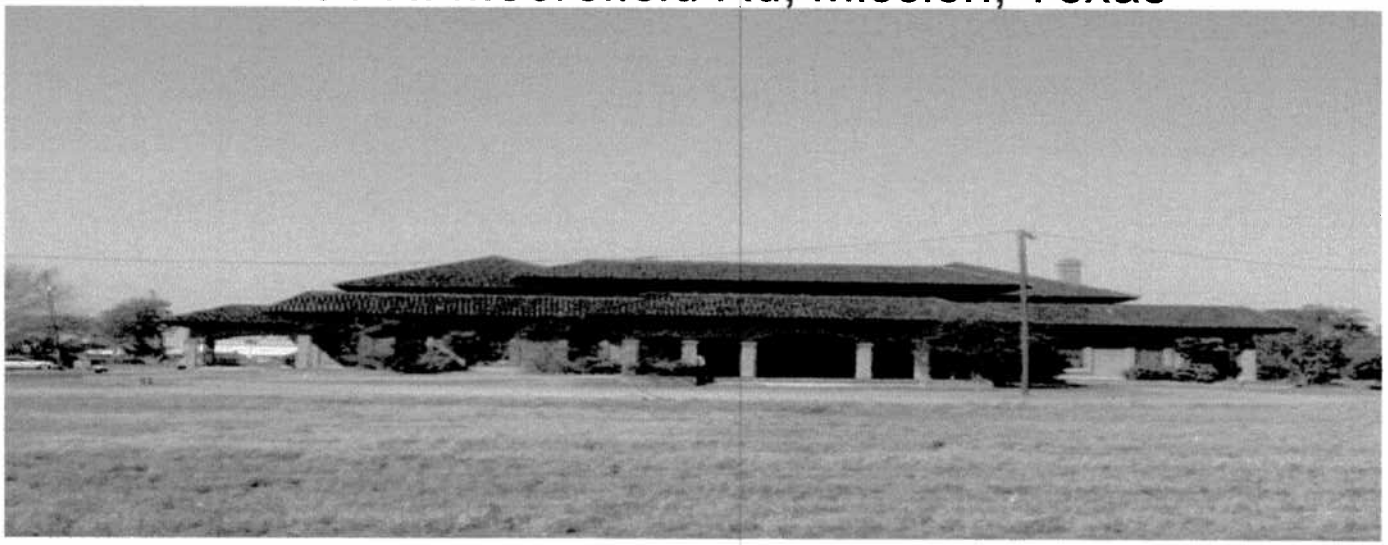








Moorefield Rd Building
2401 N. Moorefield Rd, Mission, Texas



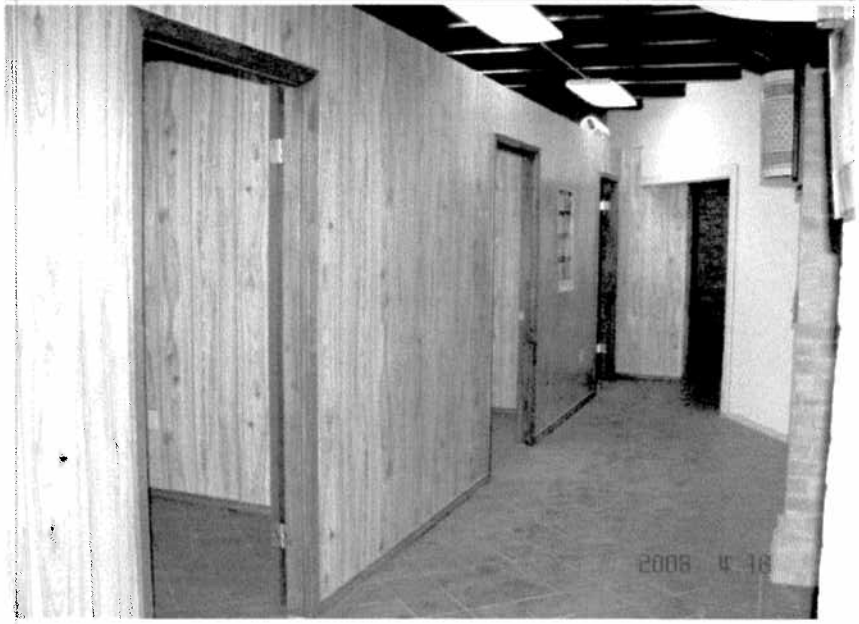
- Acquisition Date 8-22-1991
- Lot Size:..... 30.30 AC
- Historical cost of improvements..... $569,222
- Improvements Accumulated Depreciation .. $192,112
- Book Value as of December 31, 2006..... $423,780
- HCAD Appraised Value Land – 2007 ..... [FMV appraisal recommended]
- HCAD Appraised Value Improvements..... [FMV appraisal recommended]
- Currently Occupied Sq Ft 0
- Currently Unoccupied Sq Ft..... 25,000
- Total Sq Ft..... 25,000
- Buildings Insurance Coverage..... $1,500,000
- Property Condition..... Good/May require some repairs
- Structural & Environmental Assessment..... Not applicable at this time

Moorefield Rd Building
Interior Areas









Old R&B Pct # 3 Administration & Shop
400 W. 13th Street, Mission, Texas



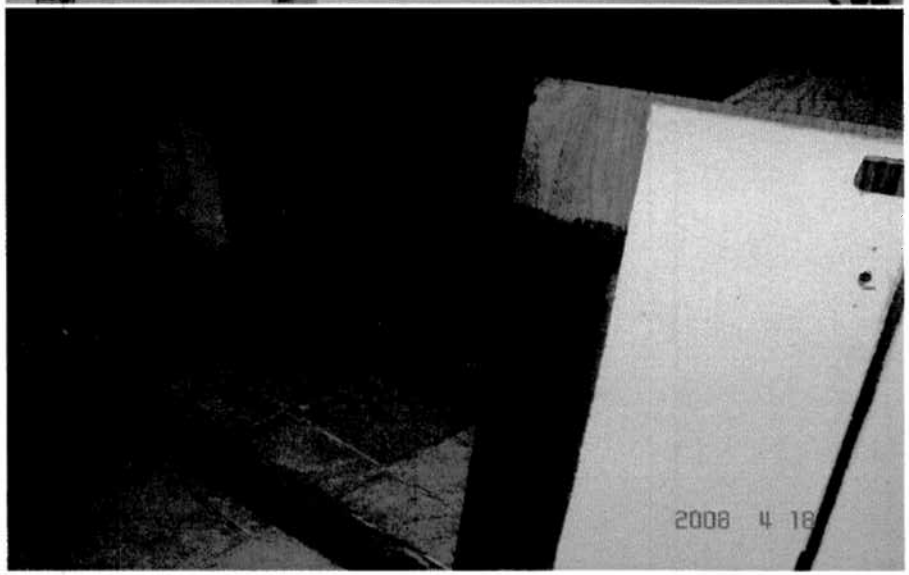
- Acquisition Date 2-13-1985
- Lot Size:..... 1.28 AC [Lots 4,5,6,7,8,9 and parts of Lots 1,2 &3 BLK 212]
- Historical cost of improvements..... $263,921
- Improvements Accumulated Depreciation . $107,425
- Book Value as of December 31, 2006..... $156,496
- HCAD Appraised Value Land – 2007 ..... $135,986
- HCAD Appraised Value Improvements..... $300,677
- Currently Occupied Sq Ft 0
- Currently Unoccupied Sq Ft..... 32,400
- Total Sq Ft..... 32,400
- Bldg Insurance Coverage..... $810,000
- Property Condition..... Fair
- Structural & Environmental Assessment... Not applicable at this time

Old Pct # 3 Administration / Shop
Interior Areas









Old County Jail/Restitution Center
207 E. Loeb Street, Edinburg, Texas



- Acquisition Date ..... March 14, 1921
- Lot Size:..... 42,600 SF [Lots 7-12 Block 164]
- Acquisition Date West Wing Additions..... 6-9-1975
- Historical cost of improvements..... $472,113
- Improvements Accumulated Depreciation .. $339,921
- Book Value as of December 31, 2006..... $132,192
- HCAD Appraised Value Land – 2007 ..... [FMV appraisal recommended]
- HCAD Appraised Value Improvements..... [FMV appraisal recommended]
- Currently Occupied Sq Ft 0
- Currently Unoccupied Sq Ft..... 16,468
- Total Sq Ft..... 16,468
- Building Insurance Coverage..... $500,000
- Property Condition..... Fair, "No structural failure"
- Structural & Environmental Assessment..... L&G Engineering report 10-29-2007

Old County Jail/Restitution Center
Interior Current Condition







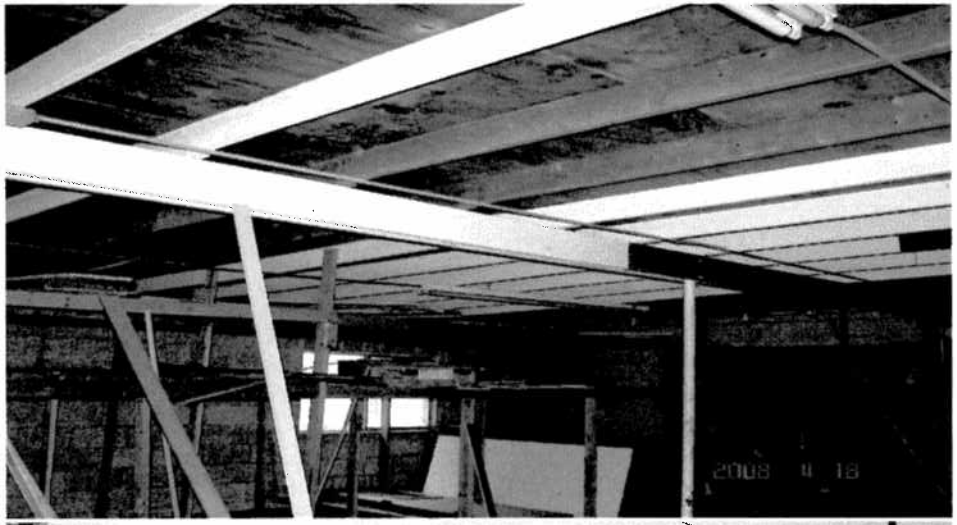


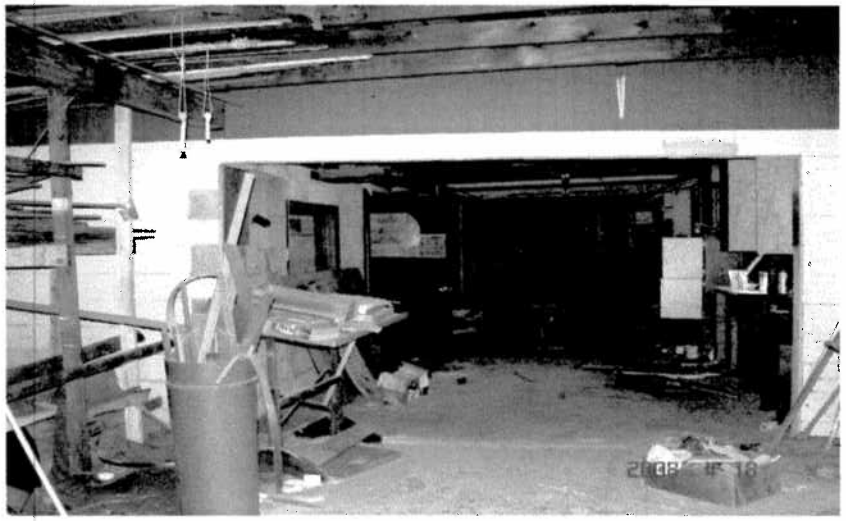
B&G Carpentry Shop
219 E. Loeb Street, Edinburg, Texas

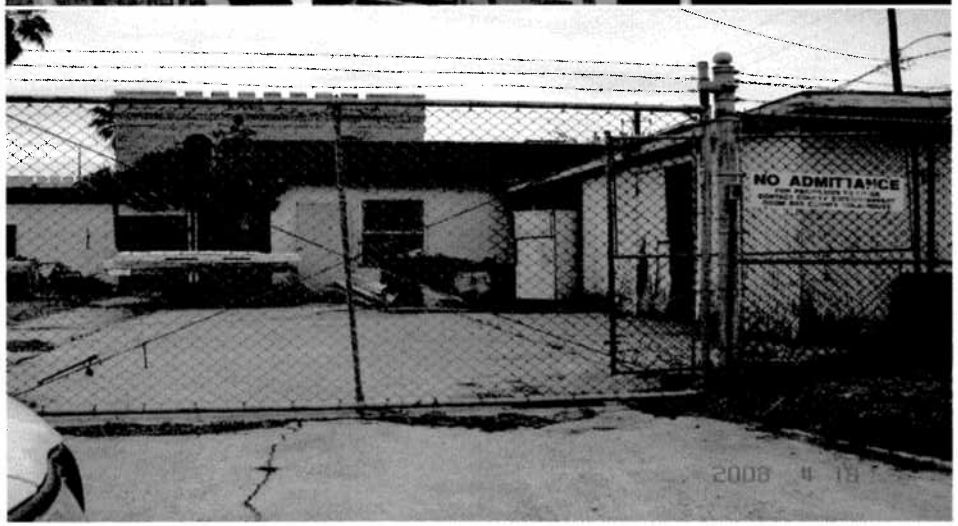


- Acquisition Date for Improvements:..... 12-31-1973
- Lot Size:..... Lot 7 Block 164 (East of old Jail)
- Historical cost of improvements..... $255,324
- Improvements Accumulated Depreciation .. $223,570
- Book Value as of December 31, 2006..... $10,649
- HCAD Appraised Value Land – 2007 ..... [Combined w/old Jail]
- HCAD Appraised Value Improvements..... [FMV appraisal recommended]
- Currently Occupied Sq Ft 0
- Currently Unoccupied Sq Ft..... 3,552
- Total Sq Ft..... 3,552
- Building Insurance Coverage..... $350,000
- Property Condition ..... Fair, "need roof repairs" B&G Mgmt.

B&G Carpenters' Shop
Interior & Exterior Conditions

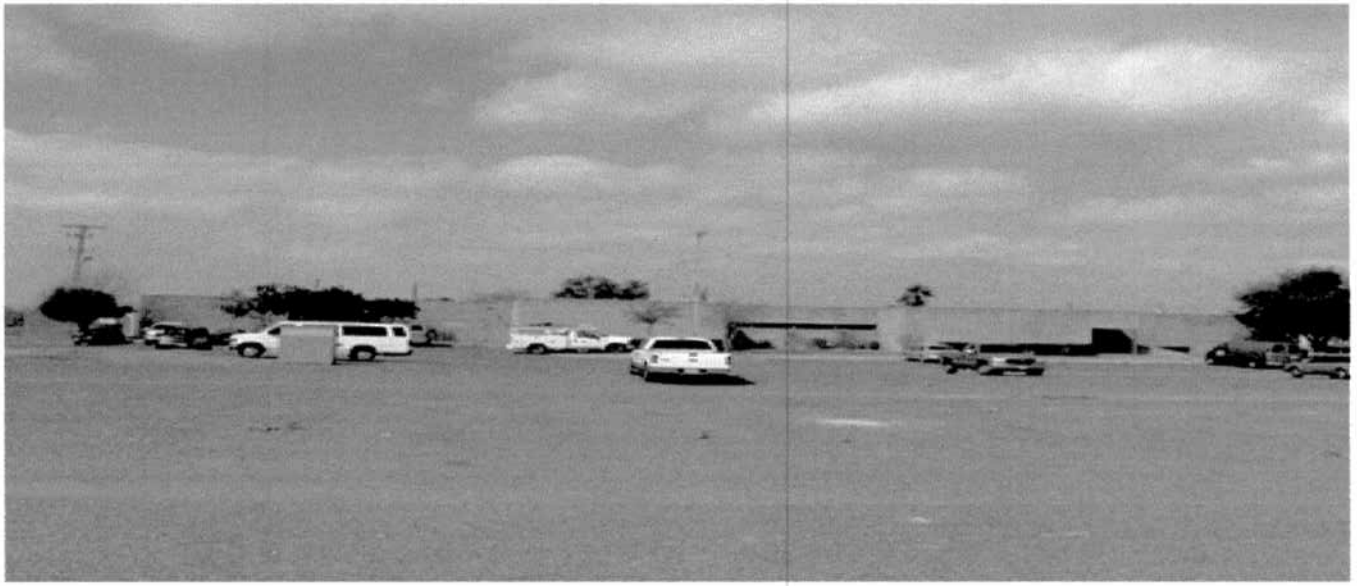






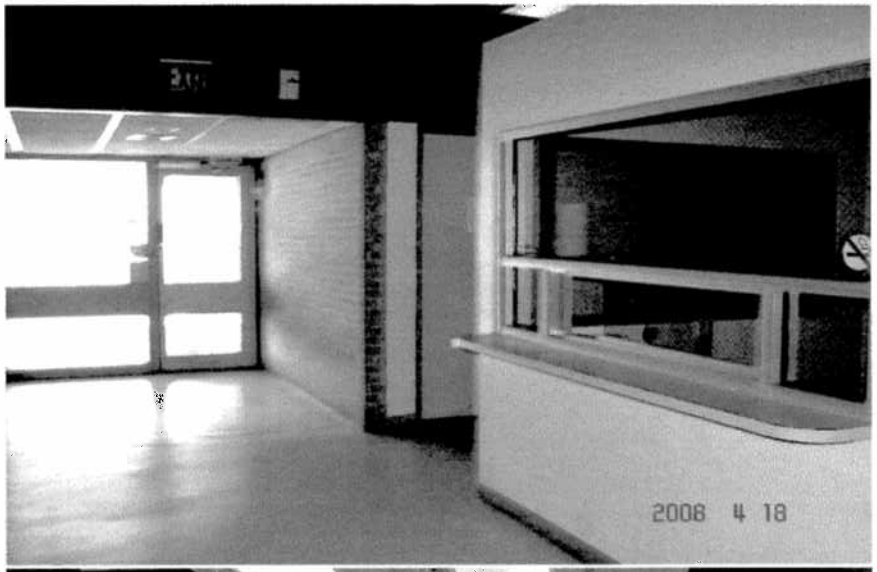


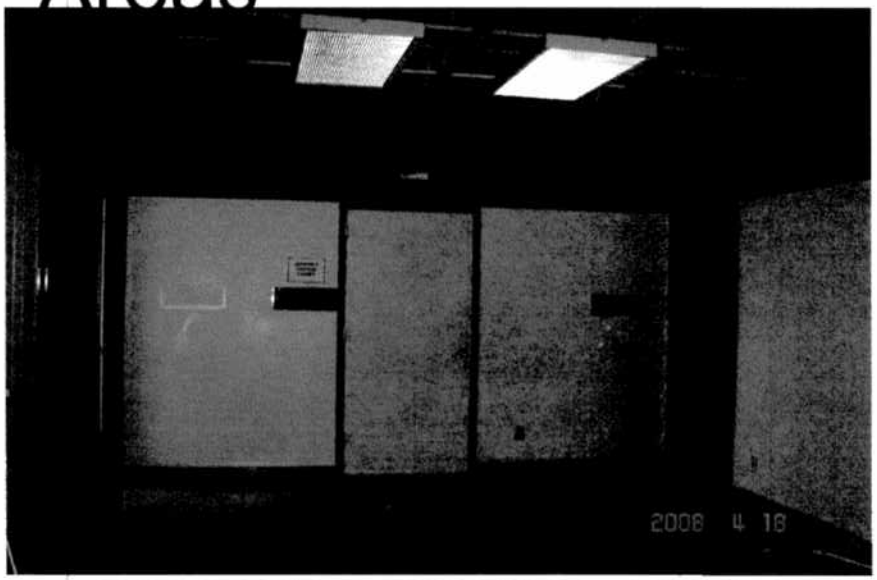
Rudy De La Vina Juvenile Detention Center
3100 S. Business 281, Edinburg, Texas



- Acquisition Date for Improvements:..... 1-12-1978
- Lot Size:..... 4.77 Acres Lot 13 Kelly Pharr Tract
- Historical cost of improvements..... $1,387,397
- Improvements Accumulated Depreciation .. $ 860,890
- Book Value as of December 31, 2006..... $ 526,508
- HCAD Appraised Value Land – 2007 ..... $ 273,526
- HCAD Appraised Value Improvements..... $1,820,000
- Currently Occupied Sq Ft 0
- Currently Unoccupied Sq Ft..... 15,416
- Total Sq Ft..... 15,416
- Building Insurance Coverage..... $993,485
- Property Condition..... Fair-May need some renovations
- Structural/Environmental Assessment..... Not Applicable at this time

Rudy De la Vina Juvenile Detention Center
Interior Areas







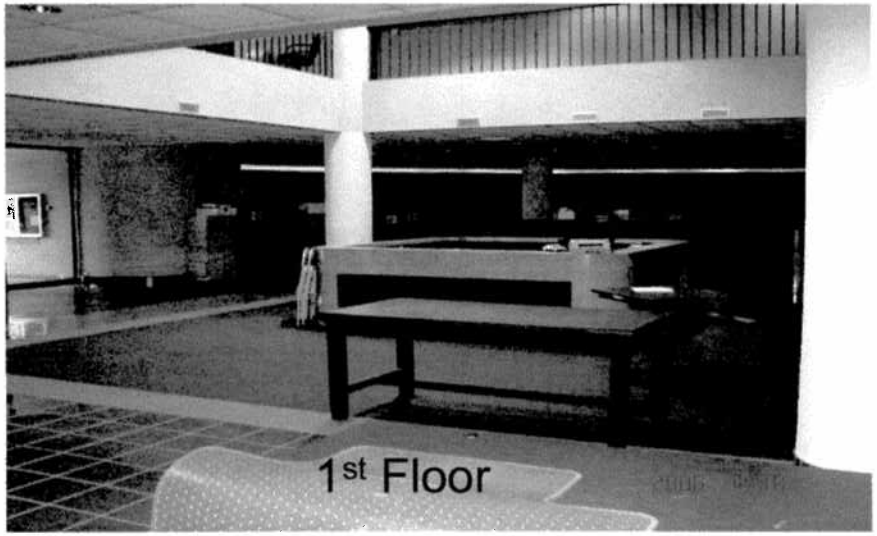


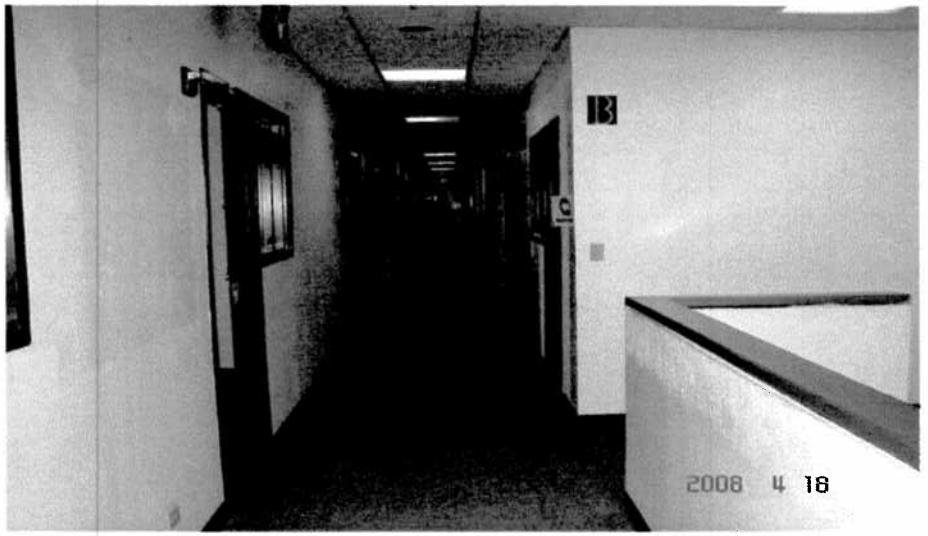
Old Hidalgo County Administration Building
100 E. Cano Street, Edinburg, Texas

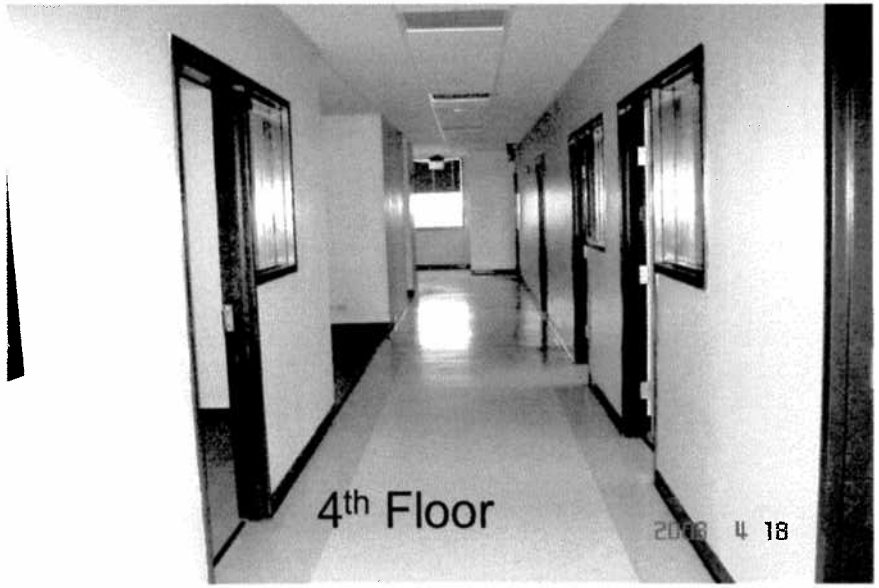


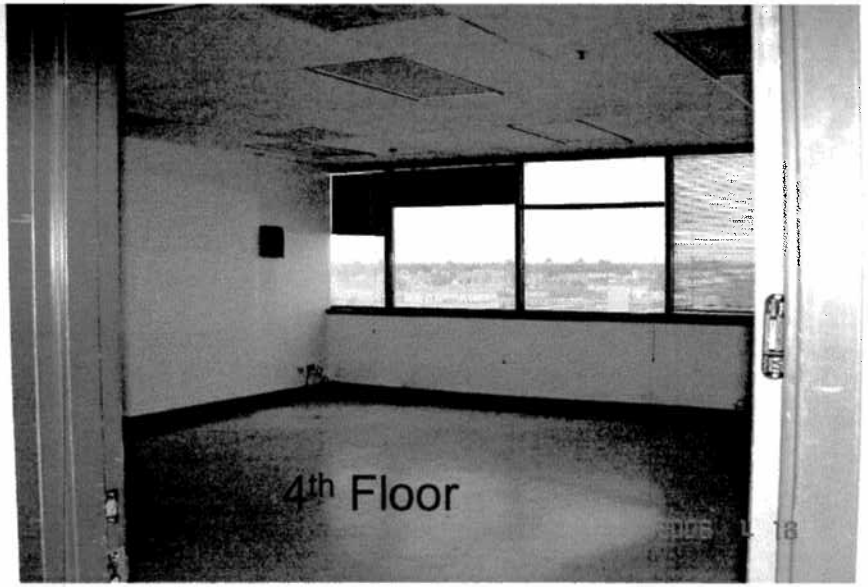
- Acquisition Date for Improvements:..... 8-31-1990
- Lot Size:..... 105,280 SF
- Historical cost of improvements..... $3,642,773
- Improvements Accumulated Depreciation .. $1,095,284
- Book Value as of December 31, 2006..... $2,547,489
- HCAD Appraised Value Land – 2007 ..... [FMV/appraisal recommended]
- HCAD Appraised Value Improvements..... [FMV/appraisal recommended]
- Currently Occupied Sq Ft ..... 70,280 SF approx
- Currently Unoccupied Sq Ft..... 35,000 SF approx
- Total Sq Ft..... 105,280
- Building Insurance Coverage..... $3,500,000
- Property Condition..... Fair, may need renovations
- Structural/Environmental Assessment..... Project architect may recommend

Old Hidalgo County Administration Building
Interior Area

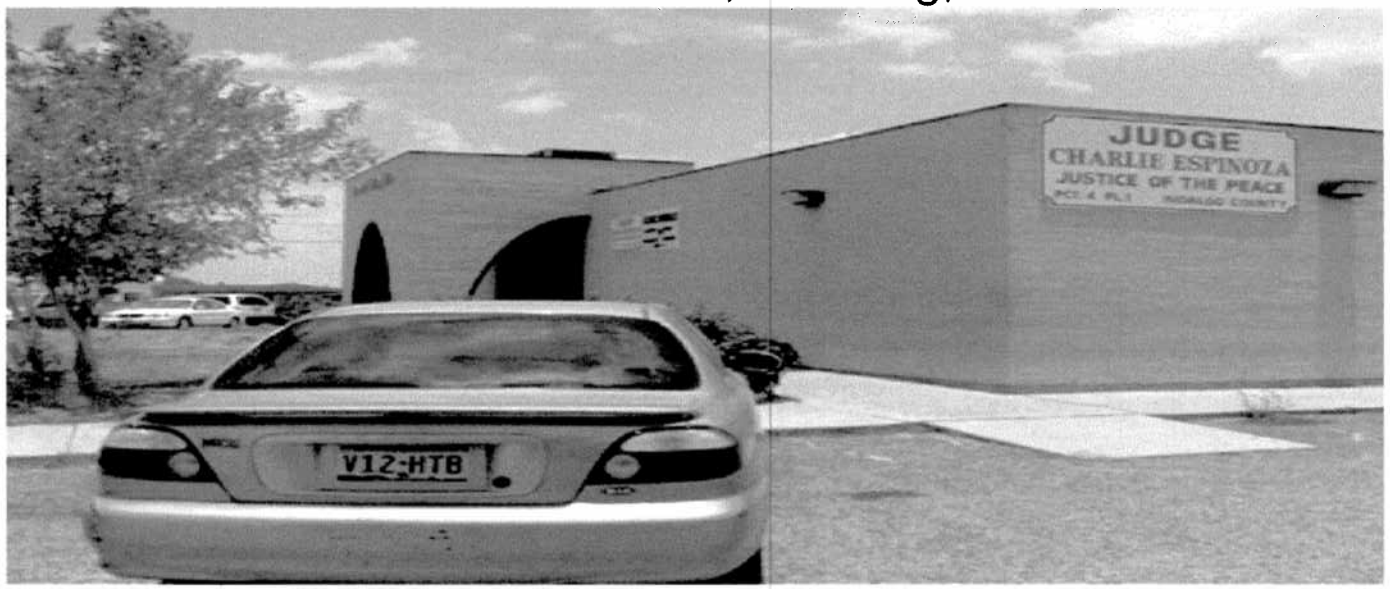






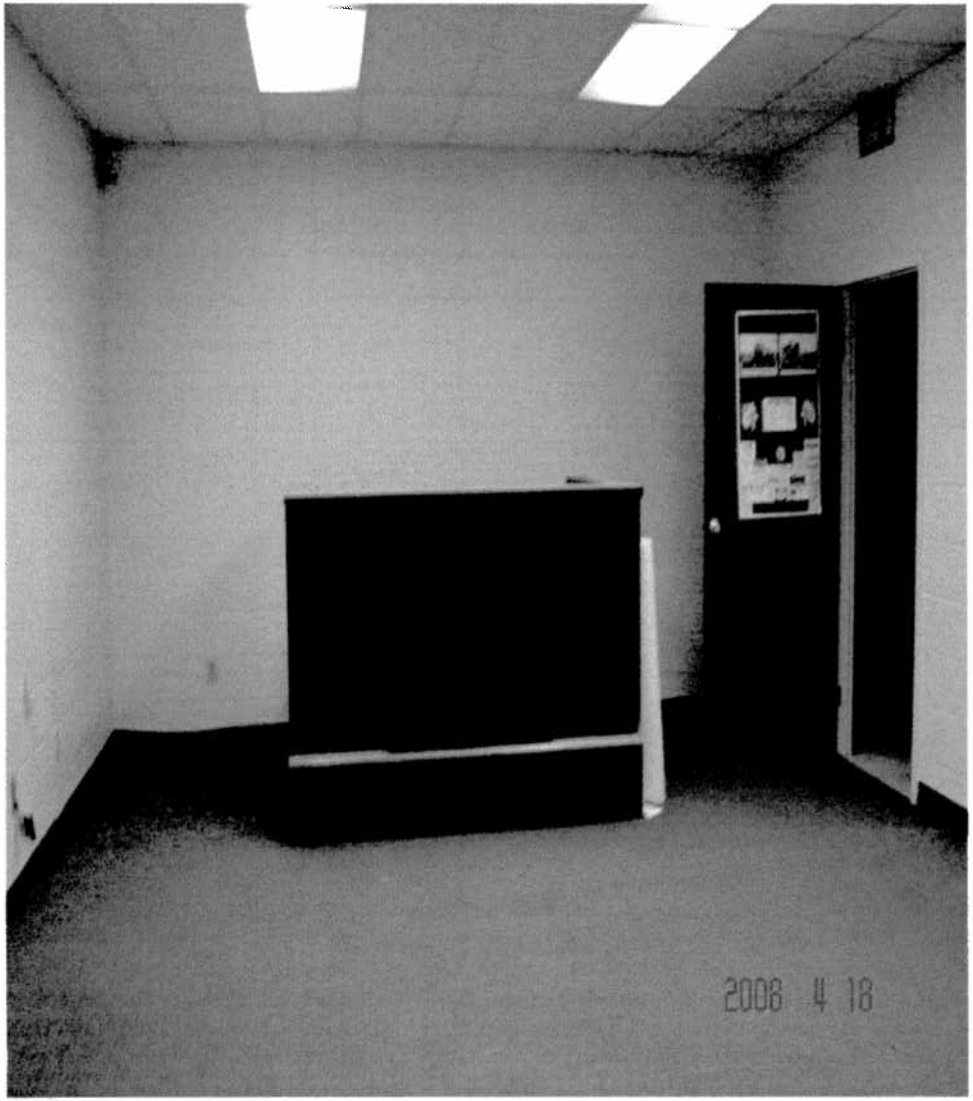


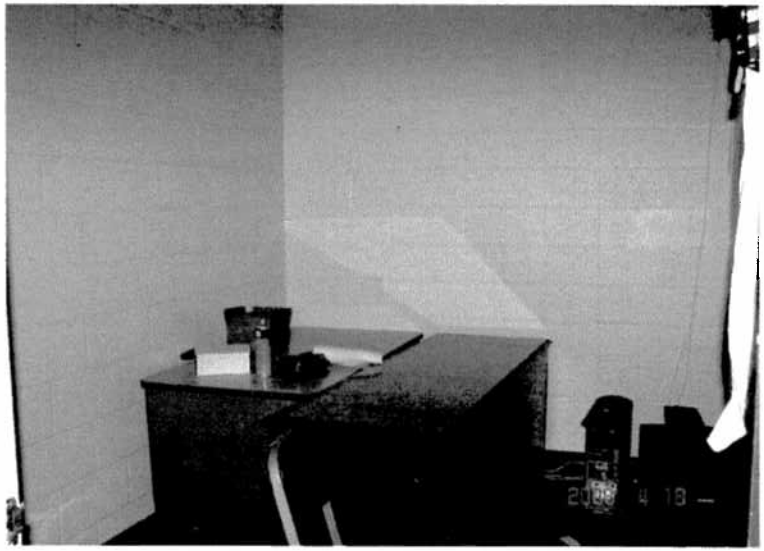
Justice of Peace & DPS offices
1212 S. 25th Street, Edinburg, Texas

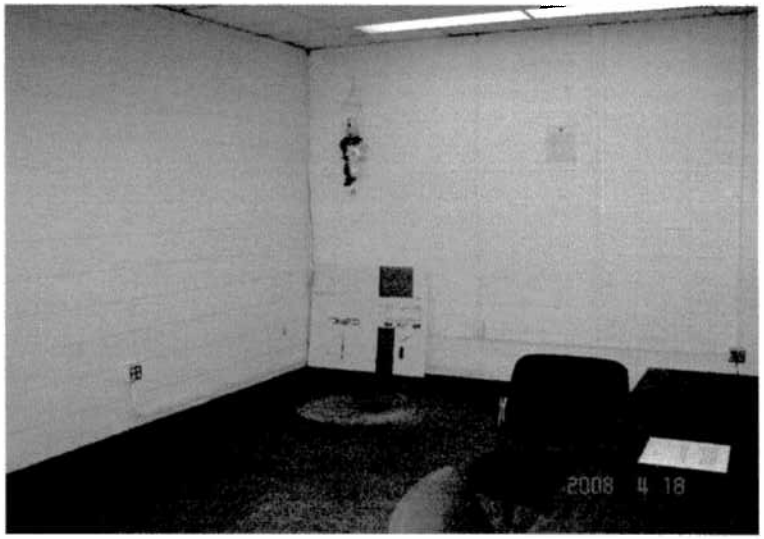


- Acquisition Date 9-2-1975
- Lot Size/Site:..... 1.50 AC Lot 7 Section 270
- Historical cost of improvements..... $ 109,990
- Improvements Accumulated Depreciation .. $ 76,718
- Book Value as of December 31, 2006..... $ 33,272
- HCAD Appraised Value Land – 2007 ..... $ 156,674
- HCAD Appraised Value Improvements..... $1,527,901
- Currently Occupied Sq Ft – by DPS ..... 1,600 SF
- Currently Unoccupied Sq Ft..... 5,736 SF
- Total Sq Ft..... 7,336 SF
- Building Insurance Coverage..... $641,130
- Property Condition..... Good/may need some repairs
- Structural/Environmental Assessment..... May be required if renovated

Justice of Peace & DPS offices
Interior Areas

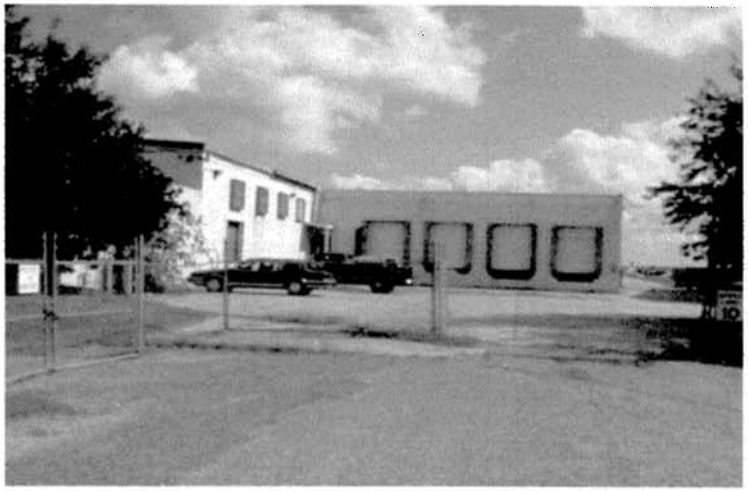






San Carlos Warehouse (West Side)
E. 107 & 6th Street, San Carlos, Texas

- Acquisition Date 12-08-1992
- Lot Size:..... 7.318 AC
- Donated by Wornick Properties 12-08-1992
- Acquisition Date Improvements 12-08-1992
- Historical cost of improvements..... $307,004
- Improvements Accumulated Depreciation .. $ 96,706
- Book Value as of December 31, 2006..... $210,298
- HCAD Appraised Value Land – 2007 ..... [FMV/appraisal recommended]
- HCAD Appraised Value Improvements..... [FMV/appraisal recommended]
- Currently Occupied Sq Ft ..... Partially occupied with records
- Currently Unoccupied Sq Ft – Bldg..... 43,000 SF
- Total Sq Ft..... 43,000 SF
- Building Insurance Coverage..... $650,000
- Property Condition..... Poor condition "Not in compliance with Safety Code."
- Structural/Environmental Assessment..... S&B Infrastructure, LTD Report Date: 9-14-2007





San Carlos Warehouse
East Section
and
Front West Section
Occupied with Records





For additional questions or comments on this presentation, you may contact:

Hidalgo County Purchasing Department

2802 South Business 281, Edinburg, Texas 78539

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent

Telephone Number - 956-318-2626

AI-9871 **20.A.6.**

Approval of Comdata Fuel Card Requests and Cancellation of All Other Fuel Cards

CC REGULAR

Date: 07/01/2008
Submitted By: Yvette Islas, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Information

CAPTION

A. Presentation for discussion, consideration and approval of application requests for Fleet Fueling Cards through our participation with Texas Procurement and Support Services (TPASS) contract with Comdata Corporation/Transmontaigne Product Services, Inc. (awarded vendor of State Council on Competitive Government) submitted by Elected Officials/Department Heads/Agency and/or Program Directors detailing holders and users as attached hereto, including but limited to the following and subject to the newly adopted and approved Hidalgo County Fuel Credit Card Policies and Procedures:

1. Buildings & Grounds
2. Health & Human Services
3. Restitution Center
4. CSCD (Adult Probation)

B. Requesting authority to cancel all existing/current Fleet Fueling System cards (i.e. Arguindegui Oil Co., Comdata, and commercial fuel credit cards- Conoco, Exxon, Shell & Valero) upon receipt, activation and distribution of new cards with confirmation of applicable/required training;

BACKGROUND

Please see attached Comdata Fuel card Application/Request forms submitted by Department(s).

Fiscal Impact

FISCAL YEAR: ACCT. #: 8-1100-419-40-220-001-0-682
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Buildings & Grounds available balance is $19,561.01 as of 6/25/08.

FISCAL YEAR: ACCT. #: 8-1100-441-00-340-001-0-682
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Health Admin. available balance is $2,448.61 as of 6/25/08.

FISCAL YEAR: ACCT. #: 8-1297-423-00-320-005-8-682
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Restitution Center available balance is $5,115.18 as of 6/25/08.

FISCAL YEAR: ACCT. #: 8-1297-423-00-320-002-8-682
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Basic Supervision available balance is $6,554.97 as of 6/25/08.

Attachments

Link: B&G request form 07.01

Link: H&HS request form 07.01

Link: Rest Ctr request form 07.01

Link: CSCD A Probation request form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/25/2008 12:25 PM	APRV
2	Budget & Management	Veronica Lopez	06/25/2008 01:42 PM	APRV
3	Dale Kennan	Dale Kennan	06/25/2008 04:10 PM	APRV
4	Auditor's Office	Linda Fong	06/26/2008 06:12 PM	APRV
5	Court Administrator	Angela Garcia	06/27/2008 10:17 AM	APRV

Form Started By: Yvette Islas Started On: 06/24/2008 11:42 AM

Final Approval Date: 06/27/2008

COMDATA FUEL CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☑ **Add Vehicle Card** ☐ **Add Driver Pin** ☐ **Delete Cancel Card** ☐ **Delete/Cancel Driver**

Department:	BUILDINGS & GROUNDS
Billing Address:	P.O.BOX 1356 EDINBURG,TX 78539
Fuel Card Manager:	ALMA R. YBARRA
	This person can not have use of the fuel card
Phone Number:	956-289-7851
County Email:	ALMA.YBARRA@CO.HIDALGO.US.TX
Web user Name:	**Password:** 8888
Hidalgo Co Acct Number:	8-1100-419-40-001-0-682

DANIEL FLORES Director

Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No	Vehicle Description	VIN Number	*Purchasing Dept Only* *Card Number*
104-1525	*08 FORD F-150*	*IFTRF12W18KE41326*	

RECEIVED JUN 19 2008 By 8:51

COMDATA FUEL CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

X Add Vehicle Card ☐ **Add Driver Pin** ☐ **Delete Cancel Card** ☐ **Delete/Cancel Driver**

Department:	Hidalgo County Health & Human Services
Billing Address:	1304 South 25th Ave, Edinburg, TX 78539
Fuel Card Manager:	Eduardo Olivarez
	This person can not have use of the fuel card
Phone Number:	(956)383-6221
County Email:	eddie.olivarez@hchd.org
Web user Name:	health **Password:** sweet
Hidalgo Co Acct Number:	8-1100-441-00-340-001-0-682
Requested By:	Eduardo Olivarez
	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No	Vehicle Description	VIN Number	*Purchasing Dept Only* Card Number
2008	*HD-42 Ford F-150 Truck*	*1FTRF12248KE41334*	

Hidalgo County Health and Human Services Department

1304 S. 25th Street • Edinburg, Texas 78539
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer

June 19, 2008

MEMORANDUM

To: Martha Salazar, Purchasing Agent

From: Eduardo Olivarez, Chief Administrative Officer

RE: Fuel Card for HD-42

We are requesting your assistance in obtaining a fuel card for HD-42, this is a new vehicle. Please see attached completed Comdata request.

If you need additional information please contact Josie Escalante at 383-8858.

Thank you for your assistance.

RECEIVED
JUN 23 2008
By 434

RECEIVED
JUN 13 2008

COMDATA FUEL CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ Add Vehicle Card ☒ Add Driver Pin ☐ Delete Cancel Card ☐ Delete/Cancel Driver

Department:	Hidalgo County Restitution Center
Billing Address:	1124 North "M" Road - Edinburg,Texas 78539
Fuel Card Manager:	Albert. Limas
	This person can not have use of the fuel card
Phone Number:	956-381-0733
County Email:	rc400@hidalgococscd.com
Web user Name:	Restitution Center **Password:** Irma
Hidalgo Co Acct Number:	8-1297-423-00-320-005-8
Requested By:	* Albert Limas
	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No	Vehicle Description	VIN Number	*Purchasing Dept Only* Card Number

Driver ID/Pin List

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

	First Name	Last Name	Employee I.D. Number	*DBM Use Only verification*	*Purchasing Dept Use Only Date of Signed Fuel Policy & training*
1	Tony	Arroyo	103710		06-06-08
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
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20					
21					
22					
23					
24					
25					

May 15, 2008

To: Mr. Ricardo Nieto
Lead Residential Supervisor
From: Albert. Limas

Subject: **Credit Card Fuel Training @ Purchasing Dept. Friday 5/16/2008 @ 9:00 A.M.**

Mr. Nieto,

Please have Tony Arroyo attend the fuel card training being held at the Purchasing Department tomorrow at 9:00 A.M. He will also have a form that he needs to take with him and upon completion of training, release it to Mr. Vela.

Thank you,

cc- Robert Lizcano
R/C Director

RECEIVED
JUN 13 2008
By

COMDATA FUEL CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ Add Vehicle Card ☒ Add Driver Pin ☐ Delete Cancel Card ☐ Delete/Cancel Driver

Department:	Hidalgo County Restitution Center
Billing Address:	1124 North "M" Road - Edinburg, Texas 78539
Fuel Card Manager:	Albert. Limas
	This person can not have use of the fuel card
Phone Number:	956-381-0733
County Email:	rc400@hidalgococscd.com
Web user Name:	Restitution Center **Password:** Irma
Hidalgo Co Acct Number:	8-1297-423-00-320-005-8
Requested By:	* Robert Lozano
	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No	Vehicle Description	VIN Number	*Purchasing Dept Only* *Card Number*

Driver ID/Pin List

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

	First Name	Last Name	Employee I.D. Number	*DBM Use Only verification*	*Purchasing Dept Use Only Date of Signed Fuel Policy & training*
1	Juan	Castillo	103946		05-02-08
2	Noe	Salas	104043		05-02-08
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					

COMDATA FUEL CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☑ **Add Driver Pin** ☐ **Delete Cancel Card** ☐ **Delete/Cancel Driver**

Department:	Hidalgo County CSCD
Billing Address:	P O BOX 970 Edinburg, Texas 78540
Fuel Card Manager:	Noelia Ramirez and Diana G Solis
	This person can not have use of the fuel card
Phone Number:	(956) 587-6142 and (956) 587-6008
County Email:	ad009@hidalgococscd.com / ad004@hidalgococscd.com
Web user Name:	Adult Probation **Password:**
Hidalgo Co Acct Number:	8-1397-423-00-320-002-8
Requested By:	Raul Macias RAUL MACIAS, ASST DIRECTOR
	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No	Vehicle Description	VIN Number	*Purchasing Dept Only* Card Number
761-532	1999 Van 15 Passenger	1FBSS31L9XHB35796	Dept has card

Driver ID/Pin List

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

	First Name	Last Name	Employee I.D. Number	*DBM Use Only verification*	*Purchasing Dept Use Only Date of Signed Fuel Policy & training*
1	SALVADOR	GONZALEZ JR	~~104467~~ 160229		06-15-08
2					
3					
4					
5					
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25					

CSCD ACCTG * JUN10'08 PM 2:33

Memorandum

Sup - J.T.
x4472

Date: June 10th, 2008

To: Diana Solis, Accountant

From: Raul Macias, Assistant Director

Re: Addition to fuel card user

Please make the necessary arrangements to have Salvador Gonzalez, Jr. approved as an authorized fuel card user for the Department's van prior to his scheduled out of town trip. He will be traveling to Tyler, Texas for training on Sunday, July 13th, 2008 and is scheduled to return on Saturday, July 19th, 2008.

If you have any questions, please let me know.

AI-9834 **20.A.7.**

Professional Services for Sub-station-West side Facility
CC REGULAR

Date: 07/01/2008
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and approval of the nomination (of at least three (3) firms from the County's approved "Pool") for the purposes of scoring & grading, ranking by CC and negotiation of a professional engineering services contract for the provision of the following County obligations in connection with the construction of sub-station(s) for Hidalgo County:

Geotechnical survey West side facility:
Firms 1)_____; 2)_____; 3)_____;

Topographic survey West side facility:
Firms 1)_____; 2)_____; 3)_____:

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-115-002-0-334
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 06/27/2008 - $28,636.05

Attachments

Link: pool

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	06/25/2008 12:21 PM	APRV
2	Budget & Management	Veronica Lopez	06/25/2008 01:52 PM	APRV
3	Ivan Cantu	Ivan Cantu	06/25/2008 02:28 PM	APRV
4	Auditor's Office	Linda Fong	06/27/2008 08:33 AM	APRV
5	Court Administrator	Angela Garcia	06/27/2008 10:17 AM	APRV

Form Started By: Marty Salazar Started On: 06/19/2008 02:04 PM

Final Approval Date: 06/27/2008

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES**	RFQ NO: 2008-001-01-16-VYG
RFQ ACCEPTANCE DATE: **JANUARY 16, 2008**	RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2008 through February 8, 2009

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#01	**Hinojosa Engineering, Inc.** 108 W. 18TH Street Mission, Texas 78572 Attn: Ricardo Hinojosa, P.E. -President (956) 581-0143 Fax: (956) 581-2074 E-mail: hinojosaeng@aol.com Website: www.hengineering.com	√	√							
#02	**Flores Engineers** 519 W. University Dr. Edinburg, TX 78539 Attn: Raul P. Flores, P. E., Owner (956) 287-7100 Fax: (956) 287-7108 E-mail: floresengineers@yahoo.com	√								
#03	**Raba-Kistner Consultants, Inc.** 800 E. Hackberry McAllen, Texas 78501 Attn: Martin Vila, P. E. , Vice President (956) 682-5332 Fax: (956) 682-5487 E-mail: mvila@rkci.com	√	√	√	√	√	√	√	√	
#04	**KK Engineering Consultant** 410 E. Dove Ave. McAllen, Texas 78504 Attn: Kambiz S. Khademi, PE, President/Owner (956) 630-2125 Fax: (956) 630-2219 E-mail: kkhademi@hiline.net	√					√		√	
#05	**Javier Hinojosa Engineering** 416 E. Dove Avenue McAllen, Texas 78504 Attn: Javier Hinojosa, P.E., Owner (956) 668-1588 Fax: (956) 994-8102 E-mail: javhin@rgv.rr.com	√								
#06	**Millennium Engineers Group, Inc.** 705 Dawson Drive Edinburg, Texas 78539 Attn: Raul Palma, President (956) 383-8522 Fax: (956) 383-0295 E-mail: megengineers@aol.com	√		√			√			√ **Construction Testing Materials**
#07	**Rodriguez Engineering** 211 E. Wisconsin Edinburg, Texas 78539 Attn: Mr. Leo L. Rodriguez, Jr., P.E./R.P.L.S. -President (956) 491-1013 Fax: 383-3736 E-mail: atm1963@hotmail.com	√							√	

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES**	RFQ NO: 2008-001-01-16-VYG
RFQ ACCEPTANCE DATE: **JANUARY 16, 2008**	RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2008 through February 8, 2009

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#08	**J. E. Saenz & Associates, Inc.** 211 E. Wisconsin Edinburg, Texas 78539 Attn: Jose E. Saenz, President (956) 383-2984 Fax: (956) 383-3736 E-mail: jacalifa@jesaenz.com Web: www.jesaenz.com	√							√	
#09	**Cook-Joyce, Inc.** 812 West 11th Street Austin, Texas 78701 Attn: J. Brian Dudley, P.E. (512) 474-9097 Fax: (512) 474-8463 E-mail: brian.dudley@cook-joyce.com Web: www.cook-joyce.com	√					√ Landfill			
#10	**R E Garcia and Associates** 116 N. 12th Avenue Edinburg, TX 78541-3501 Attn: Raul E. Garcia, Owner (956) 381-1061 Fax: (956) 381-1280 E-mail: regaassoc@aol.com	√					√		√	
#11	**TEDSI Infrastructure Group** 1201 E. Expressway 83 Mission, Texas 78572 Attn: Jesse Salinas (956) 424-7898 Fax: (956) 424-7022 E-mail: jsalinas@tedsi-mcallen.com Web: www.tesdi.com	√					√		√	
#12	**Professional Service Industries, Inc.** 2020 N. Loop 499, Suite 302 Harlingen, Texas 78550 Attn: Rudy Martinez, Branch Manager (956) 423-6826 Fax: (956) 423-5735 E-mail: rudy.martinez@psiusa.com Web: www.psiusa.com	√	√	√			√			
#13	**Gilbert J. Guerra Engineering d/b/a Rio Delta Engineering** 323 West Cano, Suite 100 Edinburg, TX 78539 Attn: Gilbert J. Guerra, P.E. (956) 380-5152 Fax: (956) 380-5083 E-mail: riodelta2004@yahoo.com	√								

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES**	RFQ NO: 2008-001-01-16-VYG
RFQ ACCEPTANCE DATE: **JANUARY 16, 2008**	RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2008 through February 8, 2009

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#14	**R. Gutierrez Engineering Corporation** 130 East Park Pharr, Texas 78577 Attn: Ramiro Gutierrez, P.E., President (956) 782-2557 Fax: (956) 782-2558 E-mail: rguteng@sbcglobal.net	√							√	
#15	**Quintanilla, Headley and Associates, Inc.** 124 E. Stubs St. Edinburg, Texas 78539 Attn: Alfonso Quintanilla, P.E., President (956) 381-6480 Fax: (956) 381-0527 E-mail: quintanillaheadley@sbcglobal.net	√					√		√	
#16	**Sigler, Winston, Greenwood & Associates, Inc.** 1604 E. Hwy 83 Weslaco, Texas 78596 Attn: William R. Shea, P.E., President (956) 968-2194 Fax: (956) 968-8300 E-mail:	√	√				√	√		
#17	**L&G Engineering** 2100 W. Expressway 83 Mercedes, Texas 78570 Attn: Jacinto Garza, President (956) 565-9813 Fax: (956) 565-9018 E-mail: jacinto@lgengineers.com	√	√	√			√		√	
#18	**Dannenbaum Engineering Company - McAllen, LLC** 1109 Nolana Loop, Suite 208 McAllen, Texas 78504 Attn: Louis H. Jones, Jr., P.E., Vice-President (956) 682-3677 Fax: (956) 682-3677 E-mail: southtexas@dannenbaum.com Web: www.dannenbaum.com	√	√				√		√	
#19	**S&B Infrastructure, Ltd.** 5408 North 10th Street McAllen, Texas 78504 Attn: Daniel O. Rios, P.E., Senior Vicd-President (956) 926-5000 Fax: (956) 994-0427 E-mail:	√	√		√	√	√	√	√	√ **-GIS Services and Database Development.**

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES** | RFQ NO: 2008-001-01-16-VYG

RFQ ACCEPTANCE DATE: **JANUARY 16, 2008** | RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2008 through February 8, 2009

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#20	**Civil Systems Engineering, Inc.** P. O. Box 572373 Houston, TX 77257 Attn: Daren Li, President (713) 782-3811 Fax: (713) 782-3812 E-mail: dli@civilsysteng.com Web: www.civilsysteng.com	√					√		√	√ **GIS Applications**
#21	**DOS Logistics** P.O. Box 8337 Weslaco, Texas 78599 (956) 461-5900 Fax: (956) 461-4841 E-mail: info@doslogistics.com Web: www.doslogistics.com	√	√				√		√	
#22	**AMBIOTEC GROUP** 5420 PAREDES LINE RD. BROWNSVILLE, TEXAS 78526 (956) 548-9333 Fax: (956) 548-9399 E-mail: cmmarin@ambiotec.com	√					√			
#23	**BARRERA INFRASTRUCTURE GROUP (BIG)** 7001 North 10th Street, Suite 300 McAllen, Texas 78504 (956) 687-3355 Fax: (956)992-8801 E-mail: rene@big-engineering.com	√							√	
#24	**CRUZ-HOGAN CONSULTANTS** 605 E. Violet Avenue, Suite 5 McAllen, Texas 78504 (956) 682-5022 Fax: (956 682-5089 E-Mail: Ronnie@cruzhogan.net	√					√			√ **Water & Wastewater Treatment Collection, & Distribution**
#25	**MGARCIA ENGINEEING** 400 Nolana Suite D McAllen, Texas 78504 (956) 687-9421 Fax: 687-3211 E-Mail: mgarciaeng@gmail.com	√								
#26	**TERRACON CONSULTANTS** 1506 Mid-Cites Drive Pharr, Texas 78577 (956) 283-8254 Fax: (956) 283-8279 E-Mail: jaflores@terracon.com			√			√			√ **Construction Testing Materials, & Facilities**

AI-9890 **20.A.8.**

Approval of 1 Yr Extension with Maxima Business Center for Lease of Office Space for 430th District Court

CC REGULAR

Date: 07/01/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting authority to exercise the additional one year extension as provided under contract for "Lease of Office Space in the City of Edinburg," for the 430th District Court, under the same rates, terms and conditions with Maxima Business Center.
C-07-249-07-17 Effective: 07/17/08-07/18/09

BACKGROUND

Pending Auditor's Office reclassification of PO # 600359 (see Memorandum).

See AI-9949

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:**
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Pending Auditor's relcassification of PO # 600359 with available balance of $8,280.00 and interdepartmental transfer (see AI-9949)

Attachments

Link: Extension Letter

Link: Original Contract-C-07-249-07-17

Link: Memo

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/25/2008 02:17 PM	APRV
2	Budget & Management		06/27/2008 05:24 PM	PEND
3	Veronica Lopez	Veronica Lopez	06/27/2008 10:09 AM	APRV
4	Auditor's Office		06/27/2008 05:24 PM	NEW
Form Started By: Rocio Villarreal			Started On: 06/25/2008 09:03 AM	

Final Approval Date: 06/27/2008

PURCHASING DEPARTMENT
County Of Hidalgo

June 24, 2008

Maxima Business Center
Jose E. Garcia
PO Box 1917
Weslaco, TX 78599

Via Fax (956) 630-3631

Re: C-07-249-07-17-"Lease of Office Space in the City of Edinburg" – 430th District Court

Dear Mr. Garcia:

Commissioners' Court will take applicable action (Tuesday, July 1, 2008) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current lease agreement (under the same rates, terms and conditions). Effective date of renew/extension is of July 17, 2008. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, June 27, 2008, 5:00 p.m., via facsimile to (956) 956-318-2629.

By: _____ Date: _____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal
Hidalgo County Contracts Manager

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-07-249-07-17

THIS LEASE is made and entered into by and between **Jose E. Garcia,** , referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", attached hereto, save and except the said space marked as Office #2 and Office #3 on the floor plan included in Exhibit "A" and consisting of a total of 243.96 square feet and referred herein as "Lessor's Storage Space". The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises." The total Leased Premises consists of Four Thousand Five Hundred (4,500) square feet.

Lessor agrees that Lessor's Storage Space shall be used only for storage purposes by Lessor. Lessor further agrees that only authorized personnel who maintain the Leased Premises on Lessor's behalf shall be allowed access to the Lessor's Storage Space and such space shall only be accessed through the front door entrance of the Leased Premises and only when court is not in session.

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for one

(1) year commencing on **July 17, 2007** (as hereinafter defined) and ending on **July 16, 2008** (as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. The "Commencement Date" is the date the Premises are available for occupancy by Lessee, which date shall be ten(10) days following the date the Lessor provides Lessee written notice that the Lessor's negotiated remodeling obligation is complete. The "Termination Date" is the date twelve (12) months following the Commencement Date, unless the Commencement date is other than the first day of a calendar month, in which event the Term shall be extended by the number of days remaining in the month which includes the Commencement Date, and the Termination Date shall be likewise extended. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional two (2) one (1) year terms, under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of

the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.2 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.3 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor ninety (90) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.4. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent

domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to Eight Thousand Two Hundred and Eighty Dollars and no/100ths ($8,280.00) per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at **4401 North McColl Rd, McAllen, TX 78504** or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

Taxes

2.4 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.2 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent used of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

LESSOR'S DUTY

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(8) Landscaping (all greenery, watering, and maintainance).

(9) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 **Lessor**. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance.

9.3 Lessee. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

9.3 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten

(10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall

not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the

entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such

monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.4 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.5 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:
Jose E. Garcia , Owner
4401 North McColl Rd
McAllen, TX 78504

Lessee:
County of Hidalgo
Attn: County Judge
P.O. Box 1356
Edinburg, Texas 78540

Either party may change the address to which notices are to be sent it by giving the other

party written notice of the new address in the manner provided in this section.

Parties Bound

14.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

Texas Law to Apply

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

Prior Agreements Superseded

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this Lease

Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or

finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this Lease Agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the day of 1st ,2007

JOSE E. GARCIA

Sept. 26, 2007 By: Jose E. Garcia

HIDALGO COUNTY

Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo Jr.

Arturo Guajardo Jr., County Clerk

Approved on Commissioners' Court July 17, 2007

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: SLC

Stephen L. Crain

EXHIBIT "A"
SPECIFICATIONS &
LEGAL DESCRIPTION

BID FORM
THE COUNTY OF HIDALGO, TEXAS
HIDALGO COUNTY JUDICAL COUT

"Lease Office Space in the City of Edinburg"
BID No.: 07-249-07-11CGV

Legal Description of Property:

Property (including any improvements):

The North ½ of lots 13, 14, 15, and 16, Block 256, ORIGINAL TOWNSITE OF EDINBURG, Hidalgo County, Texas, according to the map recorded in Volume 1, Page 23, Map Records in the Office of the County Clerk of Hidalgo County, Texas reference to which is here made for all purposes and,

Lots Seventeen (17) through Twenty (20), inclusive, Block two hundred fifty-six (256), ORIGIANL TOWNSITE OF EDINBURG, Hidalgo county, Texas as per map or plat thereof recorded in volume 1, page 23, map records, Hidalgo county, Texas and,

The Real Property or its address is commonly known as 323 W, Cano Street, Edinburg, TX 78539.

Lots Twenty-One (21) and Twenty-Two (22), Block two hundred fifty-six (256), ORIGIANL TOWNSITE OF EDINBURG, Hidalgo county, Texas as per map or plat thereof recorded in volume 1, page 23, map records, Hidalgo county, Texas.

The Real Property or its address is commonly known as 323 W. Cano Street, Edinburg, TX 78539.

EXHIBIT "A"

HIDALGO COUNTY JUDICIAL COURT

LEASE OF OFFICE SPACE IN THE CITY OF EDINBURG
BID NO. 07-249-07-11CGV

Instructions to bidders:
These instructions apply to all offers made to Hidalgo County (herein referred to as "County") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to, Invitations to Bid.

1. Please review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy.

2. Open records access to all information submitted. All information included will be open to the public, other bidders, media as per Open Records Act and not be confidential in nature. If you deem any information as confidential it should not be made part of your bid package.

SPECIFICATIONS/REQUIREMENTS AND/OR TERMS AND CONDITIONS:

1. The proposed office building shall consist of a minimum of 3,500 square feet and a maximum of 4500 square feet of available office space.

2. Bidder shall charge by the square foot for the rental of space. The bid should reflect the actual square feet of the building being proposed.

3. The proposed building should be located within a two (2) block radius of the Hidalgo County Courthouse.

4. A proposed building must meet all ADA Requirements for all entrances, restrooms and/or parking areas. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, forty-five (45) days from the date of the awarding of the bid and execution of the lease document, or the award will become null/void.

5. If any renovations to the building are necessary in order to comply with the specifications mentioned herein, said renovations will be made by the bidder and at the bidder's expense. The renovations will be completed and constructed according to a floor plan, diagram or scheme as requested and approved by Hidalgo County Judicial Court. All remodeling or renovations will be completed ninety (90) days from the date of bid award and properly executed lease agreement with the County's option to consider and approve an additional fifteen (15) day extension. If completion date is not met, awarded bid and lease will become null/void.

6. If a new building is to be constructed, there should be a completion date of approximately one hundred twenty (120) days from the date of bid award and properly executed lease

agreement. The new building must be constructed to comply with applicable federal, state and local building codes and regulations according to a floor plan, diagram or scheme as requested and approved by Hidalgo County Judicial Court.

7. Said building shall accommodate for Courtroom with said measurements of a minimum 800 square feet and a maximum of 840 square feet or the equivalent for:

    a. Lawyers Bar Wall
    b. Judge's Bench
    c. Jury Box
    d. Witness Stand
    e. Court Reporters Area

8. Said building shall accommodate 5 to 7 offices with said measurements of 10' x 10' or the equivalent.

9. Lobby to be with said measurement of a minimum of 300 square feet.

10. Restrooms as follows:
    a. One (1) Staff (Unisex)
    b. One (1) Unisex
    c. One (1) Male
    d. One (1) Female

11. Bid premises shall have public restrooms, one (1) for men, one (1) for women and handicapped accessible. Separate restroom facilities for employees.

12. Storage area with a minimum of 50 square feet.

13. Staff open space with a minimum of 250 square feet.

14. Judge's chambers space with a minimum of 180 square feet.

15. Building should have a minimum of three (3) fire extinguishers or amount required by the City Fire Code under federal, state, local and building codes and regulations. Floor area exits or exit access doorways must comply with the City Fire Code under federal, state and local building codes and regulations.

16. The guest parking lot shall consist of a minimum of forty (40) parking spaces with the minimum of two (2) designated handicapped parking with the shortest accessible route, a ramp should be available leading to the building. Building access must comply with American Disability Act Parking Requirements.

17. The building should be well insulated with ERA rating of minimum of eleven (11).

18. Prior to occupancy or commencement of the contract and every year afterward for the duration of the contract, the Lessor must provide acceptable indoor air quality. The quality of the air in and occupied enclosed space that is within an established temperature and comfort zone and which does not contain air contaminants in sufficient concentration to

produce a negative impact on the health and comfort of the occupants. Established temperature and relative humidity comfort zones are defined as:

- Temperatures must be maintained between 68 and 76 degrees Fahrenheit depending on the season (winter 68-73; summer 73-76); relative humidity levels must be maintained between 30% and 55%, with the humidity level not less than 30% and not to exceed 55%.

- Hidalgo County reserves the right to review the Indoor Quality Test results.

19. During the term of the lease, the building must be well ventilated as required by law and as required by law: Carbon Dioxide level cannot be more than 700 ppm of contiguous outside ambient air, and Carbon Dioxide levels cannot exceed 1200 ppm. If there are gas appliances (heaters, a/c system), prior to occupancy and as required by Lessee, Lessor must provide documentation proof that all gas operating appliances have been inspected and are functioning properly to prevent the inappropriate accumulation of Caron Monoxide levels. If Carbon Monoxide levels are identified., Carbon Monoxide Levels must not exceed 1 ppm.

20. During the term of the lease, all air conditioning systems must comply with the American Society of Heating, Refrigeration and Air-Conditioning Engineers Specifications (ASHRAE). Proof of compliance with specifications must be provided at the time of the bid. Maintenance of air conditioning, heating will be the responsibility of the Lessor's expense.

21. Prior to occupancy, plus during the term of the lease upon written request of Lessee, Lessor will provide documentation from an approved laboratory source that biological contaminant levels (i.e., mold, mold spores, fungi, yeast, etc.) within the building do not exceed more than 10% of contiguous outside air levels.

22. HVAC Systems must be cleaned and inspected prior to occupancy by County and on an annual basis at the Lessor's expense.

23. Hidalgo County requires a third party inspection, at Lessor's expense, of roof system assessment with reports on:
    a. Age, Condition, and Warranty of the Roof

24. Hidalgo County requires the Lessor to maintain a weather tight roof system throughout the term of the lease.

25. Bid premises shall have water, sewer, garbage pick up in addition to electricity and natural gas. Building must have natural adequate lighting at each hallway and office area, with not less than 70 foot candles at any desk station.

26. Security lighting must be provided on the outside of the proposed building and approved by Hidalgo County.

27. The bidder who will be awarded the contract/lease will ensure that the facilities (toilets, water faucets, and air conditioning, heating, etc.) within the building are working properly before and during the rental/lease of the building and will provide all upkeep and maintenance under the lease.

28. Building shall be in good working condition and be handicap accessible to provide services to all clients. The building shall also be safe from rodents and insects prior to occupancy by the Hidalgo County Judicial Court.

29. All repairs will be done on a timely manner as prioritized by Hidalgo County.

30. Provide the legal description of the property along with your bid and include a proposed "floor plan layout" of your facility.

31. Hidalgo County must have permission to install phone lines, audio, video and/or data cabling in the facility if necessary.

32. Prior to occupancy, Lessor must provide documented proof that the building is asbestos free.

33. Upon submission of bid, Hidalgo County reserves the right to tour and visit proposed building.

34. Termination:
    A) Either party may terminate this agreement upon giving written notice ninety (90) days prior to effective date of said termination.

    B) Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract/lease during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

35. Hidalgo County reserves the right to reject all bids if it is in the best interest of the Hidalgo County.

36. Hidalgo County reserves the right to have the building inspected on an as needed basis in as much as to ensure that the building is meeting up to standards requirements while contract is on going wit the County.

37. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

38. Bidder shall provide insurance for the building to be leased against fire, accidents or natural disaster throughout the term of lease. Also, Bidder shall maintain liability insurance on the premises as indicated on Exhibit "C".

39. Certificates of Insurance shall be submitted to Hidalgo County Purchasing Department for approval prior to rental services being performed by Lessor hereunder.

40. The awarded bidder shall adhere to the following insurance requirements:

a. Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum Lessor shall use to repair and restoration purpose.
b. Applicable Coinsurance: 80%

41. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this contract/lease, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date or otherwise.

42. Bids cannot be altered or amended after deadline time. Any alterations made before deadline time must be initiated by bidder or his authorized agent. No bid can be withdrawn after opening time for ninety (90) days without approval by Commissioner's Court based on a written acceptable reason.

43. Bid unit price on square foot- extended and show total. In case or errors in extension, the square foot price shall govern.

Term:
The initial term of the lease will be for a period of one (1) year with the County's option to extend for two (2) additional one (1) year terms, under the same rates, terms and conditions. Notwithstanding what is stated as the initial term or extension herein.

Hidalgo County Commissioner's Court must give the awarded bidder written notice of such renewal at least ninety (90) days prior to the termination of the initial lease term.

Additional Information:

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is requesting that any or all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, Purchasing Agent, at 100 East Cano, 4th Floor, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

All written inquiries will be accepted via facsimile no later than, Wednesday, **June 27, 2007**, at 5:00 P.M. at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than 5:00 P.M., Friday, **June 29, 2007**.

EXHIBIT"B"
PAYMENT SCHEDULE

HIDALGO COUNTY
LEASE OF OFFICE SPACE-CITY OF EDINBURG
BID NO.: 07-249-07-11CGV

BID PAGE

BID PRICE PER SQUARE FOOT: $ 1.84 (Includes Property Taxes)

TOTAL MONTHLY BID PRICE: $ 9,634.24

TOTAL SQUARE FEET ON PROPOSED OFFICE BUILDING: 5,236

PHYSICAL LOCATION OF PROPOSED BUILDING: ONE BLOCK WEST OF HIDALGO COUNTY COURTHOUSE AT 111 SOUTH 9th STREET, EDINBURG, TEXAS

TERM:
The initial term of the lease will be for a period of one (1) year with the County's option to extend for two (2) additional one (1) year terms, under the same rates, terms and conditions. Notwithstanding what is stated as the initial term or extension herein.

PARTICIPATING BIDDER'S INFORMATION

BIDDER'S NAME: JOSE E. GARCIA

ADDRESS: 4401 NORTH McCOLL

CITY/STATE/ZIP CODE: McAllen, TEXAS 78504

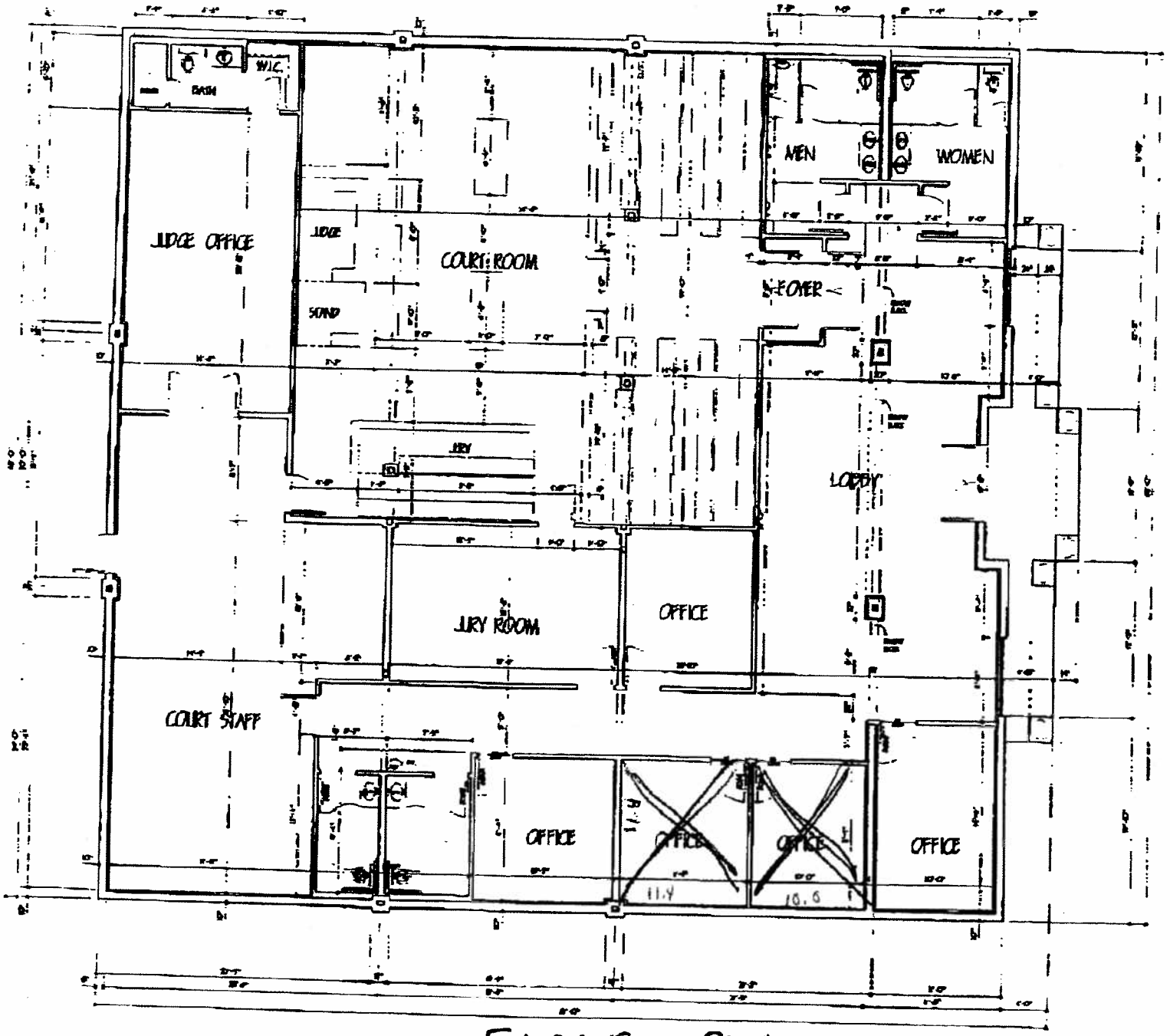
PHONE NUMBER: 956-630-0081

FAX No: 956-630-3631 **CELLULAR No:** 956-607-8002

AUTHORIZED SIGNATURE: Jose E. Garcia

PRINTED NAME: JOSE E. GARCIA

TITLE: OWNER



FLOOR PLAN

SURVEY OF PARKING LOT AND PROPERTY

EXHIBIT "C"
INSURANCE

GARCIA & VILLARREAL, L.L.P.
Attorneys at Law

José E. Garcia
Francisco R. Villarreal
Ted Rodriguez, Jr.
Chad W. Tolar

4311 N. McColl Rd.
McAllen, Texas 78504

Telephone: 956-630-0081
Facsimile: 956-630-3631

FACSIMILE TRANSMISSION COVER SHEET

To: Rocio Villareal Fax Number: 318-2629

Re: Lease of Office Space City of Edinburg

From: Laura Fields File Number:

Message:

Please see attached.

Operator: Sandra Date: 9/18/07

This transmission consists of 3 pages, including this page.

___ Original Will Follow ✓ Original Will Not Follow

IMPORTANT: This information contained in this facsimile is confidential. The information is intended only for the use of the individual or entity to whom it is addressed. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution or copying of this communication is strictly prohibited.

If you have received this facsimile in error please immediately notify us by telephone, and return the original message to us at the addresses above via the U.S. Postal Service. In the event the enclosed document is received incomplete, please contact our office. Thank

RECEIVED
SEP 18 2007
PURCHASING DEPT.

PURCHASING DEPARTMENT
County Of Hidalgo

September 18, 2007

Jose E. Garcia
4401 North McColl
McAllen, Texas 78504

Via Fax: (956) 630-3631

Dear Mr. Garcia :

Pursuant to Commissioners' Court action of, July 17, 2007 for **"Lease of Office Space in the City of Edinburg,"** for the Hidalgo County has been awarded to your company, however, prior to proceeding with the execution of the contract, please provide the following:

- ☐ Original contract with signature of responsible party. Contract was mailed
- ☐ Proof of Insurance.
- ☐ Licenses and Certificates.
- ☒ Other: Certificate of Insurance is required to be in a Accord Form.
- ☐ County must be named as an additional insured (See Exhibit "C")

Thank you in advance for your attention to this matter. If you should have any questions or require any information, please do not hesitate to call me. (956) 318-2626. Proof of Insurance can be faxed to (956) 318-2629; Attention: Rocio Villarreal.

9-18-2007

Sincerely,

Rocio Villarreal, Contracts Manager
Hidalgo County Purchasing Department

Dear Rocio
Here is the certificate

Laura Fields

ACORD EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YY) 09/12/2007

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER
Bert Whisenant Insurance
816 East Hackberry Avenue
McAllen, TX 78501

PHONE (A/C, No, Ext): (956)686-8323

CODE: URJ891 SUB CODE:
AGENCY CUSTOMER ID #: 00001634

INSURED
Joe E Garcia Law Office
4401 N. McColl Rd.
McAllen, TX 78504

COMPANY
Travelers Insurance Co.

LOAN NUMBER

POLICY NUMBER
PACP3656W68607

EFFECTIVE DATE 02/10/2007
EXPIRATION DATE 02/10/2008
CONTINUED UNTIL TERMINATED IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

	LOCATION/DESCRIPTION
1	Loc 00002 Bldg 00001 111 S. 9th Edinburg, TX 78539

COVERAGE INFORMATION

	COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
1	Building, RC, Special form	245,424	2500

REMARKS (Including Special Conditions)

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW _____ DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

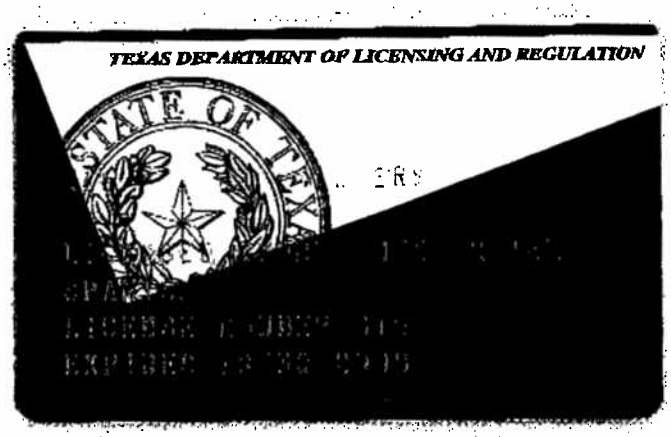
ADDITIONAL INTEREST

NAME AND ADDRESS
Hidalgo County 430th 8 District Court
2802 S. Closner
Edinburg, TX 78539

MORTGAGEE
LOSS PAYEE
ADDITIONAL INSURED

LOAN #

AUTHORIZED REPRESENTATIVE
B.E. Whisenant, Jr.


TEXAS DEPARTMENT OF LICENSING AND REGULATION

The person named on this card may perform the duties within the scope of work authorized by applicable law through the expiration date shown on the front of the card.

William H. Kuntz, Jr.
Executive Director
Texas Department of Licensing and Regulation

TRAVELERS

BUILDING PAC

COMMERCIAL BUILDING LESSORS

A Custom Insurance Policy Prepared for:

JOE E. GARCIA, ATTYS. AT LAW
4301 N. MCCOLL RD.

MCALLEN TX 78501

Bert WHISENANT INSURANCE
"Our Policy is Good Service"
(956) 546-4222
16 East Levee
Brownsville, TX 78520
(956) 686-8323
916 East Hackberry
McAllen, Texas 78501
www.owl-ins.com

Presented by: WHISENANT\BERT\INSURANCE

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

COMMON POLICY DECLARATIONS
BUILDING PAC
BUSINESS: BLDG-OFFICE

POLICY NO.: IL-PACP-3656W686-TLC-07
ISSUE DATE: 01-30-07

INSURING COMPANY:
THE TRAVELERS LLOYDS INSURANCE COMPANY

1. **NAMED INSURED AND MAILING ADDRESS:**

JOE E. GARCIA, ATTYS. AT LAW
4301 N. MCCOLL RD.

MCALLEN TX 78501

2. **POLICY PERIOD:** From 02-10-07 to 02-10-08 12:01 A.M. Standard Time at your mailing address.
3. **DESCRIPTION OF PREMISES:**

PREM. LOC. NO.	BLDG. NO.	OCCUPANCY	ADDRESS (same as Mailing Address unless specified otherwise)

SEE IL T0 20 02 05

4. **COVERAGE PARTS AND SUPPLEMENTS FORMING PART OF THIS POLICY AND INSURING COMPANIES**

COVERAGE PARTS and SUPPLEMENTS	INSURING COMPANY
Businessowners Coverage Part	TLC

5. The COMPLETE POLICY consists of this declarations and all other declarations, and the forms and endorsements for which symbol numbers are attached on a separate listing.
6. **SUPPLEMENTAL POLICIES:** Each of the following is a separate policy containing its complete provisions.

POLICY	POLICY NUMBER	INSURING COMPANY

DIRECT BILL

7. **PREMIUM SUMMARY:**

Provisional Premium	$	19,442.00
Due at Inception	$	
Due at Each	$	

NAME AND ADDRESS OF AGENT OR BROKER

WHISENANT\BERT\INSURANCE RJ891
816 E HACKBERRY AVE
MCALLEN TX 78501-5739

COUNTERSIGNED BY:

_____
Authorized Representative

DATE: _____

Office: HOUSTON DOWN

014842

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

BUSINESSOWNERS COVERAGE PART DECLARATIONS

BUILDING PAC

POLICY NO.: IL-PACP-3656W686-TLC-07
ISSUE DATE: 01-30-07

INSURING COMPANY:
THE TRAVELERS LLOYDS INSURANCE COMPANY

POLICY PERIOD:
From 02-10-07 to 02-10-08 12:01 A.M. Standard Time at your mailing address.

FORM OF BUSINESS: INDIVIDUAL

COVERAGES AND LIMITS OF INSURANCE: Insurance applies only to an item for which a "limit" or the word "included" is shown.

COMMERCIAL GENERAL LIABILITY COVERAGE

OCCURRENCE FORM	LIMITS OF INSURANCE
General Aggregate (except Products-Completed Operations Limit)	$ 2,000,000
Products-Completed Operations Aggregate Limit	$ 2,000,000
Personal and Advertising Injury Limit	$ 1,000,000
Each Occurrence Limit	$ 1,000,000
Damage to Premises Rented to You	$ 300,000
Medical Payments Limit (any one person)	$ 5,000

BUSINESSOWNERS PROPERTY COVERAGE

DEDUCTIBLE AMOUNT: Businessowners Property Coverage: $ 2,500 per occurrence.
Building Glass: $ 250 per occurrence.

BUSINESS INCOME/EXTRA EXPENSE LIMIT: Actual loss for 12 consecutive months

Period of Restoration-Time Period: 72 Hours

ADDITIONAL COVERAGE:
Fine Arts: $ 25,000

Other additional coverages apply and may be changed by an endorsement. Please read the policy.

SPECIAL PROVISIONS:

COMMERCIAL GENERAL LIABILITY COVERAGE IS SUBJECT TO A GENERAL AGGREGATE LIMIT

BUSINESSOWNERS PROPERTY COVERAGE

PREMISES LOCATION NO.: 01 BUILDING NO.: 01

COVERAGE		LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUILDING *Replacement Cost	$	1,753,031	RC*	N/A	0.0%

PREMISES LOCATION NO.: 02 BUILDING NO.: 01

COVERAGE		LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUILDING *Replacement Cost	$	245,424	RC*	N/A	0.0%

PREMISES LOCATION NO.: 03 BUILDING NO.: 01

COVERAGE		LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUILDING *Replacement Cost	$	216,423	RC*	N/A	0.0%
BUSINESS PERSONAL PROPERTY *Replacement Cost	$	108,211	RC*	N/A	0.0%

COVERAGE EXTENSIONS:

Accounts Receivable	$	25,000
Valuable Papers	$	25,000

PREMISES LOCATION NO.: 04 BUILDING NO.: 01

COVERAGE		LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUILDING *Replacement Cost	$	367,920	RC*	N/A	0.0%
BUSINESS PERSONAL PROPERTY *Replacement Cost	$	21,642	RC*	N/A	0.0%

COVERAGE EXTENSIONS:

Accounts Receivable	$	25,000
Valuable Papers	$	25,000

PREMISES LOCATION NO.: 05 BUILDING NO.: 01

COVERAGE		LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUILDING *Replacement Cost	$	308,404	RC*	N/A	0.0%
BUSINESS PERSONAL PROPERTY *Replacement Cost	$	5,411	RC*	N/A	0.0%

COVERAGE EXTENSIONS:

Accounts Receivable	$	25,000
Valuable Papers	$	25,000

Other coverage extensions apply and may be changed by an endorsement. Please read the policy.

014844

POLICY NUMBER: IL-PACP-3656W686-TLC-07

EFFECTIVE DATE: 02-10-07

ISSUE DATE: 01-30-07

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL T0 19 02 05	COMMON POLICY DEC
MP T0 01 02 05	BUSINESSOWNERS COVERAGE PART DECS
IL T8 01 01 01	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T0 40 08 04	COMMON POLICY CONDITIONS-TEXAS
IL T0 20 02 05	ADDITIONAL LOCATIONS

BUSINESSOWNERS

CP 12 18 06 95	LOSS PAYABLE PROVISIONS
MP T1 30 02 05	TBL OF CONT-BUSINESSOWNERS COV-DELUXE
MP T1 02 02 05	BUSINESSOWNERS PROPERTY COV-SPEC FORM
MP T1 05 02 05	AMENDATORY PROVISIONS-OFFICES
MP T1 75 03 06	WINDSTORM OR HAIL PERCENTAGE DED
MP T4 79 01 00	TX CHANGES
MP T3 23 05 02	FUNGUS ROT BACTERIA CHGS
MP T3 25 01 06	TERRORISM RISK INS ACT OF 2002 NOTICE
CP 02 02 02 96	TX CHANGES-CANCELLATION AND NONRENEWAL

COMMERCIAL GENERAL LIABILITY

CG T0 34 11 03	TABLE OF CONTENTS
CG 00 01 10 01	COMMERCIAL GENERAL LIABILITY COV FORM
CG D2 37 11 03	EXCLUSION-REAL ESTATE DEV ACTIVITIES
CG D2 55 11 03	AMENDMENT OF COVERAGE - POLLUTION
CG D3 09 11 03	AMEND ENDT-PRODUCTS-COMPLETED OPR HAZARD
CG F2 94 03 05	AMEND OF COV PERSONAL & ADVERT INJTEXAS
CG 21 70 11 02	CAP ON LOSSES CERTIFIED ACTS TERRORISM
CG D0 37 04 05	OTHER INSURANCE-ADDITIONAL INSUREDS
CG D2 03 12 97	AMEND-NON CUMULATION OF EACH OCC
CG F2 93 03 05	WEB EXTEND LIABILITY - TEXAS
TX M1 25 11 03	HIRED AUTO AND NON-OWNED AUTO LIAB- TX
CG D2 43 01 02	FUNGI OR BACTERIA EXCLUSION
CG D2 56 11 03	AMENDMENT OF COVERAGE
CG D3 26 01 04	EXCLUSION-UNSOLICITED COMMUNICATIONS
CG D3 56 01 05	MOBILE EQUIP/EXCL VEHICLES SUB TO MV LAW
CG F2 68 05 05	TX CHANGES-EMPL RELATED PRACTICES EXCL
CG D2 42 01 02	EXCLUSION WAR
CG D3 37 02 05	PROFESSIONAL SERVICES EXCL-LEGAL SERVICE
CG T4 78 02 90	EXCLUSION-ASBESTOS
CG 01 03 06 06	TEXAS CHANGES
CG T3 33 12 88	LIMIT WHEN TWO OR MORE POLICIES APPLY

COMMON POLICY CONDITIONS – TEXAS

All Coverage Parts included in this policy are subject to the following conditions.

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy or any Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. If the policy is cancelled, that date will become the end of the policy period. If a Coverage Part is cancelled, that date will become the end of the policy period as respects that Coverage Part only.
5. If this policy or any Coverage Part is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. PREMIUMS

1. The first Named Insured shown in the Declarations:
   a. Is responsible for the payment of all premiums; and
   b. Will be the payee for any return premiums we pay.
2. We compute all premiums for this policy in accordance with our rules, rates, rating plans, premiums and minimum premiums. The premium shown in the Declarations was computed based on rates and rules in effect at the time the policy was issued. On each re-

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TRAVELERS

One Tower Square, Hartford, Connecticut 06183

ADDITIONAL LOCATIONS
BUILDING PAC

POLICY NO.: IL-PACP-3656W686-TLC-07
ISSUE DATE: 01-30-07

THIS SCHEDULE OF LOCATIONS AND BUILDINGS APPLIES
TO THE COMMON DECLARATIONS FOR THE PERIOD

02-10-07 to 02-10-08

PREMISES LOCATION NUMBER	BUILDING NUMBER	OCCUPANCY	ADDRESS
02	01	OFFICE	111 S 9TH EDINBURG TX 78539

IL T0 20 02 05

4847

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Jose E. Garcia, possess all of the **APPLICABLE**:

1. Licenses: None Required
2. Bonds: None Required
3. Certificates: None Required
4. Permits: None Required
5. Other: All Requirement have been met

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required <u>must be presented</u> as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.**

Jose E. Garcia
Authorized Signature

7-10-07
Date

Property Owner
Company

4401 North McColl Road
Address

McAllen, Texas, 78504
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

JOSE E. GARCIA

2

☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

NONE

4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

NONE

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local governmental entity

6 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.) NONE

This section, item 6 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No N/A

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No N/A

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No N/A

D. Describe each affiliation or business relationship.

N/A

8 Describe any other affiliation or business relationship that might cause a conflict of interest.

WE have no conflict of interest and do not have any affiliation or business relationship with any government officer regarding this bid.

7

Jose L. Garcia
Signature of person doing business with the governmental entity

7/10/07
Date

Amended by: 10/2006

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated of cause or default.

Signature: Jose E. Garcia
Print Name: JOSE E. GARCIA
Title: OWNER
Telephone Number: 956-630-0081
Date: 7-10-07

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

AI-4595
Lease of Office Space
CC REGULAR

16.A.8.

Date: 07/17/2007
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Gricelda Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and acceptance of sole bid received for RFB-Lease of Office Space in the City of Edinburg (bid #07-249 for 430th District Court) with approval of contract/lease agreement (subject to legal review).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 07 **ACCT. #:** 7-1100-412-00-010-001-0-441
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance is $48,431.40 as of 7/13/07.

Attachments

Link: Lease Bid
Link: Lease

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/12/2007 01:04 PM	APRV
2	Budget & Management	Dina Trevino	07/12/2007 01:46 PM	APRV
3	Dale Kennan	Dale Kennan	07/13/2007 09:01 AM	APRV
4	Auditor's Office		07/13/2007 04:59 PM	NEW

Form Started By: Gricelda Villarreal Started On: 07/11/2007 11:29 AM
Final Approval Date: 07/13/2007

MAXIMA BUSINESS CENTER

4401 North McColl Road
McAllen, Texas 78504
Telephone: (956) 630-0081
Facsimile: (956) 630-3631

October 11, 2007

PRIVILEGED AND CONFIDENTIAL

Hidalgo County Purchasing Department
Ms. Rocio Villarreal, Contracts Manager
2802 S. Business 281
Edinburg, Texas 78539

Re: Lease No. C-07-249-07-07
Lease of Office Space – City of Edinburg

Dear Ms. Villarreal:

Please find enclosed the original executed Lease regarding the above.

We thank you for your usual courtesies and professionalism, and remain

Sincerely,

MAXIMA BUSINESS CENTER

Jose E. Garcia, Trustee

JEG:sb
Enclosure

HIDALGO COUNTY
texas

Department of
Budget & Management
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025
Fax: (956) 292-7034
www.co.hidalgo.tx.us

Memorandum

To: **Linda Fong, First Assistant County Auditor**

From: **Dina Trevino, Manager-Budget Management Section**

Date: **June 26, 2008**

Subject: **P.O. reclassification for the 430th D.C.**

Cc: **Becky Luna, Angelica Tapia, Angela Garcia**

As per my conversation with Accounts Payable Supervisor, Elizabeth Cano utilities and building rental for the 430th DC should be paid out of the 430th DC's budget, therefore, I am requesting that you please reclassify PO # 600359 – Maxima Business Center (vendor # 262056) as well as any expenditures charged to the County Wide Administration account (8-1100-415-00-115-002-0-441).

Thank you for continued cooperation. If you have any questions please call me at (956) 292-7025 ext. 5405.

Purchase Order Inquiry - FUINQ01A 9/17/2007 5:30 pm

PO Number 600359
PO Date 03-13-2008
Requisition No 00127754
Owner AGARCIA
PO Type

Vendor No 262056
Vendor Name JOSE E. GARCIA
Address 4401 NORTH MCCOLL ROAD
MCALLEN, TX 78504

PO Total **57,960.00**
Payment Total **49,680.00**

Detail | Header | Payment Info | Journals

Line No	Quantity Ordered	Quantity Received	Description	Unit Price	Amount
1	7		OPEN PURCHASE ORDER FOR MAXIMA BUSINESS CENTER BUILDING	8,280.000	57,960.00

Total **57,960.00**

Account Number	Description	Amount	Amount Liq
8-1100-415-00-115-002-0-441	CO WIDE ADM-LAND & BLDG RENTALS	57,960.00	49,680.00

AI-9883 **20.A.9.**

Termination

CC REGULAR

Date: 07/01/2008
Submitted By: Mary Maldonado, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Presentation to consider vendor's (Cameron Land & Cattle, Inc.) request to terminate contract for the service of "Tire Disposal Service" for Hidalgo County.
B. Requesting authority to advertise for "Tire Disposal Service" for Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: N/A **ACCT. #:** N/A
FUNDS AVAILABLE Y/N?: N/A **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

1. Approval to terminate contract does not require funding; no fiscal impact as of 6-25-08.

2. Approval to advertise for "tire disposal services" does not require funding at this time (as of 6-25-08). Funding is to be identified and in place once a final negotiated contract is approved with vendor after all pertinent procurement procedures and/or processes are completed.

Attachments

Link: Termination

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/25/2008 02:25 PM	APRV
2	Budget & Management	Veronica Lopez	06/25/2008 02:27 PM	APRV
3	Ivan Cantu	Ivan Cantu	06/25/2008 02:37 PM	APRV
4	Auditor's Office	Linda Fong	06/27/2008 09:37 AM	APRV
5	Court Administrator	Angela Garcia	06/27/2008 10:17 AM	APRV

Form Started By: Mary Maldonado Started On: 06/24/2008 04:10 PM

Final Approval Date: 06/27/2008

PURCHASING DEPARTMENT
County Of Hidalgo

June 26, 2008

Ms. Julie Wood
Cameron Land & Cattle, Inc.
7132 Ock Drive
San Antonio, Tx, 78256

Re: Tires' Disposal Service E-07-459-11-20

Dear Ms. Wood:

We will be placing your request to terminate your contract on Commissioners' Court on Tuesday, July 1, 2008.

As you are aware Article 14 of the current contract states that only the County can terminate the contract. It is up to the County Commissions' to approve or not approve this request.

Please, be aware that if you would like to present your request at Commissioners' Court, you may do so, on Tuesday, July 1, 2008 at 9:30 am at Hidalgo County Administration Building, 100 E. Cano, 1st Floor, Edinburg, Texas.

Please acknowledge receipt of this notice by signing below and returning to the Purchasing Department by no later than, 5:00p.m., Wednesday, June 25, 2008 via facsimile to (956) 956-318-2629.

By:_____ Date:_____

If you require any more information, please do not hesitate to call me at (956) 318-2626.

Sincerely,

Mary A. Maldonado

Mary A. Maldonado
Contracts Manager

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Cameron Land & Cattle, Inc
7132 Oak Dr
San Antonio, Texas 78256
Ph. 210-698-5282 Fax 210-698-5148

March 10, 2008

+Attn Mary Maldonado
County of Hidalgo Purchasing
2802 S. Business Hwy 281
Edinburg, Texas 78256

Dear Valued Customer

We have enjoyed many years of servicing your scrap tire disposal needs. We have always kept our prices at the lowest possible in order not to have to ask for a price increase. As you know, fuel costs have been and are continuing to rise dramatically and drive the cost of all goods and services upward with no end in sight.
As a result, I see that we have two options available to us at this time.

1. I must ask for a price increase as is available as an option in the contract. All other customers are paying significantly more. The prices are as follows:

Passenger tires	1.40 → .95	Truck tires	6.50 → 4.00
Pass w/rim	2.80 → 1.90	Truck w/rim	13.00 → 8.00
Tractor tires	14.00 → 12.00	Trac w/rim	28.00 →

   As I can see, this is the only option available under the current contract. I need this to go into effect April 1.

2. I exercise my right to terminate the contract with the two months notice beginning now. There are possibilities available to us in that case such as offering prices for delivered tires, trailers set at your locations, and there may even be a possibility for fuel adjustment fees which are not in the current contract.

I regret this, but I can not and will not allow my company to bankrupt itself. I have cut costs everywhere I can and passed costs on to other customers as much as I can. I have no other choice.

AI-9896 **20.A.10.**

Hidalgo County-Rescind-MOU-TxDPS-TxRanger Division
CC REGULAR

Date: 07/01/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion and consideration to rescind action taken by CC on 04/29/08 for approval of a Memorandum of Understanding (MOU) (to date not yet executed by TxDPS) between the County of Hidalgo and Tx DPS (Texas Ranger Division) for the purposes of providing office space within the former Administration Building-third floor.

BACKGROUND

CCM of 04/29/08

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-362-10-000-000-0-000
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Approval to rescind action taken on 4-29-08 does not require funding (as of 6-25-08), refer to AI 9060 23.A.11. for possible fiscal impact if in fact MOU is entered into and takes place.

Attachments

Link: CCM 04/029/08-MOU

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/25/2008 12:29 PM	APRV
2	Budget & Management	Veronica Lopez	06/25/2008 01:49 PM	APRV
3	Ivan Cantu	Ivan Cantu	06/25/2008 02:14 PM	APRV
4	Auditor's Office	Linda Fong	06/25/2008 05:29 PM	APRV
5	Court Administrator	Monica Badillo	06/26/2008 09:05 AM	APRV

Form Started By: Letty Saenz Started On: 06/25/2008 10:06 AM

Final Approval Date: 06/26/2008

23.A.11.

AI-9060
Surplus of Office Space for Lease
CC REGULAR

Date: 04/29/2008
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Requesting approval to declare as "surplus" approximately 4,000 square feet of office space (currently vacant and not needed by Hidalgo County) located at 100 East Cano, 3rd. floor, Edinburg, Texas for the purpose of leasing;
B. Requesting approval to enter into a Memorandum of Understanding between State of Texas Department of Purblic Safety (DPS-Texas Ranger Division) and County of Hidalgo in connection with the leasing of office space for an initial term of one (1) year, with four (4) additional one (1) year terms to renew and extend in the amount of $12,000.00 annually.

BACKGROUND

State of Texas has announced the construction of a local facility.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-362-10-000-000-0-000
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

County wil be receiving rental revenue of $12,000.00 annually.
Expenditures may be needed in order to prepare the space for occupancy. Type of expenditures and amount of such cannot be determined at this time (as of 4-25-08).

Attachments

Link: draft MOU-DPS-Texas Ranger Division

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	04/24/2008 05:28 PM	APRV
2	Budget & Management	Dina Trevino	04/25/2008 07:36 AM	APRV
3	Ivan Cantu	Ivan Cantu	04/25/2008 10:13 AM	APRV
4	Auditor's Office		04/25/2008 04:50 PM	NEW

Form Started By: Marty Salazar Started On: 04/24/2008 01:17 PM
Final Approval Date: 04/25/2008

9. **Presentation for consideration, discussion and approval for Hidalgo County to exercise its option to suspend and/or terminate under the current awarded AIA B141 Agreement (Article 1.3.8 Termination or Suspension) with Alcocer Garcia Associates Design Consulting, contracted architect for, "The New Government Facility," by providing a written notice to architect.**

   On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

10. **Presentation for discussion, consideration and approval to permit the publication of a Request for Proposals for an Hidalgo County-wide prescription drug discount card program.**

    On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

11. **A. Requesting approval to declare as "surplus" approximately 4,000 square feet of office space (currently vacant and not needed by Hidalgo County) located at 100 East Cano, 3rd. floor, Edinburg, Texas for the purpose of leasing;**

    On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

    B. Requesting approval to enter into a Memorandum of Understanding between State of Texas Department of Public Safety (DPS-Texas Ranger Division) and County of Hidalgo in connection with the leasing of office space for an initial term of one (1) year, with four (4) additional one (1) year terms to renew and extend in the amount of $12,000.00 annually.

    On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

12. **Presentation for discussion, consideration and action in connection with recent water line rupture (3/14 & 15/08) damages sustained to first and second floors of the Courthouse including, but not limited to, the following:**

    A. Dry-outs, remediation/abatement of asbestos containing materials, and build back of the 93rd., 275th., 370th. State District Courtrooms and surrounding areas resulting from water line rupture of 3/14&15/08;

    Presentation made.

    B. Emergency dry-out, remediation/abatement of asbestos containing materials and build back of County Court at Law #5 (housed on the second floor in the area, aka, the old 206th and adjacent to the damaged 93rd. District Courtroom) after the discovery of water damage directly attributable to original water line rupture event of 3/14&15/08

    Presentation made.

AI-9877 **20.A.11.**

Purchase Of Modular Offices-Hidalgo County
CC REGULAR

Date: 07/01/2008
Submitted By: Yvette Islas, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting authority to advertise for sealed bids with approval of procurement packet (i.e. specifications and draft contract document) as attached hereto for "Hidalgo County-Purchase of Modular Offices" (Bid No. 2008-174)

BACKGROUND

See attached specifications and draft contract.
Proposed Schedule of Events:
1st advertisement: July 05, 2008
2nd advertisement: July 12, 2008
Bid Opening Date: July 23, 2008

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-419-40-115-069-0-748
FUNDS AVAILABLE Y/N?: Y/pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Administration Security- If approval to advertise for this project is approved by CC. Funding is to be in place under Object Code 748 "Other Equipment" at time the contract negotiations take place with final awarded vendor.

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-419-40-220-001-0-748
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Buildings & Grounds - Available Balance as of 6-26-08 $4,115.00.

Funding sources were provided by depts.

Attachments

Link: draft spec resonse from depts
Link: draft specs 08.174

Link: draft agreement 08.174

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/25/2008 04:15 PM	APRV
2	Budget & Management	Veronica Lopez	06/25/2008 04:25 PM	APRV
3	Ivan Cantu	Ivan Cantu	06/26/2008 09:12 AM	APRV
4	Auditor's Office	Linda Fong	06/27/2008 09:35 AM	APRV
5	Court Administrator	Angela Garcia	06/27/2008 10:17 AM	APRV

Form Started By: Yvette Islas Started On: 06/24/2008 02:10 PM

Final Approval Date: 06/27/2008

MEMORANDUM

TO: **Rolando Gonzalez**
Administration - Security

FROM: Yvette Islas, Buyer
Purchasing Department

DATE: May 21, 2008

RE: Approval of DRAFT specifications for: RFB No. 08-174-00-00-YSI
"PURCHASE OF MODULAR OFFICES"

Please review the attached draft specifications for your organization for the above referenced project. Please sign off to indicate your approval, disapproval, or add information if needed to these draft specifications, include the account number to be used and remit your response to the Purchasing Department no later than **Wednesday, May 21, 2008, 1:30 pm.**

Addresses where your department will need these offices are listed below, please verify this information and make changes if necessary.

- 100 East Cano, Edinburg, TX
- 317 N Closner, Edinburg, TX

Should you have any questions, please do not hesitate to call me at (956) 318-2626. Thank you for your assistance.

_____ APPROVAL OF SPECIFICATIONS

_____ DISSAPPROVAL OF SPECIFICATIONS

8-1100-419-40-115-0690- BUDGET ACCOUNT #

Add additional information to the bid packet: _____

_____

_____

_____

_____

_____ Rolando Gonzalez _____

AUTHORIZED SIGNATURE PRINTED NAME DATE

Submit this form to the Hidalgo County Purchasing Department
via fax: (956) 292-7612 or via e-mail:
yvette.islas@co.hidalgo.tx.us

MEMORANDUM

TO: **Javier Carreon**
Buildings & Grounds

FROM: Yvette Islas, Buyer
Purchasing Department

DATE: May 21, 2008

RE: Approval of DRAFT specifications for: RFB No. 08-174-00-00-YSI
"PURCHASE OF MODULAR OFFICES"

Please review the attached draft specifications for your organization for the above referenced project. Please sign off to indicate your approval, disapproval, or add information if needed to these draft specifications, include the account number to be used and remit your response to the Purchasing Department no later than **Friday, May 23, 2008, 1:30 pm.**

Please include the addresses of the locations where the offices will be located. Please verify the addresses Rolando Gonzalez provided:

- 100 East Cano, Edinburg, TX
- 317 N Closner, Edinburg, TX

I contacted Lt Ozuna and Mr. Juan Tapia at the Sheriff's Office and they advised me they were not aware of their department needing this type of office. Are you aware of other departments interested in this?

Should you have any questions, please do not hesitate to call me at (956) 318-2626. Thank you for your assistance.

✓ _____ APPROVAL OF SPECIFICATIONS w/Changes

_____ DISSAPPROVAL OF SPECIFICATIONS

8-1100-419-40-220-001-0-748 BUDGET ACCOUNT #

Add additional information to the bid packet: _____

_____

_____

_____

_____

Dan Flores 5/28/08

AUTHORIZED SIGNATURE PRINTED NAME DATE

Submit this form to the Hidalgo County Purchasing Department via fax: (956) 292-7612 or via e-mail: yvette.islas@co.hidalgo.tx.us

Need 05-29-08 @ 11 AM

MEMORANDUM

TO: **Lt Richard Ozuna**
Juan Tapia
Sheriff's Office

FROM: Yvette Islas, Buyer
Purchasing Department

DATE: May 26, 2008

RE: Approval of DRAFT specifications for: RFB No. 08-174-00-00-YSI
"PURCHASE OF MODULAR OFFICES"

Please review the attached draft specifications for your organization for the above referenced project. Please sign off to indicate your approval, disapproval, or add information if needed to these draft specifications, include the account number to be used and remit your response to the Purchasing Department no later than **Friday, May 29, 2008, 1:30 pm.**

Please include the addresses of the locations where the offices will be located.

I have been advised that Captain Campos has looked into these offices and was going to relay this information to you. Will you please check with him and let me know? I would like to place this on the agenda soon.

Should you have any questions, please do not hesitate to call me at (956) 318-2626. Thank you for your assistance.

_____ APPROVAL OF SPECIFICATIONS

_____ DISSAPPROVAL OF SPECIFICATIONS

_____ BUDGET ACCOUNT #

Add additional information to the bid packet: Not Approval to purchase at this time as per Capt. Campos & Lt. R. Ozuna. Thank You

Juan Tapia 5-28-08

AUTHORIZED SIGNATURE PRINTED NAME DATE

Submit this form to the Hidalgo County Purchasing Department
via fax: (956) 292-7612 or via e-mail:
yvette.islas@co.hidalgo.tx.us

Hidalgo County
"Purchase of Modular Offices"
Bid No.:08-174-00-00-YSI

Exhibit A

GENERAL REQUIREMENTS

I. The following are the minimum requirements and/or specifications that will be acceptable to the County. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

II. Hidalgo County is seeking to contract with a qualified vendor(s) to furnish "Modular Offices" on an "**As Needed Basis**" including, but not limited to, the following:

TERMS, CONDITIONS AND REQUIREMENTS

1. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

2. Hidalgo County has the authority to utilize State Contracts when ever it is in the County's best interest to do so.

3. All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

4. The initial contract term for this project will be for one (1) year with the County's option to extend for an additional one (1) year term under the same rates, terms and conditions.

5. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term.

6. Insurance requirements for this project to be maintained through out the contract term are General Liability, Auto Liability (if applicable) and Workers Compensation (If applicable). Refer to limits in Exhibit "C".

7. Hidalgo County reserves the right to award to one (1) or multiple vendors.

9. This contract is not limited to the user departments only. It may be used by any County department(s).

10. All bid prices for items shall take into consideration shipping/handling, delivery and set up costs.

11. All Modular Offices must be reconditioned as new or like new.

Hidalgo County
"Purchase of Modular Offices"
Bid No.:08-174-00-00-YSI

SPECIFICATIONS

Standard Container

The following size options must be available:

40' x 8'
20' x 8'
10' x 8'

All "Containers" must meet the minimum specifications listed below.

Solid Steel Portable Container
14 Gauge Steel Exterior
Solid Steel Cube
1 ¼ Maine Grade Solid Cedar Floor
6" Channel Iron Under Lay w/Powder Coating
Solid Steel Double Doors w/Up To 3 Lock Options

All "Containers" must be able to be converted into "Modular Offices" while meeting the minimum specifications listed below.

10,000 BTU A/C (for 40' x 8' model)
10,000 BTU A/C (for 20' x 8' model)
6,500 BTU A/C (for 10' x 8' model)
2 Lamp Fluorescent Luminare Lighting Fixture
3 Electrical Outlets
110 Volt Breaker Box
Vinyl Flooring (1 x 1 vinyl squares)
¼ Lauan Interior Paneling (5.2mm)
Neutral colored paint finish
Insulation Equivalent to Pink Panther R-11 3 ½" x 15"
Outside Electrical Hook-Up
(Quick Connect)

Once converted all "Modular Offices" should have the following as options:

Windows: Double Pane 44" W x 36" H
Double Pane 36" W x 36" H

Doors: these must include doors knobs and locks
Standard Metal Door
Standard Double French Doors
Standard "Store Front" Glass Door

Connections: Telephone Ready Connection
Internet Ready Connection

Price must include delivery and set-up in designated areas in Hidalgo County.

ADDITIONAL CONDITIONS AND REQUIREMENTS

Hidalgo County is requesting that any and all questions, inquiries, and all clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 100 E. Cano St., 4th Floor. Edinburg Texas 78539. ***Telephone calls will not be accepted!*** All written inquiries will be accepted via facsimile no later than, Wednesday, **Month day, 2008, 5:00 PM.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **5:00 PM, Month day, 2008**.

Hidalgo County
"Purchase of Modular Offices"
Bid No.:08-174-00-00-YSI
Exhibit B

BID PAGE

Standard Container

Standard Container 40' x 8' $_____

Standard Container 20' x 8' $_____

Standard Container 10' x 8' $_____

"Modular Offices" (standard containers that have been converted meeting specifications)

40' x 8' Modular Office with:
10,000 BTU A/C
2 Lamp Fluorescent Luminare Lighting Fixture
3 Electrical Outlets
110 Volt Breaker Box
Vinyl Flooring (1 x 1 vinyl squares)
¼ Lauan Interior Paneling (5.2mm)
Neutral colored paint finish
Insulation Equivalent to Pink Panther R-11 3 ½" x 15"
Outside Electrical Hook-Up
(Quick Connect) $_____

20' x 8' Modular Office with:
10,000 BTU A/C
2 Lamp Fluorescent Luminare Lighting Fixture
3 Electrical Outlets
110 Volt Breaker Box
Vinyl Flooring (1 x 1 vinyl squares)
¼ Lauan Interior Paneling (5.2mm)
Neutral colored paint finish
Insulation Equivalent to Pink Panther R-11 3 ½" x 15"
Outside Electrical Hook-Up
(Quick Connect) $_____

10' x 8' Modular Office with:
6,500 BTU A/C
2 Lamp Fluorescent Luminare Lighting Fixture
3 Electrical Outlets
110 Volt Breaker Box
Vinyl Flooring (1 x 1 vinyl squares)
¼ Lauan Interior Paneling (5.2mm)
Neutral colored paint finish
Insulation Equivalent to Pink Panther R-11 3 ½" x 15"
Outside Electrical Hook-Up
(Quick Connect) $_____

Options

Windows: Double Pane 44" W x 36" H $_____
Double Pane 36" W x 36" H $_____

Doors: Standard Metal Door $_____
Standard Double French Doors $_____

Standard Single "Store Front" Glass Door $_____

Standard Double "Store Front Glass Door $_____

Connections: Telephone Ready Connection with 2 outlets $_____
Internet Ready Connection with 2 connects $_____

Price must include delivery and set-up in designated areas in Hidalgo County.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NO/FAX NO: _____

CELL PHONE NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

REQUIREMENTS AGREEMENT
C-08-174-00-00-

THIS AGREEMENT (the "Agreement") is entered into effective as of **2008** by and between_____, **a** _____ **Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "**Purchase of Modular Offices**," as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "_____" in the areas of **HIDALGO COUNTY** projects for a period of one (1) year from 2008 to 2009 with the option to renew for an additional one (1) year (If applicable) under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered and set-up, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered and set-up by Seller to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or

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

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

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

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: _____
_____
_____
_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or

convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or

organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, _____.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By:_____

HIDALGO COUNTY

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Vendor_____
By:_____
Printed Name:_____
Title:_____

Hidalgo County
"Purchase of Modular Offices"
Bid No.:08-174-00-00-YSI

Exhibit A

GENERAL REQUIREMENTS

I. The following are the minimum requirements and/or specifications that will be acceptable to the County. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

II. Hidalgo County is seeking to contract with a qualified vendor(s) to furnish "Modular Offices" on an "**As Needed Basis**" including, but not limited to, the following:

TERMS, CONDITIONS AND REQUIREMENTS

1. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

2. Hidalgo County has the authority to utilize State Contracts when ever it is in the County's best interest to do so.

3. All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

4. The initial contract term for this project will be for one (1) year with the County's option to extend for an additional one (1) year term under the same rates, terms and conditions.

5. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term.

6. Insurance requirements for this project to be maintained through out the contract term are General Liability, Auto Liability (if applicable) and Workers Compensation (If applicable). Refer to limits in Exhibit "C".

7. Hidalgo County reserves the right to award to one (1) or multiple vendors.

9. This contract is not limited to the user departments only. It may be used by any County department(s).

10. All bid prices for items shall take into consideration shipping/handling, delivery and set up costs.

11. All Modular Offices must be reconditioned as new or like new.

Hidalgo County
"Purchase of Modular Offices"
Bid No.:08-174-00-00-YSI

SPECIFICATIONS

Standard Container

The following size options must be available:

40' x 8'
20' x 8'
10' x 8'

All "Containers" must meet the minimum specifications listed below.

Solid Steel Portable Container
14 Gauge Steel Exterior
Solid Steel Cube
1 ¼ Maine Grade Solid Cedar Floor
6" Channel Iron Under Lay w/Powder Coating
Solid Steel Double Doors w/Up To 3 Lock Options

All "Containers" must be able to be converted into "Modular Offices" while meeting the minimum specifications listed below.

10,000 BTU A/C (for 40' x 8' model)
10,000 BTU A/C (for 20' x 8' model)
6,500 BTU A/C (for 10' x 8' model)
2 Lamp Fluorescent Luminare Lighting Fixture
3 Electrical Outlets
110 Volt Breaker Box
Vinyl Flooring (1 x 1 vinyl squares)
¼ Lauan Interior Paneling (5.2mm)
Neutral colored paint finish
Insulation Equivalent to Pink Panther R-11 3 ½" x 15"
Outside Electrical Hook-Up
(Quick Connect)

Once converted all "Modular Offices" should have the following as options:

Windows: Double Pane 44" W x 36" H
Double Pane 36" W x 36" H

Doors: these must include doors knobs and locks
Standard Metal Door
Standard Double French Doors
Standard "Store Front" Glass Door

Connections: Telephone Ready Connection
Internet Ready Connection

Price must include delivery and set-up in designated areas in Hidalgo County.

ADDITIONAL CONDITIONS AND REQUIREMENTS

Hidalgo County is requesting that any and all questions, inquiries, and all clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 100 E. Cano St., 4th Floor. Edinburg Texas 78539. ***Telephone calls will not be accepted!*** All written inquiries will be accepted via facsimile no later than, Wednesday, **Month day, 2008, 5:00 PM.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **5:00 PM, Month day, 2008**.

DRAFT

AI-9894 **20.A.12.**

Fuel Credit Card Policy
CC REGULAR

Date: 07/01/2008
Submitted By: Ramon Vela, PURCHASING DEPT.
Submitted For: Ramon Vela
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Information

CAPTION

Pursuant to the newly adopted "Fuel Credit Card Use Policy" requesting discussion, consideration, and action on a request:
A. Hidalgo County WIC Program, Norma Longoria Director, reqesting to increase limits from $900.00 to $2,000.00/month/vehicle and to increse from two (2) fill-ups/day/vehicle to Four (4) fill-ups/day/vehicle:
- 2003 Ford Motor Home Vin# FCB53550A5407.
B. Increase limits from $900.00 to $2,000.00/month/vehicle and to increse from two (2) fill-ups/day/vehicle to four (4) fill-ups/day/vehicle:
- 2001 Ford E-350 Vin# 1FTSE34F71HA54442 LP# 796-928.
- 2001 Ford E-350 Vin# 1FTSE34F71HA54441 LP# 796-927.

BACKGROUND

Fiscal Impact

Attachments

Link: Fuel increase

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/25/2008 02:19 PM	APRV
2	Budget & Management	Veronica Lopez	06/25/2008 02:33 PM	APRV
3	Damaris San Miguel	Damaris San Miguel	06/26/2008 03:08 PM	APRV
4	Auditor's Office	Linda Fong	06/26/2008 06:15 PM	APRV
5	Court Administrator	Angela Garcia	06/27/2008 10:17 AM	APRV

Form Started By: Ramon Vela — Started On: 06/25/2008 09:55 AM

Final Approval Date: 06/27/2008

COUNTY of HIDALGO

Women, Infants and
Children Nutrition Program
3105 W. University Dr.
Edinburg, Texas 78539
(956) 381-4646
(956) 380-4056 Fax

To: Mr. Ramon Vela, Assistant Purchasing Agent
Hidalgo County Purchasing Department

From: Norma L. Longoria, WIC Director
Hidalgo County WIC Program

Date: June 25, 2008

Re: Increase Limit on Fuel Cards

Due to the increase on fuel I would like an increase on the following:
Increase of $2000..00 for the 2003 Ford Motor Home Vin #FCB535530A5407 with a 4 gas-up per day ($310.00)

Increase of $2000.00 for the Diesel Vans $200.00 with a gas up of 4 per day per vehicle.

- 2001 Ford E-350 Vin # 1FTSE34F71HA54442 LP#796-928
- 2001 Ford E-350 Vin# 1FTSE34F71HA54441 LP#796-927

RECEIVED
JUN 25 2008
By 1121 Am Lora

AI-9892 **20.B.1.**

Renovations to Anzaldua's Park Fishing & Boating Pier
CC REGULAR

Date: 07/01/2008
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Presentation, discussion, consideration and approval to award the proposal received from Herrera and Hunt, Inc. meeting all specifications and/or requirements (through Hidalgo County's membership/participation with state, cooperative purchasing programs and/or interlocal awarded jocs or construction service vendors) for the provision of labor, material and related accessories, including , but not limited to, Renovations to Anzaldua's Park Fishing & Boating Pier, in an amount not to exceed $219,307.00.(Bid No.2008-119)

BACKGROUND

As per recommendations of Alcoser Garcia Associates Design Consulting and Precinct #3 renovations to proposed Anzaldua's Park will include but not limited to new wood pier, boardwalk with ramps, stairs, boat dock at boat ramp area among other areas of improvement as per plans and specifications provided by AGADC.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1287-452-00-123-043-9-739
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds available for proposed project #2008119 in the amount of $200,537.79 as of 06/26/08

FISCAL YEAR: 2008 **ACCT. #:** 8-1287-452-00-123-043-9-609
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$20,000.00 Available as of 06/26/08

Attachments

Link: Pct. 3 quote
Link: 08-119

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Purchasing Department	Marty Salazar	06/25/2008 11:08 PM	APRV
2	Budget & Management	Veronica Lopez	06/26/2008 07:49 AM	APRV
3	Erika Reyna	Erika Reyna	06/26/2008 09:16 AM	APRV
4	Auditor's Office	Linda Fong	06/27/2008 10:02 AM	APRV
5	Moises Salazar	Moises Salazar	06/26/2008 04:32 PM	NEW

Form Started By: Oscar Garza Started On: 06/25/2008 09:19 AM

Final Approval Date: 06/27/2008

724 N. Breyfogle Rd. Mission, TX 78572
(956) 205-7000
Fax (956) 205-7009

Hidalgo County Precinct #3

Fax

To:	Moises Salazar, Buyer Hidalgo County Purchasing Dept.	**From:**	Norma Ceballos Hidalgo County Precinct #3
Fax:	(956)318-2629	**Pages:**	2
Phone:		**Date:**	June 25, 2008
Re:	Anzaldua's Park Fishing Pier & Boat Ramp Project	**CC:**	

☐ **Urgent** ☑ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

Cost Proposal from Herrera & Hunt for Anzaldua's Park Fishing Pier & Boat Ramp Project.

Please prepare agenda item for recommendation of project on the next commissioner court meeting.

HERRERA & HUNT, INC.

Job Order Contracting Specialists

REQUEST FOR PROPOSALS
Hidalgo County
Edinburg, TX

Precinct No. 3

"Anzaldua's Park Fishing Pier & Boat Ramp Renovation."

RFP NO: 08-119-04-14-OGG
Job Order Contractor (JOC) proposals.

Attention: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address 2802 So. Bus. Hwy. 281
Edinburg, Texas 78539

SCOPE OF WORK AS PROVIDED BY:
ALCOSER GARCIA AND ASSOCIATES DESIGN CONULTANTS

To construct a new wood fishing pier, boardwalk with ramps and stairs, and a boat dock at the boat ramp as per the plans and specifications by AGADC Designs Consultants dated 03-04-08. Also to include the removal of wood shingles at canopy, repairs as required to structure and the installation of new metal roofing. Includes painting the steel canopy structure.

Maintain a safe, clean and orderly site at all times.

Total proposal for the above work: Two Hundred Nineteen Thousand Three Hundred and Sevens Dollars ($219,307.00)

RS Means National Average		$ 295,298.00
City of McAllen Cost Indexed Applied	.768	$ 226,789.00
Choice Facility Partners Bid Coefficient Applied	.870	$ 197,307.00
Add Allowance for Betterment Fund		$ 7,000.00
Add Allowance for Landscaping		$ 5,000.00
Add Allowance for Solar Lighting		$ 10,000.00
Herrera & Hunt Inc. Lump Sum Proposal		$ 219,307.00

Herrera & Hunt Inc.

Keith F Hunt, PGM
Herrera & Hunt Inc

Alcocer Garcia Associates
Design Consulting
1333 E. Jamine Ave.
McAllen, Texas 78501
Off. 956-618-2007
Fax. 956-618-2008

FAX

Date: 6 - 24 - 08

To: Hidalgo County Purchasing Dept.

Fax: 318-2629

Attn: **Oscar Garza**

From: George Garcia, Project Architect

Re: Fishing Pier, Boat Ramp & Site Improvements

Number of pages including cover: 4

Message: Attached are copies of the Herrera & Hunt proposal for the remaining work to be done at the referenced project and AGADC letter to Commissioner Flores. Please provide copies to Martha Salazar. Thank you.

HERRERA & HUNT, INC.

Job Order Contracting Specialists

FAX

REQUEST FOR PROPOSALS
Hidalgo County
Edinburg, TX

Precinct No. 3
"Anzaldua's Park Fishing Pier & Boat Ramp Renovation."
RFP NO: 08-119-04-14-OGG
Job Order Contractor (JOC) proposals.

ALCOSER GARCIA AND ASSOCIATES DESIGN CONULTANTS
Attention: George Garcia AIA
C/O
Hidalgo County
Physical Address 2802 So. Bus. Hwy. 281
Edinburg, Texas 78539

Please find attached the cover letter for our JOC Proposal for the above referenced project.

Please let me know if there is anything further we may do for you in regards to this proposal.

Thank You Sincerely

Herrera & Hunt Inc.

Keith F Hunt, PGM
Herrera & Hunt Inc.

HERRERA & HUNT, INC.

Job Order Contracting Specialists

REQUEST FOR PROPOSALS
Hidalgo County
Edinburg, TX

Precinct No. 3

"Anzaldua's Park Fishing Pier & Boat Ramp Renovation."

RFP NO: 08-119-04-14-OGG
Job Order Contractor (JOC) proposals.

Attention: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address 2802 So. Bus. Hwy. 281
Edinburg, Texas 78539

SCOPE OF WORK AS PROVIDED BY:
ALCOSER GARCIA AND ASSOCIATES DESIGN CONULTANTS

To construct a new wood fishing pier, boardwalk with ramps and stairs, and a boat dock at the boat ramp as per the plans and specifications by AGADC Designs Consultants dated 03-04-08. Also to include the removal of wood shingles at canopy, repairs as required to structure and the installation of new metal roofing. Includes painting the steel canopy structure.

Maintain a safe, clean and orderly site at all times.

Total proposal for the above work: Two Hundred Nineteen Thousand Three Hundred and Sevens Dollars ($219,307.00)

RS Means National Average		**$ 295,298.00**
City of McAllen Cost Indexed Applied	**.768**	**$ 226,789.00**
Choice Facility Partners Bid Coefficient Applied	**.870**	**$ 197,307.00**
Add Allowance for Betterment Fund		**$ 7,000.00**
Add Allowance for Landscaping		**$ 5,000.00**
Add Allowance for Solar Lighting		**$ 10,000.00**
Herrera & Hunt Inc. Lump Sum Proposal		**$ 219,307.00**

Herrera & Hunt Inc.

Keith F Hunt, PGM
Herrera & Hunt Inc.

AGADC
ALCÓCERGARCÍAASSOCIATES
DESIGN CONSULTING

June 24, 2008

Hon. Commissioner Joe M. Flores
c/o Mona Parras, Chief Administrator
Hidalgo County Precinct No. 3
724 N. Breyfogle Rd.
Mission, TX 78574

Re: Fishing Pier, Boat Ramp, and Site Improvements,
Precinct 3 Anzalduas Park, Hidalgo County, TX
Contractor: Herrera & Hunt, Inc.

Dear Commissioner Flores,

Attached is the contractor's proposal for the remaining part of the project. The scope of work includes re-building the fishing pier, adding a walking deck and a loading dock deck at the boat ramp, security lighting, landscaping and repairs to the existing shade structure. The proposal is based on our final plans.

The contractor's proposal amount is $ 219,307.00. This includes a Landscaping Allowance of $ 5,000.00 plus a Betterment Allowance of $ 7,000.00 which can be used for new signs and other types of improvements.

The contractor's proposal is within the Construction Budget amount, therefore, we recommend that the proposal be accepted at the earliest date possible. Please let us know if we can provide any further information at this time. Thank you.

Sincerely,

George A. Garcia,
Project Architect

cc: Martha Salazar, Hid Co. Purchasing Dept.
Oscar Garza, Hid Co. Purchasing Dept.
Paul Vazaldua, Vazaldua & Assoc.

AI-9943 **20.B.2.**

Pct 3- WA# 5-Javier Hinojosa Engineering-C-08-112-03-25
CC REGULAR

Date: 07/01/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 5 (with a proposed fee of $10,204.95) with Javier Hinojosa Engineering to provide engineering services to Hidalgo County Precinct No. 3 in connection with Contract No. C-08-112-03-25 for a "Paving Improvements of Lucky "I" Street from Moorefield Road East Approximately 1,380 Ft.".

BACKGROUND

Work Authorization No. 5

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1203-431-00-123-005-0-731
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 06/27/08 $ 238,198.18.

Attachments

Link: WA#5

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/27/2008 08:06 AM	APRV
2	Budget & Management	Veronica Lopez	06/27/2008 08:13 AM	APRV
3	Erika Reyna	Erika Reyna	06/27/2008 08:52 AM	APRV
4	Auditor's Office	Linda Fong	06/27/2008 10:04 AM	APRV
5	Court Administrator	Angela Garcia	06/27/2008 10:18 AM	APRV
Form Started By: Letty Saenz			Started On: 06/26/2008 11:10 AM	
Final Approval Date: 06/27/2008				

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-112-03-25
Work Authorization Form

WORK AUTHORIZATION NO. 5

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **JAVIER HINOJOSA ENGINEERING** professional engineers of **MCALLEN**, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Engineering Services required for the preparation of the plans, specifications and construction staking for the paving improvements of Lucky "I" Street from Moorefield Road east approximately 1,380 feet.**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$10,204.95**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. 5 shall be funded through funding source:
Account No. B-1203-431-00-123-0520-731
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or _____.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No.3 Commissioner **Joe M. Flores** as to content and detail of this Work Authorization No. 5.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO.3:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of_____, 2008.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING

_____
By: Javier Hinojosa, P.E, Owner

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D Salinas III, County Judge
or Presiding Officer

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT "D"
Preliminary Construction Cost Estimate
Hidalgo County Precinct No. 3 Paving Improvements
Lucky "I" Street
Prepared By: Javier Hinojosa Engineering
June 25, 2008

A. Lucky "I" Street (1,380 LF - 24' E/E)

1 Unc. Excavation	2,200	CY	@	$3.00	=	$6,600.00
2 Subgrade Preparation	4,600	SY	@	$2.50	=	$11,500.00
3 8" Caliche Base	4,600	SY	@	$7.00	=	$32,200.00
4 1 1/2" HMAC (Type "D")	4,000	SY	@	$7.50	=	$30,000.00
5 15" Driveway Culverts	300	LF	@	$20.00	=	$6,000.00
6 18" RCP Culverts	70	LF	@	$25.00	=	$1,750.00
7 Regrade Bar Ditches	2,760	LF	@	$1.50	=	$4,140.00
8 Safety End Treatments	2	EA	@	$300.00	=	$600.00
9 Asphalt Driveways	11	EA	@	$400.00	=	$4,400.00

Subtotal	:	**$97,190.00**
Engineering Design Fee	:	**$10,204.95**
Contingency (10%)	:	**$9,719.00**
Laboratory Testing	:	**$3,400.00**
Total	:	**$120,513.95**

724 N. Breyfogle Rd. Mission, TX 78572
(956) 205-7000
Fax (956) 205-7009

Hidalgo County Precinct #3

Fax

To: Leticia Saenz, Hidalgo County Purchasing Dept.

From: Norma Ceballos, Hidalgo County Precinct #3

Fax: (956)318-2629

Pages: 4

Phone:

Date: June 25, 2008

Re: Work Auth. # 5

CC:

For CC approval

☐ **Urgent** ☑ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

AI-9895 **20.C.1.**

Requesting for Payment Invoice 12 from VA Architecture for Precinct 4 New Building

CC REGULAR

Date: 07/01/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

Approval of Request for Payment No. 12 (Final) in the amount of $546.46, from V-A Architecture, contracted architect for "New Offices for Hidalgo County Pct. 4." C-07-033-04-17

BACKGROUND

PO# 583868 C-07-033-04-17

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1301-419-40-124-034-0-720
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

PO 583868 has available $1,381.52 as of 6/26/08. Funds available as of 6/26/08

Attachments

Link: Invoice 12

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/25/2008 12:27 PM	APRV
2	Budget & Management	Veronica Lopez	06/25/2008 01:46 PM	APRV
3	Manuel Chapa	Manuel Chapa	06/27/2008 02:37 PM	APRV
4	Auditor's Office		06/27/2008 05:24 PM	NEW
Form Started By: Rocio Villarreal			Started On: 06/25/2008 10:01 AM	
Final Approval Date: 06/27/2008				

V·A Architecture

REQUEST FOR PAYMENT NO: Twelve

Project Name: New Offices for Hidalgo County Pct. #4, Edinburg, Texas — No. 07-1002

Architetural Firm: V-A Architecture — **PO #583868**

Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

Project Contract Amount		**$ 719,000.00**	**Arch % Rate:**	**6.5%**	**Amt.**	$46,735.00
			Minus Alternate No. 1 Construction Administration Phase Fee 1			*($416.00)*
			Minus CO #1-2 Construction Administration Phase Fee 2			*($729.40)*
					Maximum Contract Amount	**$45,589.60**

Scope of Services		**Estimated Budget**	**% Completed To Date**	**Total Due**	**Less Prev. Payments**	**Amount Due This Request**
Schematic Design A/E Fee	15%	$ 7,010.25	100%	$ 7,010.25	7,010.25	$ 0.00
Design Development A/E Fee	20%	$ 9,347.00	100%	$ 9,347.00	9,347.00	$ 0.00
Constr. Doc. Phase A/E Fee	40%	$ 18,694.00	100%	$ 18,694.00	18,694.00	$ 0.00
Bidding Phase A/E Fee	5%	$ 2,336.75	100%	$ 2,336.75	2,336.75	$ 0.00
Orig. Construction Adm. A/E Fee: 20%		*$ 9,347.00*				
Minus Deductions to Constr. Adm. Fee		*$ (1,145.40)*				
New Construction Administration Fee		$ 8,201.60	100%	$ 8,201.60	7,655.14	$ 546.46
Reimbursables		$ 0.00	0%	$ 0.00	$ 0.00	$ 0.00
TOTALS		$ 45,589.60		$ 45,589.60	$ 45,043.14	$ 546.46
					Total Amount This Request	**$ 546.46**

I certify that the above is true and correct to the best of my knowledge.

VA Architecture — June 11, 2008

Architect — Date

Reynaldo Vargas, A.I.A.

[1] Alternate No. 1: Emergency Generator with Automatic Transfer Switch in the amount of $32,000 was designed but not awarded. Therefore, $32,000.00 x 6.5% (A/E Rate) x 20% (Construction Adm. Phase Only) which equals, ($416.00), is being deleted from the Construction Administration Fee.

[2] Change Order #1 and Change Order #2 ($56,100.00) were deductions from contract x 6.5% (A/E Rate) x 20% (Construction Adm. Phase Only) which equals, ($729.40), is being deleted from the Construction Administration Fee.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

V·A Architecture

June 16, 2008

Oscar L. Garza, Commissioner
Hidalgo County Pct. 4
1104 N. Doolittle Rd.
Edinburg, Texas 78541

RE: **Construction of New Offices for Hidalgo County Pct. 4**
Request for Payment #12

Commissioner Garza:

Enclosed please find four sets of the following:

1. Document B, Review and Approval by Hidalgo County Precinct 4 of Architect's Request for Payment #12, for your signature
2. **Revised Architect's Request for Payment #12 in the amount of $546.46**

Please return three sets to our office, so that we may forward to the appropriate parties.

Your prompt attention to this request is greatly appreciated.

Sincerely,

Reynaldo Vargas, A.I.A.
RV:sic
07-1002\INV LTRS\12-061608

RECEIVED BY: Gloria A. Beltran TIME: 6/17/08

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

V·A Architecture

FAX TRANSMISSION COVER SHEET

DATE:	June 25, 2008	**TIME:**	8:34 am
TO:	Rocío Villarreal	**FAX #:**	318-2629
		FROM:	Sonia
FIRM:	Hidalgo County Purchasing Dept.	**V·A JOB #:**	07-1002
PROJECT:	Construction of New Offices for Hidalgo County Pct. 4 Edinburg, Texas		

REMARKS:

Please place attached invoice on the agenda for Commissioner's Court on July 1, 2008.

TOTAL # OF PAGES (INCLUDING THIS COVER SHEET): 3

PLEASE CONFIRM RECEIPT OF THIS FAX BY CALLING (956) 631-2242 AS SOON AS POSSIBLE.

IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL IMMEDIATELY.

FAX OPERATOR: Sonia

Cc:

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242
(956) 686-7916 Fax

AI-9904 **20.C.2.**

Interlocal Agreement
CC REGULAR

Date: 07/01/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

Presentation for discussion, consideration, and acceptance of an "Interlocal Agreement" between Hidalgo County Precinct No. 4 and Hidalgo County Drainage District No.1 for the provision of "Pit Run Caliche".

BACKGROUND

Hidalgo County Drainage District No.1 desires to receive certain amounts of "Pit Run Caliche" from HidalgoCounty Precinct No.4, for use on public projects. Hidalgo County Precinct No. 4 desires to assist Hidalgo County Drainage District No.1 by making the "Pit Run Caliche" available to Hidalgo County Drainage District No. 1, which in turn will reimburse Hidalgo County Precinct No. 4 for all costs associated with the "Pit Run Caliche".

County shall provide pit run caliche on an as-needed basis.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** Auditors will create one
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No Budgetary Impact. Hidalgo County Drainage District# 1 will reimburse Hidalgo County Precinct#4 for all costs associated with the "Pit Run Caliche". Per auditors' office, there is no account set up yet. Auditors' office will create a Receivable account to keep track of Interlocal activity.

Attachments

Link: Interlocal Agreement

Link: Extension Letter and Original Contract For Pit Run Caliche

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/25/2008 02:19 PM	APRV

2	Budget & Management	Veronica Lopez	06/25/2008 02:35 PM	APRV
3	Manuel Chapa	Manuel Chapa	06/26/2008 03:21 PM	APRV
4	Auditor's Office		06/27/2008 05:24 PM	NEW

Form Started By: Vangie Garcia

Started On: 06/25/2008 01:39 PM

Final Approval Date: 06/27/2008

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY AND
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

THIS Agreement is made on this the _____ day of _____, 2008 by and between HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, hereinafter referred to as "Drainage District" and HIDALGO COUNTY hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

W I T N E S S E T H:

WHEREAS, Drainage District, pursuant to its statutory authority, is responsible for proper drainage in Hidalgo County;

WHEREAS, County is a county created under the laws of Texas;

WHEREAS, County through Precinct No. 4, in accordance with State Purchasing laws, has procure with a third party vendor, for the provision of pit run caliche and the delivery of pit run caliche for certain County projects;

WHEREAS, the Drainage District desires to receive certain amounts of pit run caliche from County Precinct No. 4 for its own use on public projects and County desires to assist the Drainage District by making the pit run caliche available to Drainage District;

WHEREAS, the Drainage District desires to reimburse County for all costs associated with the pit run caliche;

NOW, THEREFORE, Drainage District and County, through Precinct No. 4, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County shall provide pit run caliche on an as-needed basis to Drainage District so long as County does not incur any additional costs in doing so from its third party vendor or any other party.

2. Drainage District shall reimburse County Precinct No. 4 any and all costs associated with the pit run pit run caliche within thirty (30) days of receipt of an invoice from the County by the Drainage District.

3. This Agreement shall remain in effect so long as the County, through Precinct No. 4, maintains an agreement with its third party vendor for pit run caliche. Precinct No. 4 is under no obligation to secure another third party vendor for pit run caliche should its current relationship with its third party vendor cease nor is the County obligated to enter into another agreement with any other third party vendor for the provision of pit run caliche in order to fulfill the Drainage District's pit run caliche needs.

4. The Drainage District may at any time give County Precinct No. 4 written notice that it no longer desires to receive pit run caliche from Precinct No. 4, in which case this Agreement shall terminate.

5. **Conflict of Applicable Law**. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the later shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

6. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

8. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903.

9. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF

TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to Drainage District:	Hidalgo County Drainage District No. 1 Attention: Godfrey Garza, Jr. 902 Doolittle Road Edinburg, Texas 78541
If to Hidalgo County:	Hidalgo County Attention: J.D. Salinas III, County Judge P.O. Box 758 Edinburg, Texas 78540-0758

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

11. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

12. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

13. **Assignment.** This Agreement shall not be assignable.

14. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

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

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

17. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: _____
Godfrey Garza, Jr.

HIDALGO COUNTY

By: _____
J.D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

PURCHASING DEPARTMENT
County Of Hidalgo

November 1, 2007

E-07-441-11-06

Roy Balderas Sr., Owner
ROY'S HAULING SERVICES
P. O. Box 1896
Edinburg, Texas 78540

Via Fax (956) 383-2569

Re: ***Extension of Contract No. C-06-268-11-07 - "PIT RUN CALICHE"- Hidalgo County Sheriff's Office***

Dear Mr. Balderas:

Please be advised that Hidalgo County will be requesting permission by the Hidalgo County Commissioners' Court at the regular meeting on, Tuesday, November 6, 2007 to exercise the option to ***extend*** contract for **an additional one (1) year term (as stated in the current contract).** Commencement date (if approved) effective as of November 18, 2007 under the same rates, terms and conditions.

Please acknowledge receipt of notice of intent to extend contract of same by signing below and returning to the Purchasing Department by ***no later*** than, Friday, November 2, 2007, 12:00 p.m., Via Facsimile to (956) 956-318-2629, Attn: Leticia Saenz, CPPB/Contracts Manager or e-mail to address leticia.saenz@co.hidalgo.tx.us

✓ Yes, I hereby agree to extend the (1) one year extension of the contract under the same rates, terms, and conditions as specified on current agreement.

Comments (If any):

Roy Balderas, Sr., President

By: Roy Balderas Date: 11/01/07

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626 ext. 4861. Your cooperation in this matter is greatly appreciated and we hope your company will continue its business relationship with the County of Hidalgo.

Sincerely,

Leticia H. Saenz, CPPB
Hidalgo County Contracts Manager

xc: File

REQUIREMENTS AGREEMENT
C-06-268-11-07

THIS AGREEMENT (the "Agreement") is entered into effective as of **November 17, 2006** by and between, **ROY'S HAULING SERVICES, INC., a TEXAS CORPORATION,** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"PIT RUN CALICHE"**[commodity], as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year with the County's option to renew one (1) additional year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"PIT RUN CALICHE"** in the areas of **HIDALGO COUNTY PRECINCT NO. 4** projects for a period of one year from **NOVEMBER 17, 2006 to NOVEMBER 17, 2007** with the County's option to renew one (1) additional year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in

such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer:

Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:

Roy's Hauling Services
Attn: Roy Balderas, Sr, Owner
PO Box 1896
Edinburg, Texas 78540

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Termination:** This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

l.. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other

advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, NOVEMBER 07. 2006.

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Eddy Trevino, County Clerk

Roy's Hauling Services

By:_____

Printed Name: Roy Ballows Sr

Title: Vice Pres.

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY PRECINCT No. 4
"PIT RUN CALICHE"
BID NO. 2006-268-11-01-MSS
SPECIFICATIONS

1. Pit Run caliche base should conform to Texas Department of Transportation (TxDot), Standard Specifications for Construction of Highways, Streets and Bridges, 1995, Item 247, Type D material. The Physical and engineering properties of the material should meet the following requirements:

   THE MAXIMUM SIZE AGGREGATE ALLOWED IN THE BASE MATERIAL SHALL BE 2 INCH AS DETERMINED BY GRADATION ANALYSIS USING SQUARE SIEVES.

   ATTERBERG LIMITS
   MAXIMUM LIQUID LIMIT.....40
   MAXIMUM PLASTICITY INDEX.....12

2. It is intended that the amount of "PIT RUN CALICHE BASE" needed by Hidalgo County Precinct No. 4 will be purchased on an as needed basis. It shall be agreed & understood that Hidalgo County Precinct No. 4 will purchase no more material than is needed.

3. The contract will be in effect for a period of (1) one year from bid award date with the County's option to extend for an additional year under the same price, terms, and conditions. Prices must remain firm during the contract period.
   Hidalgo County reserves the right to continue this bid for an additional (60) sixty day "Grace Period" at the end of the contract term due to unforeseen delay of award for next contract term.

4. Bid price shall be per ton.

5. **Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, including compliance to bid specifications.** Location is an important factor in evaluation of the bids, due to transportation costs which must be taken into consideration if material is picked up at the plant site. Hidalgo County Precinct No. 4 reserves the right to hold the bids received for a period of (90) ninety days without taking action hereon.

6. Hidalgo County reserves the right to award to one or more bidder(s) whichever is in the best interest of the County.

7. The contract shall remain in effect until contract expires, delivery /completion of services ordered or terminated by either party with a (30) thirty day written notice prior to any cancellation. The successful bidder(s) must state therein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

8. Insurance Certificates as per "Exhibit C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

9. When requested, samples shall be furnished free of expense to Hidalgo County.

10. Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.

11. Continuing non-performance of the bidder in terms of specifications shall be basis for the terminator of the contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.

12. In the event the material furnished does not meet all the above requirements (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

13. **Awarded Bidder shall have at the Bidder's Pit Location (s) (On Site) an electronic or manual scale with a Minimum of 70 Ft. in length.**

14. It is expressly understood and agreed that in case Hidalgo County should need "Pit Run Caliche Base" not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

15. Further information regarding this project can be addressed to Mr. Juan Manuel Carranza / Chief Administrator, Hidalgo County Precinct No. 4 through the Hidalgo County Purchasing Department through Moises Salazar, buyer. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of

qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, at 100 East Cano, 4th Floor, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

16. All written inquiries will be accepted via facsimile no later than, Thursday, October 26, 2006 at 5:00 P.M.. at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than 5:00 P.M., Friday, October 27, 2006.

EXHIBIT "B"
PAYMENT SCHEDULE

EXHIBIT "B"

HIDALGO COUNTY PRECINCT #4
"PIT RUN CALICHE"
BID NO. 2006-268-11-01-MSS

BID PAGE

BID PRICE PER TON: $ 1.75

LOCATION OF PIT(S): BIG FIVE PIT-4 Miles N. of FM 1925 on Big Five Road
SAN MANUEL PIT-3 Miles W. of US 281 on FM 1017 to FM 3250, then 1 Mile S. on FM 3250, pit located on W. side.

BIDDER/COMPANY NAME: ROY'S HAULING SERVICE

ADDRESS: P.O. BOX 1896

CITY/STATE/ZIP CODE: EDINBURG, TEXAS 78540

PHONE & FAX NO.'S: PH(956)383-2206 FAX(956)383-2569

CELLULAR & BEEPER NO.'S:

AUTHORIZED SIGNATURE: Roy Balderas Sr

PRINTED NAME: ROY BALDERAS SR.

TITLE: OWNER

EXHIBIT "C"
INSURANCE
REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/29/07

PRODUCER
Hilb Rogal & Hobbs
(956)682-9423 FAX(956)687-1286
1400 N McColl Rd Suite 105
McAllen, TX 78501

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Roy's Hauling Service
P O Box 1896
Edinburg, TX 78540

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A. USF Insurance Company	25887
INSURER B.	
INSURER C.	
INSURER D:	
INSURER E.	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	LGBGL55082R1	10/27/07	10/27/08	EACH OCCURRENCE	$1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$5,000
		X BI/PD				PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$Included
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER is listed as an ADDITIONAL INSURED but only with respects to the named insured's business operations.

CERTIFICATE HOLDER

Hidalgo County
100 E Cano 4th Floor
Edinburg, Texas 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Brian E Lewis

© ACORD CORPORATION 1988

Client#: 9117 ROYSHAU

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER

VALMOR INSURANCE AGENCY
1303 N. 10th STREET, STE 1
McALLEN, TEXAS 78501

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: UNITRIN CO. MUTUAL INS.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED

ROY'S HAULING SERVICE
P.O. BOX 1896
EDINBURG, TEXAS 78540

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$
A		AUTOMOBILE LIABILITY					
		ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
	X	ALL OWNED AUTOS	FCNCCV2300075	08/16/07	08/16/08	BODILY INJURY (Per person)	$
	X	SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
	X	HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$
	X	NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

1995 MACK #4810, 1999 MACK #1180, 2000 MACK #1349, 1998 INTL #4857,
1999 INTL #6851, 2000 INTL #7950, 2000 INTL #7946, 2001 STERLING #6157
2001 STERLING #8205, 2000 PETERBILT #3173, 2000 PETERBILT #3178,
1991 INTL #9129 , 1991 INTL #0983

CERTIFICATE HOLDER

COUNTY OF HIDALGO
100 E. CANO
EDINBURG, TEXAS 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Marilyn Dimmitt

© ACORD CORPORATION 198

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/30/07

PRODUCER
Hilb Rogal & Hobbs
(956)682-9423 FAX(956)687-1286
1400 N McColl Rd Suite 105
McAllen, TX 78501

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Roy's Hauling Service
P O Box 1896
Edinburg, TX 78540

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: USF Insurance Company	25887
INSURER B: Texas Mutual Insurance Company	22945
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	LGBGL55082	10/27/06	10/27/07	EACH OCCURRENCE	$1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$5,000
		X BI/PD				PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		[ ] POLICY [ ] PRO-JECT [ ] LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		[ ] ANY AUTO					
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS					
		[ ] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[ ] NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF0001155668	03/31/07	03/31/08	[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$500,000
						E.L. DISEASE - POLICY LIMIT	$500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER is listed as an ADDITIONAL INSURED but only with respects to the named insured's business operations.

CERTIFICATE HOLDER

Hidalgo County
100 E. Cano, 4th Floor
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Brian C Lewis

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AI-6365 **14.D.2.**

Pct. 4-Extension-Roy's Hauling Services-Pit Run Caliche-C-06-268-11-07
CC REGULAR

Date: 11/06/2007
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

Requesting authority to exercise the additional One (1) Year option to extend as provided in the current contract for "Pitrun Caliche" for Hidalgo County Precinct No. 4, under the same rates, terms and conditions with ROY'S HAULING SERVICES. Effective: 11/18/07 - 11/17/08

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1204-431-00-124-007-0-673
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance is $32,874.18 as of 11/2/07.

FISCAL YEAR: 2007 **ACCT. #:** 7-1204-431-00-124-007-0-731
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance is $98,694.86 as of 11/1/07.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Letty Saenz	10/31/2007 03:52 PM	CREATED
1	Purchasing Department			NEW
2	Budget & Management	Dina Trevino	11/01/2007 04:16 PM	APRV
3	Dale Kennan	Dale Kennan	11/02/2007 07:10 AM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Letty Saenz Started On: 10/31/2007 03:52 PM

AI-9914 **20.C.3.**

Pct. 4-Invoice #s 08M48-1 thru 08M48-12-Millenium Engineers Group-C-07-265-10-15

CC REGULAR

Date: 07/01/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice Nos. 08M48-1 thru 08M48-12 in the total amount of $ 3,320.62 submitted by Millennium Engineers Group, Inc. with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection with contract # C-07-265-10-15 and Work Authorization No. 2, (PO # 601156) for: "Construction Material Testing" for Paved/Un-Paved, Lateral and C.I.P Projects" within Hidalgo County Pct. 4.

BACKGROUND

PO# 601156

Invoice	Amount
08M48-1	571.38
08M48-2F	248.50
08M48-3	258.31
08M48-4	278.50
08M48-5	76.00
08M48-7	278.31
08M48-8	158.31
08M48-9	258.31
08M48-10	258.31
08M48-11	696.38
08M48-12	238.31

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1301-419-40-124-034-0-739
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO# 601156 total $4,714.44. Funding available as of 6-26-08.

Attachments

Link: Invoice #s 08M48-1 thru 08M48-12-MEG

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/25/2008 04:14 PM	APRV
2	Budget & Management	Veronica Lopez	06/25/2008 04:27 PM	APRV
3	Manuel Chapa	Manuel Chapa	06/26/2008 04:19 PM	APRV
4	Auditor's Office		06/27/2008 05:24 PM	NEW

Form Started By: Letty Saenz Started On: 06/25/2008 02:46 PM

Final Approval Date: 06/27/2008

COUNTY of HIDALGO

OSCAR L. GARZA, JR.
1102 N. DOOLITTLE RD.
EDINBURG, TEXAS 78541
OFFICE: (956) 383-3112
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. NO. 4

MEMO

DATE: JUNE 24, 2008
TO: HIDALGO COUNTY PURCHASING DEPARTMENT
C/O LETICIA (LETTY) SAENZ, CPPB CONTRACTS MANAGER
FROM: HIDALGO COUNTY PRECINCT #4
REF: MILLENNIUM ENG., GROUP, INC. INVOICES
ACCT. #: 8-1301-419-40-124-034-0-739
P.O.#: 601156

HIDALGO COUNTY PCT. #4 IS HEREBY REQUESTING THAT YOUR DEPARTMENT PLEASE PLACE THE FOLLOWING INVOICE'S:

#08M48-1	IN THE AMOUNT OF	**$ 571.38,**
#08M48-2F	IN THE AMOUNT OF	**$ 248.50,**
#08M48-3	IN THE AMOUNT OF	**$ 258.31,**
#08M48-4	IN THE AMOUNT OF	**$ 278.50,**
#08M48-5	IN THE AMOUNT OF	**$ 76.00,**
#08M48-7	IN THE AMOUNT OF	**$ 278.31,**
#08M48-8	IN THE AMOUNT OF	**$ 158.31,**
#08M48-9	IN THE AMOUNT OF	**$ 258.31,**
#08M48-10	IN THE AMOUNT OF	**$ 258.31,**
#08M48-11	IN THE AMOUNT OF	**$ 696.38,**
#08M48-12	IN THE AMOUNT OF	**$ 238.31,**
	FOR A TOTAL OF:	**$3,320.62**

FROM **MILLENNIUM ENGINEERS GROUP, INC.** ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT MY OFFICE, THANK YOU.

CC: COUNTY FILES
ATTACHMENT: MILLENNIUM ENG., GRP., INC., INVS.
P.O. 601156

Purchase Order

COUNTY OF HIDALGO

PO#: 601156

DATE: 03/31/08

VENDOR: 284009 REQ:00128819
FAX (956)383-0295 Email:
Phone:(956)383-8522
MILLENNIUM ENGINEERS GROUP, INC.
P.O. BOX 4569
EDINBURG TX 78540-4569
Vendor Acct:

BUYER:
SHIP TO: HIDALGO CO. PCT 4
1102 N. DOOLITTLE RD.
EDINBURG TX 78539
CONTACT:
SITE: HIDALGO CO. PCT 4

Special Instructions: PCT. REQ. #0379
Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED.CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		C-07-265-10-15 EXP UPON COMPLETION		
1	LOT	GEOTECHNICAL ENGINEERING SERVICES AND CONSTRUCTION MATERIALS TESTING SERVICES FOR THE NEW HIDALGO COUNTY PRECINCT #4 ADMINISTRATION PARKING LOT, WORK AUTHORIZATION #5, CONTRACT #C-07-265-10-15	4,714.44	4,714.44
		APPROVED COMMISSIONERS COURT OF MARCH 25, 2008, AGENDA ITEM #AI-8437		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		4,714.44

****

For Hidalgo County use only

8-1301-419-40-124-034-0-739 4,714.44

Approved 3,320.62

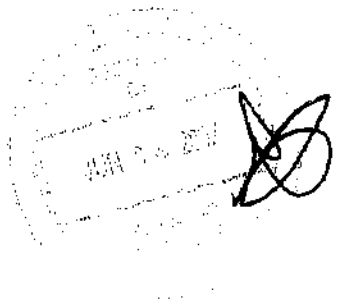
Authorized by: Martha L. Salazar

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
4/9/2008	08M48-1

Bill To
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 78541



Terms	Due Date	Project
Net 30	5/9/2008	08M48-HidalgoCountyPct4ParkingLotPO601156

Description	Qty	Rate	Amount
Atterberg Limits	1	59.00	59.00
Standard Proctor	1	175.00	175.00
Vehicle Trip Charge	1	30.00	30.00
Engr. Technician	3.5	39.25	137.38
Project Management & Coordination	2	65.00	130.00
Clerical/Administrative	1	40.00	40.00

8-1310-419-40-124-034-0-739
Pct. # 0379
Pur. Req. # 128819
P.O. # 601156

Approved By:

INVOICE RECEIVED BY:
Rumaldo Munoz Jr on: 6/4/2008
GOODS/SERVICES RECEIVED BY:
Rumaldo Munoz Jr on: 6/4/2008
Contract #07-265-10-15
Work Authorization #5

We thank you for your prompt payment. Please remit to the above address.

Total	$571.38
Payments/Credits	$0.00
Balance Due	$571.38

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
4/9/2008	08M48-2F

Bill To
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 78541

Terms	Due Date	Project
Net 30	5/9/2008	08M48-HidalgoCountyPct4ParkingLotPO601156

Description	Qty	Rate	Amount
Field Density (Soils)	5	20.00	100.00
Vehicle Trip Charge	1	30.00	30.00
Engr. Technician	2	39.25	78.50
Clerical/Administrative	1	40.00	40.00

8-1310-419-40-124-034-0-739
Pct. # 8379
Pur. Req. # 128819
P.O. # 601156

Approved By:

INVOICE RECEIVED BY:
Reynaldo Munoz Jr on: 6/4/2008
GOODS/SERVICES RECEIVED BY:
Reynaldo Munoz Jr on: 6/4/2008
Contract 607-266-10-15
Work Authorization #8

We thank you for your prompt payment. Please remit to the above address.

Total	$248.50
Payments/Credits	$0.00
Balance Due	$248.50

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Millennium Engineers Group, Inc.

PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
4/9/2008	08M48-3

Bill To
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 78541

Terms	Due Date	Project
Net 30	5/9/2008	08M48-HidalgoCountyPct4ParkingLotPO601156

Description	Qty	Rate	Amount
Field Density (Soils)	5	20.00	100.00
Vehicle Trip Charge	1	30.00	30.00
Engr. Technician	2.25	39.25	88.31
Clerical/Administrative	1	40.00	40.00

8-1310-419-40-124-034-0-739
Pct. # 0379
Pur. Req. # 128819
P.O. # 601156

Approved By:

INVOICE RECEIVED BY:
Rumaldo Munoz Jr on: 6/4/2008
GOODS/SERVICES RECEIVED BY:
Rumaldo Munoz Jr on: 6/4/2008
Contract #07-265-10-15
Work Authorization #5

We thank you for your prompt payment. Please remit to the above address.

Total	$258.31
Payments/Credits	$0.00
Balance Due	$258.31

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Millennium Engineers Group, Inc.

PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
4/9/2008	08M48-4

Bill To
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 78541

Terms	Due Date	Project
Net 30	5/9/2008	08M48-HidalgoCountyPct4ParkingLotPO601156

Description	Qty	Rate	Amount
Vehicle Trip Charge	2	30.00	60.00
Engr. Technician (Concrete)	4.25	42.00	178.50
Clerical/Administrative	1	40.00	40.00

8-1310-419-40-124-034-0-739

Pct. # 0379
Pur. Req. # 128819
P.O. # 601156

Approved By:

INVOICE RECEIVED BY:
Rumaldo Munoz Jr on: 6/4/2008
GOODS/SERVICES RECEIVED BY:
Rumaldo Munoz Jr on: 6/4/2008
Contract #07-285-10-15
Work Authorization #5

We thank you for your prompt payment. Please remit to the above address.

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Total	$278.50
Payments/Credits	$0.00
Balance Due	$278.50

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
4/9/2008	08M48-5

Bill To
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 78541

Terms	Due Date	Project
Net 30	5/9/2008	08M48-HidalgoCountyPct4ParkingLotPO601156

Description	Qty	Rate	Amount
Concrete Specimen (Compression)	1	15.00	15.00
Engr. Technician (Concrete)	0.5	42.00	21.00
Clerical/Administrative	1	40.00	40.00

8-1310-419-40-124-034-0-739
Pct. # 0379
Pur. Req. # 128819
P.O. # 601156

Approved By:

INVOICE RECEIVED BY:
Rumaldo Munoz Jr on: 6/4/2008
GOODS/SERVICES RECEIVED BY:
Rumaldo Munoz Jr on: 6/4/2008
Contract #07-265-10-15
Work Authorization #5

We thank you for your prompt payment. Please remit to the above address.

Total	$76.00
Payments/Credits	$0.00
Balance Due	$76.00

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
4/9/2008	08M48-7

Bill To
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 78541

Terms	Due Date	Project
Net 30	5/9/2008	08M48-HidalgoCountyPct4ParkingLotPO601156

Description	Qty	Rate	Amount
Field Density (Soils)	6	20.00	120.00
Vehicle Trip Charge	1	30.00	30.00
Engr. Technician	2.25	39.25	88.31
Clerical/Administrative	1	40.00	40.00

8-1310-419-40-124-034-0-739
Pct. # **0379**
Pur. Req. # **128819**
P.O. # **601156**

Approved By:

INVOICE RECEIVED BY:
Rumaldo Munoz Jr on: 6/4/2008
GOODS/SERVICES RECEIVED BY:
Rumaldo Munoz Jr on: 6/4/2008
Contract #07-285-10-15
Work Authorization #5

We thank you for your prompt payment. Please remit to the above address.

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Total	$278.31
Payments/Credits	$0.00
Balance Due	$278.31

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
4/9/2008	08M48-8

Bill To
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 78541

Terms	Due Date	Project
Net 30	5/9/2008	08M48-HidalgoCountyPct4ParkingLotPO601156

Description	Qty	Rate	Amount
Vehicle Trip Charge	1	30.00	30.00
Engr. Technician	2.25	39.25	88.31
Clerical/Administrative	1	40.00	40.00

8-1310-419-40-124-034-0-739
Pct. # 0379
Pur. Req. # 128819
P.O. # 601156

Approved By: _____

INVOICE RECEIVED BY:
Rumaldo Munoz Jr on: 6/4/2008
GOODS/SERVICES RECEIVED BY:
Rumaldo Munoz Jr on: 6/4/2008
Contract #07-265-10-15
Work Authorization #6

We thank you for your prompt payment. Please remit to the above address.

Total	$158.31
Payments/Credits	$0.00
Balance Due	$158.31

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
5/6/2008	08M48-9

Bill To
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 78541

Terms	Due Date	Project
Net 30	6/5/2008	08M48-HidalgoCountyPct4ParkingLotPO601156

Description	Qty	Rate	Amount
Field Density (Soils)	5	20.00	100.00
Vehicle Trip Charge	1	30.00	30.00
Engr. Technician	2.25	39.25	88.31
Clerical/Administrative	1	40.00	40.00

8-1310-419-40-124-034-0-739
Pct. # 0379
Pur. Req. # 128819
P.O. # 601156
Approved By:

INVOICE RECEIVED BY:
Rumaldo Munoz Jr on: 6/4/2008
GOODS/SERVICES RECEIVED BY:
Rumaldo Munoz Jr on: 6/4/2008
Contract #07-265-10-15
Work Authorization #5

We thank you for your prompt payment. Please remit to the above address.

Total	$258.31
Payments/Credits	$0.00
Balance Due	$258.31

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
5/6/2008	08M48-10



Bill To
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 78541

Terms	Due Date	Project
Net 30	6/5/2008	08M48-HidalgoCountyPct4ParkingLotPO601156

Description	Qty	Rate	Amount
Field Density (Soils)	5	20.00	100.00
Vehicle Trip Charge	1	30.00	30.00
Engr. Technician	2.25	39.25	88.31
Clerical/Administrative	1	40.00	40.00

8-1310-419-40-124-034-0-739
Pct. # **0379**
Pur. Req. # **128819**
P.O. # **601156**

Approved By:

INVOICE RECEIVED BY:
Rumaldo Munoz Jr on: 6/4/2008
GOODS/SERVICES RECEIVED BY:
Rumaldo Munoz Jr on: 6/4/2008
Contract #07-265-10-15
Work Authorization #5

We thank you for your prompt payment. Please remit to the above address.

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Total	$258.31
Payments/Credits	$0.00
Balance Due	$258.31

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
5/21/2008	08M48-11

Bill To
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 78541

Terms	Due Date	Project
Net 30	6/20/2008	08M48-HidalgoCountyPct4ParkingLotPO601156

Description	Qty	Rate	Amount
Atterberg Limits	1	59.00	59.00
Gradation (Dry)	1	45.00	45.00
Washed Sieve Analysis	1	50.00	50.00
Standard Proctor	1	175.00	175.00
Wet Ball Mill	1	160.00	160.00
Vehicle Trip Charge	1	30.00	30.00
Engr. Technician	3.5	39.25	137.38
Clerical/Administrative	1	40.00	40.00

8-1310-419-40-124-034-0-739
Pct. # 0379
Pur. Req. # 128819
P.O. # 601156

Approved By:

INVOICE RECEIVED BY:
Rumaldo Munoz Jr on: 6/4/2008
GOODS/SERVICES RECEIVED BY:
Rumaldo Munoz Jr on: 6/4/2008
Contract #07-265-10-15
Work Authorization #5

We thank you for your prompt payment. Please remit to the above address.

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Total	$696.38
Payments/Credits	$0.00
Balance Due	$696.38

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
5/21/2008	08M48-12

Bill To
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 78541

Terms	Due Date	Project
Net 30	6/20/2008	08M48-HidalgoCountyPct4ParkingLotPO601156

Description	Qty	Rate	Amount
Field Density (Soils)	4	20.00	80.00
Vehicle Trip Charge	1	30.00	30.00
Engr. Technician	2.25	39.25	88.31
Clerical/Administrative	1	40.00	40.00

8-1310-419-40-124-034-0-739
Pct. # **0379**
Pur. Req. # **126819**
P.O. # **601156**

Approved By:

INVOICE RECEIVED BY:
Rumaldo Munoz Jr on: 6/4/2008
GOODS/SERVICES RECEIVED BY:
Rumaldo Munoz Jr on: 6/4/2008
Contract #07-265-10-15
Work Authorization #5

Total	$238.31
Payments/Credits	$0.00
Balance Due	$238.31

Phone #	Fax #
(956) 383-8522	(956) 383-0295

AI-9937 **20.C.4.**

Pct 4-Inv #6904-QHA-C-07-183A-05-22 and App for Pmt #s2&3(Retainage)and Certifciate of Completion(United Contracting, Inc.)c/oQHA

CC REGULAR

Date: 07/01/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

A. Presentation for discussion, consideration, acceptance, and approval of Final Request for Payment for Invoice No. 6904 in the amount of $ 11,500.00 in connection to Contract No. C-07-0183A-05-22 for Professional Engineering Services for the "Construction of New Offices for Precinct#4" from Quintanilla, Headley & Associates, Inc., contracted engineer (PO# 587512).

B. Presentation for discussion, consideration, acceptance, and approval of request for payment for Invoice No. 2 in the amount of $ 17,932.50 and Invoice No. 3 (Retainage) in the amount of 6,235.00 with Certificate of Construction Completion total amount of $24,167.50 in connection to Contract No. C-07-33G-12-11 for the "Construction of Precinct #4 Office Utilities Improvements" from United Contracting Inc. (PO#598207).

BACKGROUND

A. Inv# 6904 PO# 587512 C-07-0183A-05-22
B. Inv# 2 PO# 598207 C-07-33G-12-11

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1301-419-40-124-034-0-720/739
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

A. PO#587512 available balance $11,500.00 as of 6-27-08. Funding available as of 6-27-08.

FISCAL YEAR: 2008 **ACCT. #:** 8-1301-419-40-124-034-0-739
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

B. Payment#2 for $17,932.50: PO#598207 available balance as of 6/27/08 $19,925.00. Funding available as of 6/27/08.

FISCAL YEAR: 2008 **ACCT. #:** 8-1301-206-00-000-007-0-000

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

BUDGETARY IMPACT:

B. Retainage to be paid $6,235.00. Retainage balance as of 6/27/08 $4,242.50 plus Retainage from Payment# 2 $1,992.50.

Attachments

Link: Inv #2&3Retainage & Cert of Comp

Link: Inv# 6904

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/27/2008 08:06 AM	APRV
2	Budget & Management	Veronica Lopez	06/27/2008 08:13 AM	APRV
3	Manuel Chapa	Manuel Chapa	06/27/2008 01:29 PM	APRV
4	Auditor's Office		06/27/2008 05:24 PM	NEW

Form Started By: Letty Saenz Started On: 06/25/2008 05:41 PM

Final Approval Date: 06/27/2008

COUNTY of HIDALGO
OSCAR L. GARZA, JR.
1102 N. DOOLITTLE RD.
EDINBURG, TEXAS 78541
OFFICE: (956) 383-3112
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. NO. 4

MEMO

DATE: JUNE 24, 2008
TO: HIDALGO COUNTY PURCHASING DEPARTMENT
C/O LETICIA (LETTY) SAENZ, CPPB CONTRACTS MANAGER
FROM: HIDALGO COUNTY PRECINCT #4
REF: INV. #2 & 3/RETAINAGE & CERTIFICATE OF COMPLETION
ACCT. #: 8-1301-419-40-124-034-0-720/739
P.O.#: 598207

HIDALGO COUNTY PCT. #4 IS HEREBY REQUESTING THAT YOUR DEPARTMENT PLEASE PLACE THE FOLLOWING INVOICE **#2** IN THE AMOUNT OF **$17,932.50**, **#3/RETAINAGE** IN THE AMOUNT OF **$6,235.00** AND **CERTIFICATE OF COMPLETION** FROM **UNITED CONTRACTING, INC.** ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT MY OFFICE, THANK YOU.

CC: COUNTY FILES
ATTACHMENT: INV. #2, #3/RETAINAGE AND CERTIFICATE OF COMPLETION
P.O. 598207

UNITED CONTRACTING, INC.

4616 N. Conway
MISSION, TX 78574
Office (956) 519-3246

APPLICATION FOR PAYMENT REQUEST NO. 2nd (Final Utilities)

To: Hidalgo Co. PCT 4
C/O: Quintanilla, Headley, & Ass.
From: United Contracting (Contractor)
Contract: Project: Hidalgo Co. "Construction of Precinct 4 Office Utilities Improvements
Owner Contract No. 598207 Engineer's Project No. 598207
For Work completed through the date of: May 20, 2008
1. Original Contract Amount: $ 62,350.00
2. Net Change Order/Written Amendment (+or-) _____
3. Current Contract Price $ 62,350.00
4. Total Completed & Stored to Date $ 62,350.00
5. Retainage (per agreement):
10 % of Completed Work :$ 6,235.00
0 % of Stored Materials: $_____
Total Retainage $ 0
6. Total Completed plus/minus retained (4+or-5) $ 56,115.00
7. Less Previous Applications of Payment/Credit $ 38,182.50
Retained Due This Application: (6-7) % of Completion $ 17,932.50

Contractor's Certification: The undersigned CONTRACTOR certifies that (1) all previous payments received from OWNER on account of Work done under the contract referred to above have been applied on accounts to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 8 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed and included as required in or covered by this Application for Payment will pass to Owner at time of payment to be free and clear of all Liens, security interests and encumbrances (except such as are covered by a bond acceptable to Owner, indemnifying Owner against any such Liens, security interests or encumbrances): and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective. Warranty issued upon payment received.

Dated 5/28/08

Contractor: United Contracting, Inc.
By: Ramacio Sanchez
United Contracting, Inc.
4616 N. Conway Ave.
Mission, TX 78573-3939

State of Texas
County of Hidalgo
Subscribed and sworn before me this 28th day of May, 2008.
My Commission Expires: April 25, 2012

LISA SANCHEZ
MY COMMISSION EXPIRES
April 25, 2012

Payment for the amount due this application is recommended.
Engineer: Quintanilla, Headley, & Ass.
By:

Signature: Lisa Sanchez

United Contracting, Inc.
4616 N Conway Ave
Mission, TX 78573

INVOICE

Project/Jobsite
Hidalgo Co. "Construction of Precint No.

C/O Engineer
Hidalgo County 2812 S. Business Hwy 281 Edinburg, TX 78539

Utility Payment Request
2nd & Final

Date
6/12/2008

Item	Description	Unit	Est. Qty	Rate	Act. Qty	Amount
	Hidalgo County "Construction of Precinct No. 4 Office- Utilities Improvements"					
	2007-33G-11-07-MSS - P.O. # 598207					
	WATER DISTRIBUTION SYSTEM (N.A.W.S.C.)					
1	8" P.V.C. DR-18	L.F.	340	18.00	340	6,120.00
2	8" Valve and Box	Each	1	1200.00	1	1,200.00
3	Remove Existing Fire Hydrant	Each	1	900.00	1	900.00
4	8" x 6" M.J. Tee	Each	1	350.00	1	350.00
5	6" Valve and Box	Each	1	800.00	1	800.00
6	Fire Hydrant	Each	1	2400.00	1	2,400.00
7	16" P.V.C. Casing	L.F.	35	48.00	35	1,680.00
8	8" x 2" M.J. Tee	Each	1	260.00	1	260.00
9	2" P.V.C. (Sch 40)	L.F.	330	8.00	330	2,640.00
10	2" Valve & Box	Each	1	400.00	1	400.00
11	2" Sectional Control Valve & Box	Each	1	480.00	1	480.00
12	2" M.J. Tee	Each	1	95.00	1	95.00
13	2" M.J. 90 Degree Bend	Each	2	240.00	2	480.00
14	2" M.J. 45 Degree Bend	Each	2	120.00	2	240.00
15	2" Flush Valve	Each	1	850.00	1	850.00
16	Valve Markers	Each	2	60.00	2	120.00
17	2" M.J. Plug	Each	1	80.00	1	80.00
18	2" Sensus Water Meter with Box (To be approved by N.A.W.S.C.)	Each	1	1200.00	1	1,200.00
	SUBTOTAL					20,295.00
	ORIGINAL CONTRACT SUBTOTAL $20,295.00					
	DRAINAGE IMPROVEMENTS					
1	15" R.C.P.	L.F.	140	27.00	140	3,780.00
2	15" R.C.P. Bore & Install	L.F.	10	210.00	10	2,100.00
3	Type "A" Inlet	Each	1	2600.00	1	2,600.00
4	Type "CC" Inlet	Each	1	3100.00	1	3,100.00
5	Tie Into Exist Type "A" Inlet	Each	1	850.00	1	850.00
6	Detention Pond Excavation	C.Y.	2,000	2.00	2,000	4,000.00
7	Erosion Control	L.S.	1	4500.00	1	4,500.00
8	Cut & Repair Exist Asphalt	L.F.	30	40.00	30	1,200.00
	SUBTOTAL					22,130.00
	ORIGINAL CONTRACT SUBTOTAL $22,130.00					
	PAVING IMPROVEMENTS					
1	Curb and Gutter	L.F.	1,350	7.50	1,350	10,125.00
2	6.0' Valley Gutter	L.F.	200	40.00	200	8,000.00
3	3.0 x 10.0' Concrete Spill Way	Each	4	450.00	4	1,800.00
	SUBTOTAL					19,925.00
	ORIGINAL CONTRACT SUBTOTAL $19,925.00					
	ORIGINAL CONTRACT AMOUNT $62,350.00					
	***AMOUNT TO DATE: $62,350.00					
	***10% RETAINAGE: $6,235.00					
	***TOTAL COMPLETED LESS RETAINAGE: $56,115.00					
	***LESS PREVIOUS PAYMENT: $38,182.00					
	****** AMOUNT DUE: $17,932.50					

UNITED CONTRACTING, INC.

4616 N. Conway
MISSION, TX 78574
Office (956) 519-3246

APPLICATION FOR PAYMENT REQUEST NO. 3rd and Retainage (Utilities)

To: Hidalgo Co. PCT 4
C/O: Quintanilla, Headley, & Ass.
From: United Contracting (Contractor)
Contract: Project: Hidalgo Co. "Construction of Precinct 4 Office Utilities Improvements
Owner Contract No. 598207 Engineer's Project No. 598207
For Work completed through the date of: May 20, 2008
1. Original Contract Amount: $ 62,350.00
2. Net Change Order/Written Amendment (+or-) _____
3. Current Contract Price $ 62,350.00
4. Total Completed & Stored to Date $ 62,350.00
5. Retainage (per agreement):
0 % of Completed Work :$ 0
0 % of Stored Materials: $_____
Total Retainage $ 0
6. Total Completed plus/minus retained (4+or-5) $ 62,350.00
7. Less Previous Applications of Payment/Credit $ 56,115.00
Retained Due This Application: (6-7) % of Completion $ 6,235.00

Contractor's Certification: The undersigned CONTRACTOR certifies that (1) all previous payments received from OWNER on account of Work done under the contract referred to above have been applied on accounts to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 8 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed and included as required in or covered by this Application for Payment will pass to Owner at time of payment to be free and clear of all Liens, security interests and encumbrances (except such as are covered by a bond acceptable to Owner, indemnifying Owner against any such Liens, security interests or encumbrances): and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective. Warranty issued upon payment received.

Dated 6/12/08

Contractor: United Contracting, Inc.
By: Nemecio Sanchez
United Contracting, Inc.
4616 N. Conway Ave.
Mission, TX 78573-3939

LISA SANCHEZ
MY COMMISSION EXPIRES
April 25, 2012

State of Texas
County of Hidalgo
Subscribed and sworn before me this 12th day of June, 2008.
My Commission Expires: April 25, 2012

Payment for the amount due this application is recommended.
Engineer: Quintanilla, Headley, & Ass.
By:

Dated: 6/12/08

United Contracting, Inc.
4616 N Conway Ave
Mission, TX 78573

INVOICE

Project/Jobsite
Hidalgo Co. "Construction of Precint No.
C/O Engineer
Hidalgo County 2812 S. Business Hwy 281 Edinburg, TX 78539

Utility Payment Request
3rd & Retainage

Date
6/12/2008

Item	Description	Unit	Est. Qty	Rate	Act. Qty	Amount
	Hidalgo County "Construction of Precinct No. 4 Office- Utilities Improvements" 2007-33G-11-07-MSS - P.O. # 598207					
	WATER DISTRIBUTION SYSTEM (N.A.W.S.C.)					
1	8" P.V.C. DR-18	L.F.	340	18.00	340	6,120.00
2	8" Valve and Box	Each	1	1200.00	1	1,200.00
3	Remove Existing Fire Hydrant	Each	1	900.00	1	900.00
4	8" x 6" M.J. Tee	Each	1	350.00	1	350.00
5	6" Valve and Box	Each	1	800.00	1	800.00
6	Fire Hydrant	Each	1	2400.00	1	2,400.00
7	16" P.V.C. Casing	L.F.	35	48.00	35	1,680.00
8	8" x 2" M.J. Tee	Each	1	260.00	1	260.00
9	2" P.V.C. (Sch 40)	L.F.	330	8.00	330	2,640.00
10	2" Valve & Box	Each	1	400.00	1	400.00
11	2" Sectional Control Valve & Box	Each	1	480.00	1	480.00
12	2" M.J. Tee	Each	1	95.00	1	95.00
13	2" M.J. 90 Degree Bend	Each	2	240.00	2	480.00
14	2" M.J. 45 Degree Bend	Each	2	120.00	2	240.00
15	2" Flush Valve	Each	1	850.00	1	850.00
16	Valve Markers	Each	2	60.00	2	120.00
17	2" M.J. Plug	Each	1	80.00	1	80.00
18	2" Sensus Water Meter with Box (To be approved by N.A.W.S.C.)	Each	1	1200.00	1	1,200.00
	SUBTOTAL					20,295.00
	ORIGINAL CONTRACT SUBTOTAL $20,295.00					
	DRAINAGE IMPROVEMENTS					
1	15" R.C.P.	L.F.	140	27.00	140	3,780.00
2	15" R.C.P. Bore & Install	L.F.	10	210.00	10	2,100.00
3	Type "A" Inlet	Each	1	2600.00	1	2,600.00
4	Type "CC" Inlet	Each	1	3100.00	1	3,100.00
5	Tie Into Exist Type "A" Inlet	Each	1	850.00	1	850.00
6	Detention Pond Excavation	C.Y.	2,000	2.00	2,000	4,000.00
7	Erosion Control	L.S.	1	4500.00	1	4,500.00
8	Cut & Repair Exist Asphalt	L.F.	30	40.00	30	1,200.00
	SUBTOTAL					22,130.00
	ORIGINAL CONTRACT SUBTOTAL $22,130.00					
	PAVING IMPROVEMENTS					
1	Curb and Gutter	L.F.	1,350	7.50	1,350	10,125.00
2	6.0' Valley Gutter	L.F.	200	40.00	200	8,000.00
3	3.0 x 10.0' Concrete Spill Way	Each	4	450.00	4	1,800.00
	SUBTOTAL					19,925.00
	ORIGINAL CONTRACT SUBTOTAL $19,925.00					
	ORIGINAL CONTRACT AMOUNT $62,350.00					
	***AMOUNT TO DATE: $62,350.00					
	***LESS PREVIOUS PAYMENT: -$56,115.00					
	****** AMOUNT DUE: $6,235.00					

CERTIFICATE OF CONTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 30th DAY OF May 2008 A FINAL INSPECION was made of the project herein described.

CONTRACT

DATE: June 12, 2008
OWNER: Hidalgo County Pct-4
CONSTRUCTION CONTRACTOR: United Contracting
OF THE CITY OF Mission STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Precinct No.4 Office Utilities Improvements.

CONTRACT NO.: 2007-336-11-07-MSS-P.O. 598207
Located in or near the City/Pct. Of Hidalgo County Precinct 4

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   N/A
2. That the sum of _____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or by virtue of said contract.
4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.
5.

Amount of Original Contract	$62,350.00
Present Amount of Contract	$62,350.00
Total Amount of earned to Date	$62,350.00
Less: previous payments	38,182.50
Balance	24,167.50
Authorized deductions	0
AMOUNT OF FINAL PAYMENT	24,167.50

UNITED CONTRACTING TNC

4616 N. Conway
Mission, Texas 78573
Office (956) 519-3246
Fax (956) 581-6883

General Contractor's Warranty & Lien Waiver

FOR GOOD CONSIDERATION, the undersigned contractor having furnished materials and/or labor for utility construction at the premises known as **Hidalgo County Precinct 4: "Office Utilities Improvements, Curb & Gutter."** as project name.

Do hereby state that all work and improvements provided have been fully and satisfactorily completed in accordance with plans and specs provided and reviewed by **Quintanilla, Headley, & Ass.**, Project Engineers and by Public Works Dept. for City of Edinburg, North Alamo Water Supply Corp.

That all labor, materials, equipment fees, permits, and project items having been paid. I do hereby release all liens, or rights to file a lien any suppliers or similar from said property for material and/or services or labor provided to this date, with acknowledged however, that this discharge of lien shall not necessarily constitute a release or discharge of any claim for sums now or hereinafter due for said material and/or services, if existing. All debts, being paid for said project, this warrants to save harmless the owner, Hidalgo County Precinct No. 4 , project owner, from any lien which may arise by reason of said improvements and cause the same to be released of accord.

In accordance with this document, the warranty is effective for 1 year: Date Effective: May 28, 2008.

N. Sanchez
United Contracting, Inc.
4616 N. Conway
Mission, TX 78573

Purchase Order
COUNTY OF HIDALGO

PO#: 598207

DATE: 01/29/08

VENDOR: 270199 REQ:00125045

Email:

Phone:

UNITED CONTRACTING, INC.
4616 N. CONWAY
MISSION TX 78573

Vendor Acct:

BUYER:

SHIP TO: HIDALGO CO. PCT 4
1102 N. DOOLITTLE RD.
EDINBURG TX 78539

CONTACT:

SITE: HIDALGO CO. PCT 4

Special Instructions: PCT. REQ. #0092

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. DUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		C-07-033G-12-11		
1	LOT	UTILITIES IMPROVEMENTS FOR THE "CONSTRUCTION OF PRECINCT NO 4 OFFICES". BID AWARD APPROVED COMMISSIONERS' COURT OF 11/20/2207, AGENDA ITEM #AI-6556 AND CONTRACT APPROVED COMMISSONERS' COURT OF 12/11/2007 AGENDA ITEM #AI-6845	62,350.00	62,350.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		62,350.00
		**********		
		For Hidalgo County use only		
		8-1301-419-40-124-034-0-720 42,425.00		
		8-1301-419-40-124-034-0-739 19,925.00		
		Approved		

Authorized by: Marcus L. Salazar



HIDALGO COUNTY PRECINCT #4

COMMISSIONER OSCAR L. GARZA JR.
1102 N. DOOLITTLE ROAD
EDINBURG, TEXAS 78541

OFFICE (956) 383-3112
FAX (956) 381-5905

FAX TRANSMITTAL

TO: **Letticia Saenz**
Hidalgo County Purchasing Department

FAX NO. (956)-

NO. OF PAGES: 9 (INCLUDING COVER PAGE)

FROM: RUMALDO MUNOZ JR.
ACCTS. PAYABLE CLERK

DATE: 6/25/2008
TIME: 4:00 AM. / P.M.

COMMENTS: **Please place on the next Commissioners' Court.**

Any ? call me Thanks Rumaldo Munoz Jr.

Confidentiality Notice

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COUNTY of HIDALGO
OSCAR L. GARZA, JR.
1102 N. DOOLITTLE RD.
EDINBURG, TEXAS 78541
OFFICE: (956) 383-3112
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. NO. 4

MEMO

DATE: JUNE 25, 2008
TO: HIDALGO COUNTY PURCHASING DEPARTMENT
C/O LETICIA (LETTY) SAENZ, CPPB CONTRACTS MANAGER
FROM: HIDALGO COUNTY PRECINCT #4
REF: INVOICE #6904
ACCT. #: 8-1301-419-40-124-034-0-720 / 739
P.O.#: 587512

HIDALGO COUNTY PCT. #4 IS HEREBY REQUESTING THAT YOUR DEPARTMENT PLEASE PLACE THE FOLLOWING INVOICE, **#6904** IN THE AMOUNT OF **$11,500.00**, FROM **QUINTANILLA, HEADLEY AND ASSOCIATES, INC.** ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT MY OFFICE, THANK YOU.

CC: COUNTY FILES
ATTACHMENT: INV. #6904
P.O. 587512

Quintanilla, Headley and Associates, Inc.
Consulting Engineers • Land Surveyors
124 E. Stubbs, Edinburg, Texas 78539 Phone: (956) 381-6480 Fax: (956) 381-0527

Invoice

DATE	INVOICE #
6/23/2008	6904

BILL TO

Hidalgo County Precinct No. 4
Comm. Oscar L. Garza Jr.
1102 N. Doolittle Road
Edinburg, Texas 78541

DESCRIPTION	AMOUNT
PROJECT: NEW OFFICE FACILITY	
CONTRACT ENGINEERING FEE $ 50,965.00	11,500.00
PREVIOUS PAYMENT $ 39,465.00	
AMOUNT DUE $ 11,500.00	0.00

8-1301-419-40-124-034-0-720/739
Pct. # 0730
Pur. Req. # 112373
P.O. # 587512

Approved By:

INVOICE RECEIVED BY:
Rumaldo Munoz Jr on: 6/25/2008
GOODS/SERVICES RECEIVED BY:
Rumaldo Munoz Jr on: 6/25/2008
Contract #07-0183A-05-22

Thank you for your business!

Total $11,500.00

AFFIDAVIT AND WAIVER OF LIEN
PRIME CONTRACTOR

STATE OF Texas

COUNTY OF Hidalgo

Personally appeared before me, the undersigned Notary Public for Alfonso Quintanilla, President of Quintanilla, Headley & Associates, Inc. (Prime Contractor), who being duly sworn by me states on oath that all product supplies and Subcontractors, payrolls, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance, and other liabilities incurred in the performance of Engineering Contract for the Hidalgo County Construction of Precinct No. 4 Offices-Utilities Improvements, Have been paid in full and that the above named Prime Contractor waives any claims and released Hidalgo County (Owner) from any rights or claims (including lien rights) for debts due and owing by virtue of the furnishing of any labor, products, and supplies furnished for such improvements.

The above named Prime Contractor agrees to indemnify Hidalgo County and save them harmless on account of any loss he/she may sustain in reliance upon the Affidavit and Waiver of Lien including the amount of any lien he/she may be compelled to pay all costs relating thereto and a reasonable attorney's fee.

(Prime Contractor)

By: _____
Alfonso Quintanilla, P.E.
Title: President
Date: 6/23/08

Sworn to and subscribed before me

This the 24th day of June, 2008.

Norma Quintanilla
Notary Public

NORMA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
October 12, 2008

My Commission Expires October 12, 2008

Purchase Order
COUNTY OF HIDALGO

PO#: 587512

DATE: 06/26/07

VENDOR: 154024 REQ:00112373

Email:

Phone:

QUINTANILLA, HEADLEY AND ASSOCIATES, INC
124 EAST STUBBS STREET
EDINBURG TX 78539

BUYER:
SHIP TO: HIDALGO CO. PCT 4
1102 N. DOOLITTLE RD.
EDINBURG TX 78539

CONTACT:
SITE: HIDALGO CO. PCT 4

Special Instructions:
PCT. REQ. #730

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER CONTRACT #07-0183A-05-22 APPROVED C.C. OF MAY 22/2007 ITEM #AI-3919		
1	EACH	BLANKET PURCHASE ORDER FOR PROFESSIONAL ENGINEERING SERVICES IN CONNECTION WITH "CONSTRUCTION ON NEW OFFICES" FOR PRECINCT #4 (APPROVED FOR NEGOTIATION ON CC 04/07/07.) CONTRACT #07-003B-05-22 APPROVED COMMISSIONERS' COURT OF 5/22/2007, AI-3919. REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	50,965.00	50,965.00
		Total		50,965.00
		********** For Hidalgo County use only 7-1336-431-00-124-032-0-720 50,965.00		
		Approved ----------		
		7-1301-419-40-124-034-0-720/739		

Authorized by: Martha L. Salazar

HIDALGO COUNTY PRECINCT #4

COMMISSIONER OSCAR L. GARZA JR.
1102 N. DOOLITTLE ROAD
EDINBURG, TEXAS 78541

OFFICE (956) 383-3112
FAX (956) 381-5905

FAX TRANSMITTAL

TO: **Letticia Saenz**
Hidalgo County Purchasing Department

FAX NO. (956)-

NO. OF PAGES: 5 (INCLUDING COVER PAGE)

FROM: RUMALDO MUNOZ JR.
ACCTS. PAYABLE CLERK

DATE: 6/25/2008
TIME: 3:00 AM. / P.M.

COMMENTS: **Please place on the next Commissioners' Court.**

Any ? call me Thanks Rumaldo Munoz Jr.

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AI-9858 **20.D.1.**

Hidalgo County Health Department Parking Lot Improvements
CC REGULAR

Date:	07/01/2008
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Area:	Purchasing Department
Purchasing only:	Health & Human Services Dept.

Information

CAPTION

A. Requesting approval of Change Order No. 1 (Increase of Contract Time) and (Decrease in the amount of $ 11,573.50) in connection with the "Parking Lot Improvements for Health Department" from contracted vendor, Jimmy Closner & Sons Construction Company, Inc., and as recommended by project engineer, Javier Hinojosa Engineering, with authority for County Judge or Court member to execute document.
B. Requesting approval of a "Certificate of Substantial Completion" with Jimmy Closner & Sons Construction Company, Inc., reflecting the substantial completion date of May 16, 2008 for the "Parking Lot Improvements for Health Department".
C. Approval of Request for Payment on invoice no. 08063 in the amount of $ 5,712.00, from Javier Hinojosa Engineering, contracted engineer for "Parking Lot Improvements for Health Department." C-05-271-09-06
D. Approval of Request for Payment on Application (Revised) #3 in the amount of $ 47,273.85, from Jimmy Closner & Sons Construction Co. Inc., for the "Parking Lot Improvements for Health Department."
E. Approval of Request for Payment on Application (Final Retainage) in the amount of $ 15,588.65, from Jimmy Closner & Sons Construction Co. Inc., for the "Parking Lot Improvements for Health Department."

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1334-441-00-340-022-0-739
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Application#3 $47,273.85 to Jimmy Closner and Inv#08063 $5,712.00 to Javier Hinojosa. Funding available as of 6-27-08.

FISCAL YEAR: 2008 **ACCT. #:** 8-1334-206-00-000-014-0-000
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Retainage to be paid $15,588.65. Retainage balance as of 6-27-08 $10,336.00 plus Retainage from Payment#3 5,252.65

Attachments

Link: Jimmy Closner Certificate

Link: Change Order

Link: Javier Hinojosa

Link: App Pmt #3 Revised & App Pmt Final Retainage

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/25/2008 12:21 PM	APRV
2	Budget & Management	Veronica Lopez	06/25/2008 01:38 PM	APRV
3	Manuel Chapa	Manuel Chapa	06/25/2008 02:15 PM	APRV
4	Leticia Saenz	Letty Saenz	06/26/2008 10:25 AM	APRV
5	Auditor's Office	Linda Fong	06/27/2008 09:07 AM	APRV
6	Dina Trevino	Dina Trevino	06/27/2008 10:34 AM	APRV
7	Manuel Chapa	Manuel Chapa	06/27/2008 11:53 AM	APRV
8	Court Administrator	Angela Garcia	06/27/2008 11:56 AM	APRV

Form Started By: Rocio Villarreal Started On: 06/23/2008 04:23 PM

Final Approval Date: 06/27/2008

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON **MAY 16, 2008** A FINAL INSPECTION was made of the project herein described:

CONTRACT

DATE: **April 24, 2007**

OWNER: **Hidalgo County**

CONSTRUCTION CONTRACTOR: **Jimmy Closner & Sons Construction Company, Inc.** OF THE CITY OF **MERCEDES**, STATE OF TEXAS.

PROJECT DESCRIPTION

CONSTRUCTION OF: **Hidalgo County Health Department Parking Lot Improvements**
CONTRACT **# C-07-204-04-24**
Located in or near the **Hidalgo County**

THIS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exception: **None**

2. That the sum of (0), deducted from final payment of the **Jimmy Closner & Sons Construction Company, Inc.**, is a fair and equitable settlement for the foregoing except work.

3. That **Jimmy Closner & Sons Construction Company, Inc.**, has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That **Jimmy Closner & Sons Construction Company, Inc.**, has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good faulty workmanship and/or materials discovered in the work within a period of one year from date of final inspection, as provided in said contract.

5. | | |
   |---|---|
   | Amount of Original Contract : | $167,460.00 |
   | Present Amount of Contract: | $155,886.50 |
   | Total Amount of earned to date: | $155,886.50 |
   | Less: previous payments: | $ 93,024.00 |
   | Less: previous Invoice #3: | $ 47,273.85 |
   | Authorized deductions: | $ 0.00 |
   | **AMOUNT OF FINAL PAYMENT:** | **$ 15,588.65** |

6. That the final payment in the amount of **($15,588.65)** is now due and payable.

CONCURERED BY:

Jimmy Closner & Sons Construction Company, Inc.

By: _____
Albert Closner, Project Manager

Javier Hinojosa Engineering

By: _____
Javier Hinojosa, P.E.

Hidalgo County

By: _____
Juan D. Salinas, III, County Judge

CHANGE ORDER

No. 1

DATE OF ISSUANCE June 17, 2008 *EFFECTIVE DATE* _____

OWNER Hidalgo County
CONTRACTOR: Jimmy Closner & Sons Construction Company, Inc.
Contract: Hidalgo County
Project: Hidalgo County Health Department Parking Lot Improvements
OWNER's Contract No. C-07-204-04-24 ENGINEER's Contract No. C-05-271-09-06
ENGINEER JAVIER HINOJOSA ENGINEERING

You are directed to make the following changes in the Contract Documents:

Description:

1) Final Reconciliation
2) Time Extention

Reason for Change Order:

1) Reconciliation of Contract Amount (Decrease).
2) Adjustment of contract time in order to extend the contract period. This was necessary due to the fact that the Contractor was working in conjunction with the County forces in completing the project. The Contractor was at the mercy of the County's work schedule and was unable to complete his portion of the project within the contract time period.

CHANGE IN CONTRACT PRICE:
Original Contract Price $167,460.00
Net (Increase/Decrease) from previous Change Orders No. _____ to _____: $N/A
Contract Price prior to this Change Order: $167,460.00
Net (Decrease) of this Change Order: $11,573.50
Contract Price with all approved Change Orders: $155,886.50

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: 60 Working Days Ready for final payment: 60 Working Days (days or dates)
Net change from previous Change Orders No. _____ to _____: Substantial Completion: N/A Ready for final payment: N/A (days)
Contract Times prior to this Change Order: Substantial Completion: 60 Working Days Ready for final payment: 60 Working Days (days or dates)
Net increase this Change Order: 123 Working Days Substantial Completion: N/A Ready for final payment: May 16, 2008
Contract Times with all approved Change Orders: Substantial Completion: 183 Working Days Ready for final payment: May 16, 2008 (days or dates)

RECOMMENDED:
By: _____
Javier Hinojosa Engineering
Date: 6/18/08

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Jimmy Closner & Sons Construction Company, Inc. (Contractor)
Date: 6-18-08

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 08063

INVOICE

Customer	
Name: Hidalgo County Address: 100 E. Cano City: Edinburg State: Texas Zip: 78539 Attention: Mr. Eduardo Olivarez, Chief Administrative Officer Hidalgo County Health & Human Services Department	Date: May 21, 2008 Project Name: Work Authorization No. 1 **Hidalgo County Health Department** **Parking Lot Improvements**

Description

Contract No.C-05-271-09-06
Work Authorization No. 1

Engineering services rendered for completion of the construction plans, specifications and completion of construction for the Hidalgo County Health Department Parking Lot Improvements.

Contract Amount:	**$22,848.00**
Amount To Date:	**$22,848.00**
Amount Paid To Date:	**$17,136.00**
Amount Due This Invoice:	**$5,712.00**

Office Use Only

We Appreciate Your Business.

FINAL AFFIDAVIT OF WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with **Hidalgo County** to provide **Engineering Services for the Hidalgo County Health Department Parking Lot Improvements** located and owned by Hidalgo County.

Which improvements are described as follows:

> **Preparation of plans and specifications for the Parking Lot Improvements at the Hidalgo County Health Department Building. (Contract #C-05-271-09-06)**

In consideration of **Pay Estimate No. 2 & Final** in the amount of **Five Thousand Seven Hundred Twelve Dollars and No Cents ($5,712.00)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bills for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

Javier Hinojosa Engineering
ENGINEER

By: _____
Javier Hinojosa, P.E., Owner

SWORN TO AND SUBSCRIBED BEFORE ME, on this the **18th** day of **June, 2008**, to certify which wit[illegible] hand and seal of office.

NOTARY PUBLIC STATE OF TEXAS
CLAUDIA N. YBARRA
My Commission Expires
March 23, 2012

_____
Notary Public in and for the State of Texas

My Commission Expires:
03-23-2012

Claudia N. Ybarra

Jimmy Closner & Sons Construction Co., Inc.
P.O. Box 170
Mercedes, TX 78570

Date: June 18, 2008
Pay App: REVISED 3
From: November 13, 2007
To: March 28, 2008

Parking Lot Improvements for Hidalgo County Health Dept.

		ORIGINAL Contract Amount				Change Order #1		Current Billing		previous billing		Completed to Date	
	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	Qty	Total Cost	Qty	Cost	Qty	Cost	Qty	Total Cost
1	6" Curb & Gutter (18")	3,700	LF	$ 8.75	$ 32,375.00	110	$ 962.50	2790	$ 24,412.50	800	$ 7,000.00	3590	$ 31,412.50
2	Break Existing Curb & Replace w/ 72" Valley Gutter	170	LF	$ 45.00	$ 7,650.00	120	$ 5,400.00	50	$ 2,250.00		$ -	50	$ 2,250.00
3	6" Reinforced Concrete Aprons	250	SY	$ 54.00	$ 13,500.00	-66	$ (3,564.00)	316	$ 17,064.00		$ -	316	$ 17,064.00
4	36" Valley Gutter	90	LF	$ 25.00	$ 2,250.00	90	$ 2,250.00	0	$ -		$ -	0	$ -
5	4" PVC Conduit	1,000	LF	$ 8.00	$ 8,000.00	0	$ -	700	$ 5,600.00	300	$ 2,400.00	1000	$ 8,000.00
6	18" RC Pipe	1,080	LF	$ 42.00	$ 45,360.00	0	$ -	0	$ -	1,080	$ 45,360.00	1080	$ 45,360.00
7	Trench Protection	1,080	LF	$ 5.00	$ 5,400.00	0	$ -	0	$ -	1,080	$ 5,400.00	1080	$ 5,400.00
8	Curb Inlet	6	EA	$ 2,200.00	$ 13,200.00	0	$ -	0	$ -	6	$ 13,200.00	6	$ 13,200.00
9	Grate Inlets	9	EA	$ 2,800.00	$ 25,200.00	0	$ -	0	$ -	9	$ 25,200.00	9	$ 25,200.00
10	Wheel Chair Ramps	3	EA	$ 800.00	$ 2,400.00	0	$ -	3	$ 2,400.00		$ -	3	$ 2,400.00
11	Remove & Replace 4' Wide Sidewalk	40	LF	$ 20.00	$ 800.00	0	$ -	40	$ 800.00		$ -	40	$ 800.00
12	Parking Stall Striping	5,200	LF	$ 0.50	$ 2,600.00	5,200	$ 2,600.00	0	$ -		$ -	0	$ -
13	Handicap assembly Striping	5	EA	$ 85.00	$ 425.00	5	$ 425.00	0	$ -		$ -	0	$ -
14	Tie to existing Curb Inlet	1	EA	$ 200.00	$ 200.00	0	$ -	0	$ -	1	$ 200.00	1	$ 200.00
15	Tie to existing Drain Manhole	1	EA	$ 1,800.00	$ 1,800.00	0	$ -	0	$ -	1	$ 1,800.00	1	$ 1,800.00
16	Tie to Existing 18" Drain Line w/ Manhole	1	EA	$ 2,800.00	$ 2,800.00	0	$ -	0	$ -	1	$ 2,800.00	1	$ 2,800.00
17	Silt Fencing	1,000	LF	$ 3.50	$ 3,500.00	1,000	$ 3,500.00	0	$ -		$ -	0	$ -
	Total Base Bid				**$ 167,460.00**		**$ 11,573.50**		**$ 52,526.50**		**$ 103,360.00**		**$ 155,886.50**

Jimmy Closner & Sons Construction Co., Inc.

Contract Amount	$ 167,460.00
Change Order Work	$ (11,573.50)
Adjusted Contract Amount	$ 155,886.50
Completed to Date	$ 155,886.50
Less 10% Retainage	$ 15,588.65
Less Previous Pymts	$ 93,024.00
Total Due This Invoice	$ 47,273.85

2008 JUN 25 AM 11 12
COUNTY AUDITOR
RECEIVED BY

Jimmy Closner & Sons Construction Co., Inc.
P.O. Box 170
Mercedes, TX 78570

Date: June 18, 2008
Pay App: FINAL RETAINAGE
From: November 13, 2007
To: March 28, 2008

Parking Lot Improvements for Hidalgo County Health Dept.

		ORIGINAL Contract Amount				Change Order #1		Current Billing		previous billing		Completed to Date	
	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	Qty	Total Cost	Qty	Cost	Qty	Cost	Qty	Total Cost
1	6" Curb & Gutter (18")	3,700	LF	$ 8.75	$ 32,375.00	110	$ 962.50		$ -	3,590	$ 31,412.50	3590	$ 31,412.50
2	Break Existing Curb & Replace w/ 72" Valley Gutter	170	LF	$ 45.00	$ 7,650.00	120	$ 5,400.00		$ -	50	$ 2,250.00	50	$ 2,250.00
3	6" Reinforced Concrete Aprons	250	SY	$ 54.00	$ 13,500.00	-66	$ (3,564.00)		$ -	316	$ 17,064.00	316	$ 17,064.00
4	36" Valley Gutter	90	LF	$ 25.00	$ 2,250.00	90	$ 2,250.00		$ -	0	$ -	0	$ -
5	4" PVC Conduit	1,000	LF	$ 8.00	$ 8,000.00	0	$ -		$ -	1,000	$ 8,000.00	1000	$ 8,000.00
6	18" RC Pipe	1,080	LF	$ 42.00	$ 45,360.00	0	$ -		$ -	1,080	$ 45,360.00	1080	$ 45,360.00
7	Trench Protection	1,080	LF	$ 5.00	$ 5,400.00	0	$ -		$ -	1,080	$ 5,400.00	1080	$ 5,400.00
8	Curb Inlet	6	EA	$ 2,200.00	$ 13,200.00	0	$ -		$ -	6	$ 13,200.00	6	$ 13,200.00
9	Grate Inlets	9	EA	$ 2,800.00	$ 25,200.00	0	$ -		$ -	9	$ 25,200.00	9	$ 25,200.00
10	Wheel Chair Ramps	3	EA	$ 800.00	$ 2,400.00	0	$ -		$ -	3	$ 2,400.00	3	$ 2,400.00
11	Remove & Replace 4' Wide Sidewalk	40	LF	$ 20.00	$ 800.00	0	$ -		$ -	40	$ 800.00	40	$ 800.00
12	Parking Stall Striping	5,200	LF	$ 0.50	$ 2,600.00	5,200	$ 2,600.00		$ -	0	$ -	0	$ -
13	Handicap assembly Striping	5	EA	$ 85.00	$ 425.00	5	$ 425.00		$ -	0	$ -	0	$ -
14	Tie to existing Curb Inlet	1	EA	$ 200.00	$ 200.00	0	$ -		$ -	1	$ 200.00	1	$ 200.00
15	Tie to existing Drain Manhole	1	EA	$ 1,800.00	$ 1,800.00	0	$ -		$ -	1	$ 1,800.00	1	$ 1,800.00
16	Tie to Existing 18" Drain Line w/ Manhole	1	EA	$ 2,800.00	$ 2,800.00	0	$ -		$ -	1	$ 2,800.00	1	$ 2,800.00
17	Silt Fencing	1,000	LF	$ 3.50	$ 3,500.00	1,000	$ 3,500.00		$ -	0	$ -	0	$ -
	Total Base Bid				**$ 167,460.00**		**$ 11,573.50**		**$ -**		**$ 155,886.50**		**$ 155,886.50**

Jimmy Closner & Sons Construction Co., Inc.

Contract Amount	$ 167,460.00
Change Order Work	$ (11,573.50)
Adjusted Contract Amount	$ 155,886.50
Completed to Date	$ 155,886.50
Less Previous Pymts	$ 140,297.85
Total Due This Invoice	$ 15,588.65

2008 JUN 25 AM 11 12
COUNTY AUDITOR
RECEIVED BY

AI-9882 **20.E.1.**

WIC Items for Nutrition/Education Program
CC REGULAR

Date: 07/01/2008
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** WIC

Information

CAPTION

Requesting authority for Hidalgo County to purchase "Baby Spoons" through the County's membership/participation with TASB Buyboard's awarded vendor Visual Promotions in the total amount of $9,427.05, which includes imprint and delivery fees.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 8 **ACCT. #:** 1292-441-00-350-001-8-603
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 6/26/2008 $28,569.20

Attachments

Link: WIC Baby Spoons

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/25/2008 12:26 PM	APRV
2	Budget & Management	Veronica Lopez	06/25/2008 01:44 PM	APRV
3	Damaris San Miguel	Damaris San Miguel	06/26/2008 03:07 PM	APRV
4	Auditor's Office	Linda Fong	06/26/2008 06:18 PM	APRV
5	Court Administrator	Angela Garcia	06/27/2008 10:17 AM	APRV

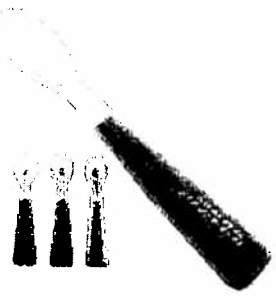
Form Started By: Gricelda Villarreal Started On: 06/24/2008 03:59 PM

Final Approval Date: 06/27/2008

Product Details

DESCRIPTION

Baby spoon with flexible tip and clear spoon tip.



asi/62190
Linename: Illini
Product #: 266
Catalog Date: 2008
Page #: 65

Production Time: 5 days

Quantity	250	500	1000	2500	5000
Price	$1.10	$1.05	$1.02	$0.98	$0.95

10,000
$ 0.92
(5R)

Category: Forks & Spoons-Baby
Size: 5 1/2" x 1"
Color: Blue; Pink; White
Imprint Color: Black; Gold; Process Blue; Reflex Blue; Silver; Standard Colors; Violet; White

Imprint Info

Imprint Information
Imprint Limit: 1 3/4" x 1/2"
Sold as Blank: Y

IMPRINT METHOD
Printed
IMPRINT CHARGE - MISCELLANEOUS
Set Up Charge $31.25 (V)/Color

Shipping and Additional Info

Blank price $0.87

10,000 x .92 = $9,200.00
31.25
$9,231.25
195.80
$9,427.05

The information on this page was obtained from ASI ESP Online

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PAGE 02 VISUAL PROMOTIONS 5/26/2008 11:16 2008/05/27

VISUAL PROMOTIONS

www.visualpromotions.net

DATE: 6-23-08
TIME: 2:01 pm
NUMBER OF PAGES: 1
(INCLUDING COVER PAGE)

TO: Cris Villarreal
COMPANY: Hidalgo County Purchasing
PHONE NUMBER:
FAX NUMBER: 956-318-2629

FROM: Ashley Gold
PHONE NUMBER: (979) 627-0533 ext.231
FAX NUMBER: (979) 627-0635

RE: Estimated Shipping Cost Will be - $195.80 for 10 boxes @ 32 lbs each 1906 per box.

2040 Hwy 90 W, Sealy, TX 77474

06/23/2008 14:28 9/962/0635 VISUAL PROMOTIONS PAGE 01

Back to Product List

Product Results for: baby spoons



View Larger Image

Illini - 266

Baby spoon with flexible tip and clear spoon tip.

- **Quick Request**
- **E-mail a Friend**
- **More From This Line**
- **Add To Wish List**
- **Print Page**

Baby spoon with flexible tip and clear spoon tip.

Color: Blue, Pink, White
Minimum Production Time: 5 day(s)
Size: 5 1/2" x 1"
Additional Info

ADDITIONAL COLORS/LOCATIONS
Additional color/location
IMPRINT CHARGE - MISCELLANEOUS
Running Charge $0.25 /Color
IMPRINT METHOD
Printed
IMPRINT CHARGE - MISCELLANEOUS
Set Up Charge $31.25 /Color

Quantity	250	500	1000	2500	5000
Price	$1.10	$1.05	$1.02	$.98	$.95

Please indicate any special instructions (i.e. date needed, customization, etc.)
Note: The instructions are limited to 500 characters in length.

(•) **Buy Now**
( ) **Request Info**

Qty:
Color: Blue
Size: 5 1/2" x 1"

Add To Cart

All prices and descriptions are subject to change without notice. If the price listed is different from the actual price, we will notify you before processing your order. All pricing shown is in US dollars.

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Ashley

1-800-823-0905 x231

AI-9825 **20.E.2.**

"Leveling and Roof Repairs to McAllen and Progreso WIC Clinics"
CC REGULAR

Date: 07/01/2008
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** WIC

Information

CAPTION

Presentation for discussion, consideration and approval to reject bids received for the Leveling and Roof Repairs to McAllen and Progresso WIC Clinics and authority to re-advertise due to modifications of legal terms, specifications and requirements.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1292-441-00-350-001-8-431
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available in the amount of $38,303.30 for proposed project as verified by our PO Administration

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/25/2008 11:08 PM	APRV
2	Budget & Management	Veronica Lopez	06/26/2008 07:47 AM	APRV
3	Damaris San Miguel	Damaris San Miguel	06/26/2008 03:09 PM	APRV
4	Auditor's Office	Linda Fong	06/27/2008 08:20 AM	APRV
5	Martha Salazar		06/27/2008 05:24 PM	NEW

Form Started By: Oscar Garza Started On: 06/17/2008 04:39 PM

Final Approval Date: 06/27/2008

AI-9862 **20.F.1.**

Testing Services for suspected ACM on the 2nd Floor of the Old Administration Bldg

CC REGULAR

Date: 07/01/2008
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

Requesting approval and/or ratification for PO #605487 in the amount of $250.00 to Clean Air Solutions, LP as requested by Buildings & Grounds for sampling tile for testing of possible/suspected asbestos containing materials on 2nd floor of the Old Administration Bldg.

BACKGROUND

While demolishing flooring on the 2nd Floor, of the Old Admin. Building, at the Fire Marshall's office, detection of possible asbestos was discovered and B&G has requested sampling of tile for safety measures. .lt;/p>

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-419-40-220-001-0-431
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Acct. #8-1100-419-40-220-001-0-431 used for proposed PO #605457 and verified by our PO Administrator. Funding available as of 6/25/08.

Attachments

Link: b&g

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/25/2008 12:24 PM	APRV
2	Budget & Management	Veronica Lopez	06/25/2008 01:40 PM	APRV
3	Dale Kennan	Dale Kennan	06/25/2008 03:53 PM	APRV
4	Auditor's Office	Linda Fong	06/27/2008 09:30 AM	APRV
5	Court Administrator	Angela Garcia	06/27/2008 10:17 AM	APRV

Form Started By: Oscar Garza Started On: 06/24/2008 09:09 AM

Final Approval Date: 06/27/2008

Purchase Order

COUNTY OF HIDALGO

PO#: 605487

DATE: 06/20/08

Needed 06-20-08

VENDOR: 347647 REQ:00134757
FAX (281)499-6655 Email:
Phone:(888)599-4747
CLEAN AIR SOLUTIONS, LP
111 BRAND LANE, STE 400
STAFFORD TX 77477
Vendor Acct:

BUYER:
SHIP TO: BUILDINGS & GROUNDS
100 E. CANO, 2ND FL
EDINBURG TX 78539

CONTACT:
SITE: GENERAL GOVERNMENT BUILDINGS
Contract No:

Special Instructions:
REQ 813

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		CONTRACT # 1052507 (TIPS)		
1	EACH	Proposal to Sample Tile for Asbestos at Old Adm.Building	250.00	250.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		250.00
		********** For Hidalgo County use only		
		8-1100-419-40-220-001-0-431 250.00		
		Approved		

Authorized by: Martha L. Salazar

AI-9876 **20.F.2.**

Requesting Change Order No.1 in connection with Absolute Services CC REGULAR

Date: 07/01/2008
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

Requesting approval of Change Order No. 1 (Increase) in the amount of $13,700.00 in connection with Absolute Services contract #07-186-06-05 for "Installation of Fire Sprinkler system and upgrade of existing Fire Sprinkler System at Boot Camp" as recommended by Buildings and Grounds, with authority for County Judge or Court member to execute document.

BACKGROUND

In order to get water supply to proposed Fire Sprinkler system we need to tie into the main line located south of Ballard St. Recommendations of Fire Marshall and Licensed Engineer/RME will provide a fire hydrant and install a remote fire department connection by boring underneath Ballard Street, tap and tap fees, upon approval project should be completed within 14 days from approval of this request.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-419-40-220-001-0-431
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Acct. #8-1100-419-40-220-001-0-431 has $38,704.09 available as of 6/25/08 for the proposed change order no.1 in the amount of $13,700.00.

Attachments

Link: ABSOLUTE SERVICES CHANGE ORDER

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/25/2008 12:26 PM	APRV
2	Budget & Management	Veronica Lopez	06/25/2008 01:43 PM	APRV
3	Dale Kennan	Dale Kennan	06/25/2008 04:36 PM	APRV
4	Auditor's Office	Linda Fong	06/27/2008 09:34 AM	APRV
5	Court Administrator	Angela Garcia	06/27/2008 10:17 AM	APRV

Form Started By: Oscar Garza

Started On: 06/24/2008 01:39 PM

Final Approval Date: 06/27/2008

HIDALGO COUNTY
PURCHASING

CONTRACT CHANGE ORDER REQUEST

DEPARTMENT: **Buildings & Grounds** **3100 So. Bus. 281** **Edinburg, TX 78539**	DATE: **June 24, 2008** CHANGE ORDER NO. **(1)**
CONTRACTOR/FIRM: **Absolute Services** **4129 North 22nd St., Suite 10** **McAllen, TX 78504** Phone #: (956) 631-6931 or 1-800-597-9456	PROJECT/NAME/ACCT. NO. **C-07-186-06-05**

You are hereby requested to comply with the following changes from the contract plans and specifications:

	Final Quantitative Adjustments		Quantitative Deletion
	Unit Prices	✓	Time Extension
✓	Quantitative Addition		Other

Reasons:
All options have been visited by Buildings & Grounds and the contractor. In order to get water supply to the Fire Sprinkler system we need to tie into the main line located south of Ballard St. Attached please additional scope of work with proposed increase.

Contract price prior to change order: . . . . . $ 55,200.00

Net Increase/Decrease of this Change Order: . . . . . $ 13,700.00

Contract Price with Change Order: . . . . . $ 68,900.00

Increase/Decrease in time additional 14 days required from time of approval days.

	06/24/08		06/24/08
DEPARTMENT HEAD	DATE	CONTRACTOR	DATE

HIDALGO COUNTY
PURCHASING

CONTRACT CHANGE ORDER REQUEST

N/A (IF APPLICABLE)
PROJECT ENGINEER - ARCHITECT DATE

(FOR PURCHASING DEPARTMENT USE ONLY)

- [x] Scope Increase
- [ ] Scope Decrease
- [ ]
- [ ]
- [x] Quantitative **Addition**/Deletion
- [ ] Final Quantitative Adjustment
- [ ] Other

- [ ] **Approved**
- [ ] **Disapproved**

JUAN D. SALINAS, III, HIDALGO COUNTY JUDGE

SIGNATURE:_____ **DATE:** _____

BUILDING & GROUNDS
County Of Hidalgo

DANIEL FLORES
Director

To: Oscar Garza, Hidalgo County Purchasing Dept.

From: Daniel Flores, Buildings & Grounds Director

Date: June 20, 2008

Ref: ABSOLUTE SERVICES

The service for the Fire Alarm & Sprinkler System at the Weslaco Juvenile Detention Center has only been completed 90%. The job has not been fully completed due to several circumstances as stated in the change order request.
Therefore we are requesting that this request be submitted to commissioners court for approval.

Service Contract C-07-186-06-05 Fire Alarm & Sprinkler System.

Thank you in advance for your attention and consideration to this matter if you have any questions, please call me @289-7851

RECEIVED
JUN 20 2008
By 3:46

3100 S. Bus. 281 ★ Edinburg, Texas 78539 ★ (956) 289-7850 ★ Fax (956) 318-2648

RECEIVED
JUN 20 2008
By 3:46

ABSOLUTE SERVICES

FIRE • SOUND • CCTV • ACCESS CONTROL • GATES

Authorized Fire•Lite Distributor

Historically Underutilized Business (HUB) Certified

RECEIVED
6/19/08
@ 8:46

June 19, 2008

Hidalgo County Purchasing Department
ATTN: Oscar Garza
2802 South Highway 281
Edinburg, TX 78541

RE: Requested Change Order for Service Contract C-07-186-06-05 (Fire Alarm & Sprinkler System at

Installation at Hidalgo County Juvenile Detention Center After Care Building

We have been at 90% completion for a period of time and have submitted invoicing for $49,680.00 which we are waiting for receipt. The job has not been able to be completed for reasons beyond our control and the circumstances have generated the need for this request for change order so we can complete the job.

We have been held up for several months in completing the Wet Fire Sprinkler system at the above-mentioned project. Below is an explanation of why this project has been held up and what needs to be done so that it can be completed.

Our initial quote included 40' of underground and our intention was to tie into the main that runs to the North of the Transition House. As part of our bid preparation we were informed by the city that a 6" main was on the property at approximately the above-mentioned distance.

When it came time to start the underground we had the water main marked. Once the exact location was marked we found out that it was on Housing Authority property and not on the Boot Camp property. We then sought permission from the Housing Authority to tie into this line. The Housing Authority referred us to Daniel Flores, County Director of Buildings & Grounds (239-1942). We worked with Daniel for a few months trying to get approval and waiting for appropriate board meetings for this issue to be discussed and reviewed.

We were finally informed that permission would not be given for us to tie into this line. At that time we were also informed that the line also has a meter on it. According to code, a fire line cannot have a meter on it.

4129 North 22nd St., Suite #10, McAllen, TX 78504 (956) 631-6931 or 1-800-597-9456 Fax: (956) 618-0749
asmcallen1@aol.com

We then looked for the next nearest water source that we could tie in to. This source was located on the East side of Bridge. Daniel asked us to call the City Engineer – Randy at Sigler, Winston, and Greenwood because they were going to run a line from the East side of Bridge to the West side for a new development. This has already been completed, but the main is located on the South side of Ballard St.

In order to get water supply to the Fire Sprinkler system we now need to tie into the main located South of Ballard St. The additional work, beyond our original contract (that had us tying into the main near the Transition House) includes:

-Boring under Ballard St. with the main and a casing to protect the main
-Running approximately 275 of 6" piping
-Installing a new Fire Hydrant (the Fire Marshall is requesting a new hydrant)
-Installing a Back Flow Preventer
-Installing a Remote Fire Department Connection
-Connecting the main to the riser in the Transition House

The reason we waited for the county and tried to pursue other alternatives was to avoid added costs. All other options now seem to be exhausted and so the additional work, as described above, is what is required to complete the system. A request for change order with the cost is included as an attachment with this letter.

Please feel free to contact Brice Chandler or Robert Del La Cruz with any questions or needed clarifications.

We are pleased to provide you with a request for change order to install the underground and a hydrant for the wet sprinkler system at the above-mentioned project (approximately 275 linear feet):

Scope of Work:

1. Design/Install Underground for Wet Pipe Sprinkler System
2. Designed by Licensed Engineer/RME
3. Boring underneath Ballard Street, tap, and tap fees
4. Coordinate with Fire Marshall – Testing & Approvals
5. Installation of fire hydrant per fire marshals request
6. Install remote Fire Department Connection

Exclusions:

1. Bonding, Allowances, & Contingencies
2. Electrical, Controls, & Fire Alarms
3. Cutting & patching
4. Bollards (if required)

Requested Change Order Amount: $13,750.00

We respectfully request a change order be initiated increasing the original service contract by the above stated amount. We could be finished with the job within 14 days of receipt of the change order.

Sincerely,

Larry M. Helgeson
Larry M. Helgeson
VP/GM

AI-9911 **20.G.1.**

BCAP PCT #3 - PYMNT NO 3 FOR HILDA/ESTER STREET
CC REGULAR

Date: 07/01/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

A. Presentation for consideration, discussion acceptance and approval of Payment Application No 3 (Retainage) in the amount of $8,373.82 from Juan Mendoza Corporation dba JM Construction, contracted vendor for Hilda Subdivision/Ester Street submitted by engineer Javier Hinojosa Engineering. C-CAP-07-025-11-20
B. Requesting approval of Certificate of Construction Completion submitted by project engineer Javier Hinojosa Engineering reflecting the completion date of April 10, 2008 for Hilda Subdivision/Ester Street with contractor Juan Mendoza Corporation dba J.M. Construction C-CAP-07-025-11-20

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1310-206-00-000-012-0-000
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Funding available

Attachments

Link: 9911

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/25/2008 04:18 PM	APRV
2	Budget & Management	Veronica Lopez	06/25/2008 04:26 PM	APRV
3	Erika Reyna	Erika Reyna	06/26/2008 09:06 AM	APRV
4	Auditor's Office	Linda Fong	06/26/2008 06:24 PM	APRV
5	Court Administrator	Angela Garcia	06/27/2008 10:18 AM	APRV

Form Started By: Laura Moya Started On: 06/25/2008 02:42 PM

Final Approval Date: 06/27/2008

9911

APPLICATION FOR PAYMENT NO. 3 (RETAINAGE)

To: **Hidalgo County** (OWNER)

From: **Juan Mendoza Corporation dba J.M. Construction** (CONTRACTOR)

Contract: **C-CAP-07-025-11-20**

Project: **Hidalgo County Precinct No. 3 - Border Colonia Access Program – Hilda Subdivision/Ester Street**

OWNER'S Contract No. **C-CAP-07-025-11-20**

For Work Accomplished through the date of: **April 10, 2008**.

1. Original Contract Price:		**$75,926.20**
2. Net Change by Change Orders and Written Amendments (+):		**$ 7,812.00**
3. Current Contract Price (1 and plus 2):		**$83,738.20**
4. Total complete and stored to date:		**$83,738.20**
5. Retainage (per Agreement):		
0 % of completed Work:	$_____	
_____ % of stored material:	$_____	
Total Retainage:		**$ 0.00**
6. Total complete and stored to date less retainage (4 minus 5):		**$ 83,738.20**
7. Less previous Application for Payments:		**$ 75,364.38**
8. DUE THIS APPLICATION (6 MINUS 7):		**$ 8,373.82**

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 3 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 6-4-08

By: Juan Mendoza, President
Juan Mendoza Corporation dba J.M. Construction

State of **Texas**
County of **Hidalgo**
Subscribed and sworn to before me this 3 day of June, 2008

GABRIEL CARILLO
Notary Public, State of Texas
My Commission Expires
March 30, 2011

Notary Public
My Commission expires: 3-30-2011

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 6/4/08

By: Javier Hinojosa, P.E.
JAVIER HINOJOSA ENGINEERING

J.M. Construction	**Contractor Name**
1/25/2008	**Starting Date**
4/10/2008	**Project Ending Date**
0%	**Retainage Percent**

Application No.:	3 (RETAINAGE)
Application Date:	6/3/2008
Period To:	4/10/2008
Engineer Firm:	Javier Hinojosa Engineering

Summary

CSJ #	CSJ Name	Schedule Value	Work Previously Completed	This Period	Total Complete to Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
5020-061-21	Hilda Subdivision Ester Street	$ 83,738.20	$ 83,738.20	$ -	$ 83,738.20	$ -	$ -	$ 83,738.20	$ 75,364.38	$ 8,373.82
		$ 83,738.20	$ 83,738.20	$ -	$ 83,738.20	$ -	$ -	$ 83,738.20	$ 75,364.38	$ 8,373.82

Prepared and Checked By:

Signature: Javier Hinojosa

Printed Name: Javier Hinojosa, P.E.

Date: 6/4/08

BCAP Payment Request

Grand Total

J.M. Construction	Contractor Name	Application No.: 3 (RETAINAGE)
01/25/08	Starting Date	Application Date: 06/03/08
04/10/08	Project Ending Date	Period To: 04/10/08
Hilda Subdivision - Ester Street	Engineer's / County Project Description	Engineer's / County Project No: 5020-061-21

					Schedule Value		Work Previously Completed		This Period		Total Completed To Date		Balance To Finish	
No.	Item Code	Description	Unit	Rate	Quan.	Dollars	Quan.	Dollars	Quan.	Dollars	Quan.	Dollars	Quan.	Dollars
1	100	Preparing ROW	STA	$ 550.00	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -
2	100	Preparing ROW (Subgrade Preparation & Excavation)	STA	$ 400.00	13.43	$ 5,372.00	13.43	$ 5,372.00	0.00	$ -	13.43	$ 5,372.00	0.00	$ -
3	134	Backfill (TY A)	STA	$ 500.00	13.43	$ 6,715.00	13.43	$ 6,715.00	0.00	$ -	13.43	$ 6,715.00	0.00	$ -
4	247	FLBS (Compl In Place) (TY D GR6 CL4)	SY	$ 3.20	4178.00	$ 13,369.60	4,178.00	$ 13,369.60	0.00	$ -	4,178.00	$ 13,369.60	0.00	$ -
5	251	Reworking Base Material (DC) (TY D CL 2)	SY	$ 4.50	4178.00	$ 18,801.00	4,178.00	$ 18,801.00	0.00	$ -	4,178.00	$ 18,801.00	0.00	$ -
6	262	Lime Trt For BS CRSE (NEW BS)	SY	$ 2.20	4178.00	$ 9,191.60	4,178.00	$ 9,191.60	0.00	$ -	4,178.00	$ 9,191.60	0.00	$ -
7	502	Barricades, Signs and Traffic Handling	MO	$ 1,000.00	2.00	$ 2,000.00	2.00	$ 2,000.00	0.00	$ -	2.00	$ 2,000.00	0.00	$ -
8	529	18" Low Profile Curb & Gutter	LF	$ 6.20	2520.00	$ 15,624.00	2,520.00	$ 15,624.00	0.00	$ -	2,520.00	$ 15,624.00	0.00	$ -
9	530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	$ 7.00	242.00	$ 1,694.00	242.00	$ 1,694.00	0.00	$ -	242.00	$ 1,694.00	0.00	$ -
10	530	Driveway (Concrete 300 PSI)	SY	$ 43.00	97.00	$ 4,171.00	97.00	$ 4,171.00	0.00	$ -	97.00	$ 4,171.00	0.00	$ -
11	530	Turnouts (ASPH-CONC-PAV) (PBS-2)	SY	$ 8.00	60.00	$ 480.00	60.00	$ 480.00	0.00	$ -	60.00	$ 480.00	0.00	$ -
12	556	15" ADS Culvert Pipe	LF	$ 14.00	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -
13	556	18" RCP Culvert Pipe	LF	$ 28.00	140.00	$ 3,920.00	140.00	$ 3,920.00	0.00	$ -	140.00	$ 3,920.00	0.00	$ -
14	556	Safety End Treatments	EA	$ 600.00	4.00	$ 2,400.00	4.00	$ 2,400.00	0.00	$ -	4.00	$ 2,400.00	0.00	$ -
15	5249	Temp Sediment Control Fence	LF	$ 7.00	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -
16	5249	Temp Sediment Control Fence (Remove)	LF	$ 7.00	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -
17														
18														
19														
20														
21														
22														
23														
24														
23														
						$ 83,738.20		$ 83,738.20		$ -		$ 83,738.20		$ -

Prepared and Checked By:

Signature: Javier Hinojosa

Printed Name: Javier Hinojosa, P.E.

Date: 6/4/08

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON **April 10, 2008** A FINAL INSPECTION was made of the project herein described:

CONTRACT

DATE: **November 20, 2007**

OWNER: **Hidalgo County Precinct No. 3**

CONSTRUCTION CONTRACTOR: **Juan Mendoza Corporation dba J.M. Construction** OF THE CITY OF **WESLACO**, STATE OF TEXAS.

PROJECT DESCRIPTION

CONSTRUCTION OF: **Border Colonia Access Project**
Hilda Subdivision/Ester Street
CONTRACT # **C-CAP-07-025-11-20**
Located in or near the **Hidalgo County Precinct #3**

THIS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exception: **None**

2. That the sum of (0), deducted from final payment of the **Juan Mendoza Corporation dba J.M. Construction**, is a fair and equitable settlement for the foregoing except work.

3. That **Juan Mendoza Corporation dba J.M. Construction**, has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That **Juan Mendoza Corporation dba J.M. Construction**, has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good faulty workmanship and/or materials discovered in the work within a period of one year from date of final inspection, as provided in said contract.

5. | | |
   |---|---|
   | Amount of Original Contract : | $75,926.20 |
   | Present Amount of Contract: | $83,738.20 |
   | Total Amount of earned to date: | $83,738.20 |
   | Less: previous payments: | $75,364.38 |
   | Authorized deductions: | $ 0.00 |
   | **AMOUNT OF FINAL PAYMENT:** | **$ 8,373.82** |

6. That the final payment in the amount of **($8,373.82)** is now due and payable.

CONCURERED BY:

Juan Mendoza Corporation dba J.M. Construction

By: _____
Juan Mendoza, President

Javier Hinojosa Engineering

By: _____
Javier Hinojosa, P.E.

Hidalgo County

By: _____
Juan D. Salinas, III, County Judge

AI-9913 **20.G.2.**

BCAP PCT #3 - AWARD EL SOL I & II
CC REGULAR

Date: 07/01/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

Presentation for discussion, consideration and action on a recommendation by project engineer Javier Hinojosa to award to the lowest bidder meeting all specifications for bid No CAP-08-021-06-04-LRM Paving & Drainage Construction for El Sol #1 & El Sol #2 Subdivision and approval of contract subject to Legal Review

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1311-431-00-123-250-0-733/734
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Obj. Code 733 available balance as of 06/25/08 $ 84,220.57
Obj. Code 734 available balance as of 06/25/08 $ 170,993.27

FISCAL YEAR: **ACCT. #:** 8-1311-431-00-123-251-0-733/734
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Obj. Code 733 Available balance as of 06/25/08 $ 121,668.83
Obj. Code 734 Available balance as of 06/25/08 $ 198,512.29

Attachments

Link: AWARD

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/25/2008 04:18 PM	APRV
2	Budget & Management	Veronica Lopez	06/25/2008 04:26 PM	APRV
3	Erika Reyna	Erika Reyna	06/25/2008 04:49 PM	APRV
4	Auditor's Office	Linda Fong	06/26/2008 06:03 PM	APRV
5	Veronica Lopez	Veronica Lopez	06/27/2008 07:59 AM	APRV
6	Erika Reyna	Erika Reyna	06/27/2008 08:09 AM	APRV
7	Court Administrator	Angela Garcia	06/27/2008 10:18 AM	APRV

Form Started By: Laura Moya

Started On: 06/25/2008 02:45 PM

Final Approval Date: 06/27/2008

laura.moya 9913

From: Pete Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Wednesday, June 25, 2008 9:57 AM
To: martha.salazar@co.hidalgo.tx.us; Laura Moya
Cc: 'NORMA CEBALLOS'; 'Valde'; 'Rossana Schettino'; 'dina trevino'
Subject: Recommendation for award - 2nd Call Colonias Projects, El Sol I and II; CSJ: 2C1080250 and 2C1080251 respectively
Attachments: Pete Vargas (agapito.vargas@co.hidalgo.tx.us).vcf; memo purchasing reg contract award el sol I II 25jun08.pdf

Marty, Commissioner Jose M. Flores is requesting to place the above-subject item on Commissioner's Court for Tuesday, 1st July 2008.

Precinct 3 is requesting Court approval to award contract to the low bidder for the above-referenced Colonia Access Program road and drainage construction projects. These projects are being carried by Javier Hinojosa Engineering. The low bidder for this project is Asago Construction, LLC. with a low bid of $536,001.00. There were six other bidders namely: Valley Paving Inc., J.M. Construction, Jimmy Closner & Sons Construction Co., Sascon, Inc., IOC Company, LLC and D.M. Roth Excavating.

Attached is the letter of recommendation from Javier Hinojosa Engineering.

Account Number: 8-1311-431-00-123-250-0-733 & 734 – El Sol I and 8-1311-431-00-123-251-0-733 & 734.

Agapito Vargas, Jr.; Executive Director
Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78589
(956)787-1891 Office
(956)207-9850 Cell
(956)787-4683 FAX
agapito.vargas@co.hidalgo.tx.us

Hidalgo County
Border Colonias Access Program

24 June 2008

Sharon Slagle, Colonia Project Manager
Texas Department of Transportation
600 West Expressway 83
Pharr, TX 78577

Re: Bid Award Number CAP-08-021-06-04-LRM 2nd Call; El Sol #1 and El Sol #2 CSJ: 2C1080250 and 2C1080251 respectively

Dear Sharon:

Attached please find information regarding the award of the above-referenced 2nd Call Colonias Project for road construction and drainage.

Please be advised that the County will proceed to award the bid based on the following:

1). Engineers Recommendation
2) Bidder meets all County requirements
3) Bid is the lowest of bids received
4) Cost Breakdown
5) TXDOT Concurrence

Javier Hinojosa Engineering has reviewed bids and tabulations and is recommending Asago Construction, LLC as the low bidder for the above-referenced project. The amount budgeted for roadwork for El Sol #1 is $202,876 and for El Sol #2 is $235,968 for road construction and El Sol #1 was allocated $100,950.00 and El Sol #2 was allocated $145,200.00 for drainage work. The grand total for both projects is $684,994.00. Funds will be transferred from within both projects to meet any shortfalls (Refer to Cost Breakdown). Paving will be done by County Precinct staff.

The award will be to the low bidder Asago Construction LLC for the bid in the amount of $536,001.00. The bids received were as follows:

- Asago, LLC $536,001.00
- Valley Paving Inc. $540,929.10
- J.M. Construction $570,000.00
- Jimmy Closner & Sons Construction Co. $647,940.60
- Sascon, Inc. $662,153.00
- IOC Company, LLC $677,637.88
- D. M. Roth Excavating $724,375.07

Commissioner Jose M. Flores concurs with the engineering firm's recommendation and will present the recommendation to Commissioner's Court for approval, once concurrence has been provided by TXDOT.

Please note that the County Commissioner's Court will award the contract pending TXDOT concurrence.

If you require additional information, please feel free to contact me at 787-1891 or on my cell phone at 207-9850.

Sincerely Yours,

Agapito Vargas Jr., Director
Hidalgo County Colonias Access Program Director

Cc: Commissioner Jose M. Flores, Hidalgo County Precinct 3
Valde Guerra, Commissioner's Court Executive Officer
Norma Ceballos, Executive Assistant Precinct 3
Rossana Schettino, HCCAP Auditor
Laura R. Moya, HCCAP Buyer II
Project files

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

June 23, 2008

Commissioner Joe M. Flores
Hidalgo County Precinct 3
724 N. Breyfogle
Mission, Texas 78572

Re: Colonia Access Program Round II
Bid No. CAP-08-021-06-04-LRM
El Sol #1 Subdivision and El Sol #2 Subdivision Paving & Drainage Construction

Dear Commissioner Flores,

Bids were received and opened for the Colonia Access Program Bid No. CAP-08-021-06-04-LRM El Sol #1 Subdivision and El Sol #2 Subdivision on June 4, 2008. A total of seven bids were received with Asago Construction, LLC being the low bidder with a total base bid of $536,001.00. Attached is a copy of the bid tabulation for your review. This project involves the reconstruction of the streets within the El Sol #1 Subdivision and El Sol #2 Subdivision. The Asago Construction, LLC is a reputable firm who has constructed several projects within Hidalgo County. We recommend award of the contract to Asago Construction, LLC in the amount of $536,001.00.

If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

cc: Mr. Agapito Vargas, Director, Colonia Access Program (Fax No. 787-4683)

RECEIVED
Yolie Jackson
JUN 25
Hidalgo County
PRECINCT #2

S:\Office Documents\JHE2008\LETTERS-2008\BID RECOMMENDATION\Flores-Joe-M-06-23-08.doc

416 E. Dove Avenue
McAllen, Texas 78504
Tel: (956) 668-1588
Fax: (956) 994-8102
javhin@rgv.rr.com

BID TABULATION SHEET
Hidalgo County Precinct #3
Hidalgo County Colonia Access Program Project Round II
El Sol #1 Subdivision and El Sol #2 Subdivision
Bid # CAP-08-021-06-04-LRM
Bid Date: June 4, 2008 @ 9:30 a.m.

Bidder	Total Base Bid	Bid Bond
1. Asago, LLC	$536,001.00	Y
2. Valley Paving, Inc.	$540,929.10	Y
3. J.M. Construction	$570,000.00	Y
4. Jimmy Closner & Sons Construction Co.	$647,940.60	Y
5. Sascon, Inc.	$662,153.00	Y
6. IOC Company, LLC	$677,637.88	Y
7. D.M. Roth Excavating	$742,375.07	Y

AI-9919 **20.H.1.**

HCSO-Requesting Authority to Advertise for the (non-awarded MTI Electronic Syst)-"Maintenance/Service to the Adult Detention Electronic System"

CC REGULAR

Date: 07/01/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Requesting authority to advertise and approval of draft specifications as attached hereto for "Service & Maintenance to Adult Detention Facility Electronics System" (for the non-awarded item MTI Electronic System and as previously advertised and bid out under Bid # 08-09203-19-Rol)

BACKGROUND

Draft Specifications

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-423-21-280-002-0-431
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$50,302.27 available balance as of 06/26/08.

Attachments

Link: Draft Specs

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/25/2008 11:08 PM	APRV
2	Budget & Management	Veronica Lopez	06/26/2008 07:50 AM	APRV
3	Rey Salazar	Rey Salazar	06/26/2008 11:43 AM	APRV
4	Auditor's Office	Linda Fong	06/26/2008 05:56 PM	APRV
5	Court Administrator	Angela Garcia	06/27/2008 10:18 AM	APRV

Form Started By: Letty Saenz Started On: 06/25/2008 03:29 PM

Final Approval Date: 06/27/2008

EXHIBIT "A"

HIDALGO COUNTY SHERIFF'S OFFICE
"MAINTENANCE SERVICE TO THE ADULT DETENTION ELECTRONICS SYSTEM"
RFSQ No. 08-138A-05-28

SPECIFICATIONS

Project Overview:

The County of Hidalgo Texas Sheriff's Office is seeking a qualified vendor (s) to conduct a "MAINTENANCE SERVICE TO ADULT DETENTION ELECTRONICS SYSTEM" on an only "As Needed Basis" including, but not limited to, the following:

Requirements, Terms & Conditions

1. ALL COSTS AND EXPENSES ASSOCIATED WITH THE PREPARATION AND SUBMISSION OF ALL QUOTES SHALL BE THE RESPONSIBILITY OF THE BIDDER AND NO REIMBURSEMENTS FOR SUCH CHARGES OR EXPENSES SHALL BE PASSED ONTO HIDALGO COUNTY.

2. HIDALGO COUNTY MAY UTILIZES STATE AWARDED CONTRACTS WHENEVER IT IS IN THE COUNTY'S BEST INTEREST TO DO SO.

3. VENDOR SHALL HAVE BEEN IN BUSINESS (IN THIS FIELD) FOR A MINIMUM OF THREE (3) YEARS.

4. A LIST OF A MINIMUM OF TWO (2) CURRENT REFERENCES/CONTRACTS FOR ANY STATE, LOCAL POLITICAL SUBDIVISION, PRIVATE SECTOR OR ANY OTHER LAW ENFORCEMENT AGENCY MUST BE SUBMITTED WITH YOUR QUOTE. INFORMATION SHOULD INCLUDE, BUT NOT LIMITED TO THE FOLLOWING:

   A). COMPANY
   B). CONTACT PERSON
   C). PHONE NUMBER
   D). WORK PERFORMED
   E). CONTRACT TERM

5. VENDOR SUBMITTING QUOTE WILL USE AUTHORIZED SERVICE TECHNICIANS FOR:

   A- MANUFACTURED THROUGH **MONTGOMERY TECHNOLOGY INCORPORATED** HARDWARE AND SOFTWARE:

      1. SYSTEM INTERFACE CONTROL PANEL BOARDS
      2. TOUCH SCREEN MONITOR SYSTEMS
      3. OPENING AND/OR CLOSING JAIL DOOR LOCKING SYSTEM
      4. CAMERAS AND INTERCOM SYSTEMS PROGRAMABLE LOGIC CONTROLLERS

6. VENDORS SUBMITTING QUOTE MUST WARRANTY ALL WORK PERFORMED.

EXHIBIT "A"
Cont..

HIDALGO COUNTY SHERIFF'S OFFICE
"MAINTENANCE SERVICE TO THE ADULT DETENTION ELECTRONICS SYSTEM"
RFSQ No. 08-138A-05-28

SPECIFICATIONS

7. THE INITIAL CONTRACT TERM FOR THIS PROJECT WILL BE FOR ONE (1) YEAR BUT IN NO EVENT TO EXCEED THE $25,000.00 STATUTORY BID LIMIT (PER CALENDAR YEAR) WITH THE COUNTY'S OPTION TO EXTEND FOR THREE (3) ADDITIONAL ONE (1) YEAR TERMS UNDER THE SAME RATES, TERMS AND CONDITIONS.

8. VENDOR MUST SUBMIT AND MAINTAIN ALL PROPER INSURANCES FOR THE DURATION OF WORK TERM (REFER TO EXHIBIT C).

9. ALL PRICES FOR INSPECTIONS, REPAIRS AND MAINTENANCE SHALL INCLUDE CONSIDERATION FOR HOURLY RATE PLUS PARTS PERCENTAGE MARK UP (IF APPLICABLE).

10. ALL BILLING INVOICES WILL BE ITEMIZED (PARTS, LABOR, ETC....)

11. AWARD: HIDALGO COUNTY RESERVES THE RIGHT TO:

A- SEPARATE AND ACCEPT, OR ELIMINATE ANY ITEMS(S) LISTED UNDER THIS QUOTE THAT IT DEEMS NECESSARY TO ACCOMMODATE BUDGETARY AND/OR OPERATIONAL REQUIREMENTS;

B- REJECT ANY OR ALL QUOTES SUBMITTED AND FURTHER RESERVES THE RIGHT TO DESIGN THE EVALUATION CRITERIA TO BE USED IN SELECTING THE LOWEST SELECTING THE LOWEST AND BEST BID FOR APPROVAL; AND

C- AWARD THE BID TO ONE BIDDER OR TO MULTIPLE BIDDERS IF THE COUNTY DETERMINES IT IS IN THE BEST INTEREST TO DO SO.

1- RESPOND TIME UPON CALL ON REGULAR BASIS: _____ HOURS

RESPOND TIME UPON CALL ON EMERGENCY BASIS: _____ HOURS

2- TRAVEL TIME FROM AREA: (HOW MANY TIMES WE WILL BE CHARGED TRAVEL EXPENSES UPON CALL) _____

3- WHAT WILL BE THE TRAVEL COST BY FEE ON HOURLY RATE: _____

VENDOR MUST BE ABLE TO RESPOND WITHIN REASONABLE TIME FOR ONSITE REPAIRS.
VENDOR MUST ALSO BE AVAILABLE FOR TROUBLE SHOOTING VIA TELEPHONE.
PLEASE SUBMIT A RESPOND:

TIME TO LOCATION _____

RESPOND TIME FOR TROUBLESHOOTING. _____

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE
"MAINTENANCE SERVICE TO THE ADULT DETENTION ELECTRONICS SYSTEM"
RFSQ No. 08-138A-05-28

BID PAGE

Repairs should be for an hourly / time repair rate with mark up rate for parts. Any and all additional fees should be included in bid price (Reference to Exhibit "A" Specifications). (Please fill in time)

I- MTI ELECTRONIC SYSTEM:

A. Technician Hourly Rate _____ Normal Business Hours _____ A.M. to _____ P.M.

B. Technician Hourly Rate _____ After Hours, Weekends & Holidays _____ A.M. to _____ P.M.

C. Mark Up (%) Rate for Electronics Parts: _____

D. Mark Up (%) Rate for Mechanical Parts: _____

II- TROUBLE SHOOTING (PHONE) FEE PER HOUR: _____

PLEASE SPECIFY WHAT TIME FEE STARTS FOR TECHNICIAN: _____

PLEASE STATE ALL WARRANTIES: _____

VENDOR / COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____ **FAX NUMBER:** _____

AUTHORIZEDSIGNATURE: _____**PRINTED NAME**_____

TITLE _____ **DATE:** _____

AI-9885 **20.I.1.**

Replacement of A/C Units to Restitution Center and Boot Camp Facilities

CC REGULAR

Date: 07/01/2008
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Adult Probation

Information

CAPTION

Presentation for discussion, acceptance and approval of a proposal from Johnson Controls, Inc., through the county's participation/membership with TXMAS 05-03FAC020-HVAC Maintenance & Service for the provision of labor and materials but not limited to any other accessories as may be needed for a turnkey solution for: Replacement of A/C Units at the Restitution Center and Boot Camp Facilities (i.e. A/C Installation and/or improvements to Hidalgo County's Restitution Center and Boot Camp) Project will begin with Dorms A&B due to urgency to have them ready by August 04, 2008 in an amount not to exceed $_____with authority to issue a PO for same amount for project #2008253.

BACKGROUND

As per walk thru held on June 03, 2008 and the recommendations of Buildings & Grounds replacement of A/C units and or improvements to existing units are needed. As per meeting held on June 24, 2008 recommendations were prioritized to begin with Dorms A&B with installation of new units. As per Mr. Joe Lopez, Adult Probation Director projected time to begin with drug treatment program is scheduled for August 04, 2008.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1297-423-00-320-008-8-671
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance of $61,799.49 as of 06/26/08

Attachments

Link: Johnson Controls

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/25/2008 11:08 PM	APRV
2	Budget & Management	Veronica Lopez	06/26/2008 07:49 AM	APRV
3	Veronica Lopez	Veronica Lopez	06/27/2008 08:54 AM	APRV

4	Auditor's Office	Linda Fong	06/27/2008 09:43 AM	APRV
5	Court Administrator	Angela Garcia	06/27/2008 10:17 AM	APRV

Form Started By: Oscar Garza

Started On: 06/24/2008 04:47 PM

Final Approval Date: 06/27/2008

Johnson Controls

YORK
A JOHNSON CONTROLS COMPANY

TXMAS

TXMAS-05-03FAC020 – HVAC Maintenance & Service

6-25-08 (Installation of 6 DX Split AC Units)

Hidalgo County
Purchasing Department
100 E. Cano, 4th Floor
Administration Building
Edinburg, TX 78539

Attn: Mr. Oscar Garza

Subject: Proposal TXMAS Preferred Customer Pricing - *TXMAS-05-03FAC020* – HVAC Maintenance & Service

1) **"Hidalgo County Boot Camp - Dormitory A & B (QTY 6) DX Split A/C System Installations"**

To Whom It May Concern:

Johnson Controls Service is pleased to present the following **TXMAS** proposal. We propose to furnish the service specified herein at prices stated and in accordance with Johnson Controls standard terms and conditions. Johnson Controls would like to submit the following proposal for your review and approval.

Scope of Work Per Each Individual AC Unit Of The Six Being Replaced:

- **Isolate each system where required**
- **Lock out tag out any & all electrical required**
- **Recover refrigerant per EPA standards where necessary**
- **Demo old defective DX Split Systems**
- **Install Six New Multiple DX Split Systems ranging from 3.5 Tons to 6 Tons of Cooling**
- **Make necessary transitions on existing sheet metal to each Air Handler Unit**
- **Weld copper tubing where necessary**
- **Check for leaks**
- **Insulate suction lines**
- **Re-wire utilizing existing disconnects & electrical**
- **Utilize existing T-stat & controls**
- **Weigh in refrigerant charge to each unit**
- **Provide customer with any further recommendations**

Exclusion & Responsibilities

- Any repairs outside this proposal's scope of work are excluded unless another proposal is requested or change order.
- Overtime is not included & excluded completely from this proposal unless the customer requests a quote for work done on overtime.
- Upgrades on ducting is excluded
- Upgrades to existing electrical is excluded
- Upgrades on controls or control devices are excluded
- Concrete work is excluded
- Fence removal or repairs are excluded
- Additional Insulation is excluded
- Air balance is excluded

Recommendations

- It is our sincere recommendation that a maintenance & service agreement be provided after the work is complete for these AC units. In order to help maintain them properly.

Johnson Controls

YORK
A JOHNSON CONTROLS COMPANY

TXMAS

TXMAS-05-03FAC020 – HVAC Maintenance & Service

The price for the above work & equipment is: *49,477.89* +*plus any applicable taxes.*
Thank you for the opportunity to quote on this valued inquiry and your interest in Johnson Controls, Inc. Maintenance and Energy Services. Quote is good for 30 days from the above date. All work to be performed during normal business hours (Mon. thru Fri. from 8am to 5pm).

*** Proprietary:**

Johnson Controls, as a benefit to you, has developed the concepts detailed in this proposal on 6/25/2008. These are considered by Johnson Controls to be confidential and proprietary. These ideas and concepts remain the sole property of Johnson Controls, Hidalgo County acknowledge and agree to honor our proprietary right to the contents of this proposal and refrain from disclosing such content or any information to any third party, without the prior written consent of Johnson Controls. Any unauthorized use of these ideas and concepts is strictly prohibited.

Mobilization Fee:

30% of the total amount will be invoiced upon the order of the equipment & materials necessary to complete the job.

Closing:

Again, thank you for your interest in Johnson Controls. Please contact me if you have any questions or comments. I look forward to working with you.

Assuring you our best attention at all times.

Respectfully,

Lonnie Cavazos
Johnson Controls, Inc.
York Service
Account Executive
Rio Grande Valley
Office 956.535.2718
Fax 956.428.1591
Adalberto.cavazos@jci.com

Approved and recommend to award:

Joe Lopez

Joe Lopez, Adult Probation Director

6/26/08
Date

Funds available thru Adult Probation Acct#: 8-1297-423-00-320-008-8-671

Johnson Controls

YORK
A JOHNSON CONTROLS COMPANY

TXMAS

TXMAS-05-03FAC020 – HVAC Maintenance & Service

* SIGNATURE REQUIRED FOR AUTHORIZATION TO PROCEED *

- If this proposal is approved please fill out this acceptance page & fax to (956) 428-1591. This will assist us with scheduling & ordering any part necessary to proceed with the work.

By(print):_____

Title:_____

Signature:_____

*** Purchase Order:**_____

Date:_____

Johnson Controls

YORK
A JOHNSON CONTROLS COMPANY

TXMAS

TXMAS-05-03FAC020 – HVAC Maintenance & Service

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1 SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "in-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent.

Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBS, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.

2. INVOICING & PAYMENTS. Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an advance payment equal to 30% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder and purchaser agrees to pay Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. WARRANTY. Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Johnson, for a period of one (1) year from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson receives from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson of any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment. For equipment not installed by Johnson, if Purchaser returns the defective equipment to Johnson within thirty (30) days after appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by Purchaser. These warranties not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

5. LIABILITY. Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.

6. TAXES. The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price; all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.

7. DELAYS. Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.

8. COMPLIANCE WITH LAWS. Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

9. DISPUTES. All disputes involving more than $15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

10. INSURANCE. Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.

11. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the-indemnifying Party.

12. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

13. Entire AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

14. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

AI-9844 **21.A.**

Interdept. Transfer for Indigent Defense
CC REGULAR

Date: 07/01/2008
Submitted By: Veronica Lopez, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Indigent Defense:
Approval of 2008 interdepartmental transfer from Countywide Administration - Contingency to Indigent Defense (1100) in the amount of $450.00.

BACKGROUND

Transfer needed to fund negative balance for object code 260 "Workers Comp" and remainder of 2008.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-41X-00-XXX-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> 8-1100-412-00-009-003-0-260 $450.00, Funds available as of 6/20/08.

Attachments

Link: Interdept. Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	acastro	06/20/2008 03:59 PM	APRV
2	Ivan Cantu	Ivan Cantu	06/23/2008 08:10 AM	APRV
3	Auditor's Office	Linda Fong	06/25/2008 05:31 PM	APRV
4	Purchasing Department	Marty Salazar	06/25/2008 05:55 PM	APRV
5	Court Administrator	Monica Badillo	06/26/2008 09:04 AM	APRV

Form Started By: Veronica Lopez Started On: 06/20/2008 03:30 PM

Final Approval Date: 06/26/2008

DATE: June 20, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Management for Indigent Defense

ACCOUNT NUMBER: 8-1100-41X-00-XXX-00X-0-XXX

2008
Transfer
AI-9844

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1100-415-00-115-002-0- 899	Co Wide Adm- Contingency	(450.00)
TO		
8-1100-412-00-009-003-0- 260	Indigent Defense- Workers Compensation	450.00
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON: Interdepartmental Transfer from County Wide Administration- Contingency to Indigent Defense- Workers Comp. to fund negative balance and remainder of 2008.

Approved by

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-9891 **21.B.**

Appraisal Fees for quarter ending 9-30-08 interdept transfer
CC REGULAR

Date: 07/01/2008
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

General Fund-Appraisal Fees:
Approval of 2008 interdepartmental transfer from Countywide Administration - Contingency to General Fund - Appraisal Fees (1100) in the amount of $17,530.23.

BACKGROUND

To fund appraisal fees due to the Hidalgo Co. Appraisal District for the quarter ending September 30, 2008 for G/F only. A memo dated 6-19-08 was sent from Auditor's office to DBM making transfer request.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-XXX-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> 8-1100-415-00-000-000-0-854 $17,530.23 to fund payment to be made to the Appraisal District for the quarter ending 9-30-08 for appraisal fees for G/F only.

Funds available as of 06/25/08.

Additional funding of $311,176.77 will be needed at a later time (by 10-1-08) for various funds for payment of appraisal fees due for the quarter ending 12-31-08.

Attachments

Link: Appraisal Fees interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	06/25/2008 09:36 AM	APRV
2	Budget & Management	Veronica Lopez	06/25/2008 10:06 AM	APRV
3	Veronica Lopez	Veronica Lopez	06/25/2008 10:24 AM	APRV
4	Auditor's Office	Linda Fong	06/25/2008 05:33 PM	APRV
5	Purchasing Department	Marty Salazar	06/25/2008 05:55 PM	APRV

6	Court Administrator	Monica Badillo	06/26/2008 09:05 AM	APRV
Form Started By: Ivan Cantu			Started On: 06/25/2008 09:18 AM	
Final Approval Date: 06/26/2008				

DATE: June 25, 2008

DEPARTMENT HEAD: Valde Guerra

2008
Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for General Fund-Appraisal Fees

ACCOUNT NUMBER: 8-1100-415-00-XXX-00X-0- XXX

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
8-1100-415-00-115-002-0- 899	Co. Wide Adm.-	Contingency	(17,530.23)
TO			
8-1100-415-00-000-000-0- 854	Gen Fund-	Appraisal Fees	17,530.23
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund appraisal fees due to the Hidalgo Co. Appraisal District for the quarter ending 9-30-08. Additional funding of $311,176.77 will be needed at a later time, by 10-1-08, for various funds to fund payment for the quarter ending 12-31-08.

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-9916 **21.C.**

2008 BA for Tax Notes 2007 - IT (CIJS) 1302
CC REGULAR

Date: 07/01/2008
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Tax Notes, 2007:
Approval of 2008 appropriation of funds for the Tax Notes, 2007-Common Integrated Justice System (1302) in the amount of $126,400.00.

BACKGROUND

refer to AI 9915 under IT Dept (Odyssey Project).

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1302-412-00-200-009-0-747
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

2008 appropriation of funds in the amount of $126,400.00. Funds available for appropriation as of 6/25/08.

Attachments

Link: 2008 BA for Tax Notes 2007 - CIJS Project (1302)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/25/2008 04:05 PM	APRV
2	Ivan Cantu	Ivan Cantu	06/25/2008 04:17 PM	APRV
3	Auditor's Office	Linda Fong	06/26/2008 05:53 PM	APRV
4	Purchasing Department	Marty Salazar	06/27/2008 08:06 AM	APRV
5	Court Administrator	Angela Garcia	06/27/2008 10:18 AM	APRV

Form Started By: Dale Kennan Started On: 06/25/2008 03:21 PM

Final Approval Date: 06/27/2008

DATE: June 25, 2008

2008
Transfer

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Mgmt. for Tax Notes 2007 - IT (CISJ) (1302)

ACCOUNT NUMBER: 8-1302-412-00-200-009-0-747

Contact Person: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1302-412-00-200-009-0-747	TAX NOTES,2007-COMN INTGR JUST SYS-SFTWR	126,400.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 126,400.00

REASON: To appropriate funding for TAX NOTES,2007-COMN INTGR JUST SYS-SFTWR to cover pending pruchase of Phase One of CIJS project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-9786 **21.D.**

FY 08 Edward Byrne Justice Assistance Grant (JAG)
CC REGULAR

Date: 07/01/2008
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Edward Byrne Memorial:
1. Public Hearing on the FY 2008 Edward Byrne Justice Assistance Grant (JAG) Program Application/Strategies/Narrative.
2. Discussion, consideration, review, and approval of the program application/strategies/narrative of the FY 2008 Edward Byrne Justice Assistance Grant.

BACKGROUND

Authorization to apply for the FY 2008 JAG grant was approved by CC on 6-10-08, refer to AI 9691/20.I.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Hidalgo Co. is eligible to receive $43,544.00 for the 2009 Grant Year for the JAG grant. Funds will be used to supplement Salaries & Fringes. Please refer to budget narrative Attachment #2.

Attachments

Link: application
Link: Narratives

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	06/13/2008 01:53 PM	APRV
2	Ivan Cantu	Ivan Cantu	06/13/2008 02:36 PM	APRV
3	Auditor's Office	Linda Fong	06/26/2008 05:55 PM	APRV
4	Purchasing Department	Marty Salazar	06/27/2008 08:04 AM	APRV
5	Court Administrator	Angela Garcia	06/27/2008 10:17 AM	APRV

Form Started By: Manuel Chapa — Started On: 06/12/2008 04:20 PM

Final Approval Date: 06/27/2008

OMB Approval No. 0348-0043

APPLICATION FOR FEDERAL ASSISTANCE

2. DATE SUBMITTED	Applicant Identifier
3. DATE RECEIVED BY STATE	State Application Identifier
4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

1. TYPE OF SUBMISSION:

Application	*Preapplication*
☐ Construction	☐ Construction
☐ Non-Construction	☒ Non-Construction

5. APPLICANT INFORMATION

Legal Name: Hidalgo County

Organizational Unit: County Judge

Address (*give city, county, state, and zip code*):
100 E. Cano St. 2nd Floor
Edinburg Tx 78539

Name and telephone number of the person to be contacted on matters involving this application (*give area code*)
Manuel Chapa
956-292-7025

6. EMPLOYER IDENTIFICATION NUMBER (EIN):
7 4 - 6 0 0 0 7 1 7

7. TYPE OF APPLICANT: (*enter appropriate letter in box*) B

A. State
B. County
C. Municipal
D. Township
E. Interstate
F. Intermunicipal
G. Special District
H. Independent School Dist.
I. State Controlled Institution of Higher Learning
J. Private University
K. Indian Tribe
L. Individual
M. Profit Organization
N. Other (Specify): _____

8. TYPE OF APPLICATION:

☐ New ☒ Continuation ☐ Revision

If Revision, enter appropriate letter(s) in box(es): ☐ ☐

A. Increase Award B. Decrease Award C. Increase Duration
D. Decrease Duration Other (*specify*):

_____

9. NAME OF FEDERAL AGENCY:
Bureau of Justice Assistance

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 1 6 . 7 3 8

TITLE: Edward Byrne Memorial Justice Assistance Grant Program

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:
Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Hidalgo County Auxiliary Court

12. AREAS AFFECTED BY PROJECT (*cities, counties, states, etc.*):
Hidalgo County

13. PROPOSED PROJECT:

Start Date	Ending Date
Oct 1, 2007	Sept 30 2011

14. CONGRESSIONAL DISTRICTS OF: 15

a. Applicant

b. Project

15. ESTIMATED FUNDING:

a. Federal	$ 43,544	.00
b. Applicant	$	.00
c. State	$	.00
d. Local	$	.00
e. Other	$	.00
f. Program Income	$	.00
g. TOTAL	$ 43,544	.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:

DATE _____

b NO. ☐ PROGRAM IS NOT COVERED BY E.O. 12372

☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

☐ Yes If "Yes," attach an explanation. ☒ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED

a. Typed Name of Authorized Representative	b. Title	c. Telephone number

d. Signature of Authorized Representative	e. Date Signed

Previous Editions Not Usable

Standard Form 424 (REV 4-88)
Prescribed by OMB Circular A-102

2008-F4375-TX-DJ
Program Narrative (Attachment I)

Hidalgo County is 1,588 square miles and is located at the south most tip of the state of Texas. Its southern border covers seventy-eight miles of Texas/Mexico border along the Rio Grande River. As per most recent census estimates, Hidalgo County reflects a population of slightly over 700,000.

As a result of its proximity to the border, Hidalgo County experiences a high volume of criminal activity that is stemmed by various factors including a high unemployment rate, economically disadvantaged households, below national average education levels, illegal immigrant entries, drug trafficking and human smuggling, among others.

The aforementioned factors along with the increasing population have an exponential and adverse effect on the overall criminal justice system in Hidalgo County. (see Exhibit A)

EXHIBIT A:

Number of criminal cases filed in Hidalgo County District Courts:

COURT	2005	2006	2007	TOTAL
92	731	809	808	2,348
93	732	761	822	2,315
139	791	853	832	2,476
206	860	888	833	2,581
275	702	788	673	2,163
332	805	847	828	2,480
370	719	778	776	2.273
389	749	816	712	2,277
398	797	788	725	2,310
430			298	298
449	35	106	493	634
TOTAL	6,921	7,434	7,800	22,155

The Hidalgo County criminal justice system is comprised, at the moment, of eleven (11) district courts, six county courts at law and two auxiliary courts (auxiliary court A and auxiliary court B). The auxiliary courts main purpose is to provide support to the district courts. This support is managed by having the auxiliary courts hear and dispose of the overflow of criminal cases from all of the eleven district courts. Ten district courts are housed in the Hidalgo County's main courthouse building, one district court is located at the Judge Mario E. Ramirez Juvenile Detention center, auxiliary court A is housed in the Hidalgo County courthouse annex and auxiliary court B is housed in the Hidalgo County administration building located across from the courthouse.

Hidalgo County data reflects the immense support the auxiliary courts have provided to all eleven district courts. This support has translated into having a more manageable criminal caseload for all eleven Hidalgo County District Courts thus improving Hidalgo County's stance in complying with an individuals' right guaranteed in the Sixth Amendment.

Since the JAG Program allows a recipient to support a broad range of activities to enhance or improve its criminal justice system, it is through the auxiliary courts that Hidalgo County has decided to utilize the Edward J. Byrne Memorial Justice Assistance Grant Program.

The auxiliary courts are a component of the entire Hidalgo County criminal justice system and their function and activities play an integral part in improving the criminal justice system in Hidalgo County.

Below is the full-time staff structure of the auxiliary courts in Hidalgo County:

Three Judges
Two Bailiffs
Two Court Reporters
One Court Coordinator
One Court Liaison

All staff members employed in these positions set forth a collaborative effort to ensure the criminal caseload system is processed timely and efficiently; however, due to the availability of funds from the JAG Program, Hidalgo County has decided to use the JAG Program monies to fund the staff positions of one Bailiff and the Court Coordinator.

Below is a summary of the activities these two staff member perform within the auxiliary courts; thus, improving the overall criminal justice system in Hidalgo County:

Bailiff:

The Bailiff is in charge of courtroom security and procedures in auxiliary court B, assures the courtroom is open and prepared for court sessions, oversees the maintenance of juries and witnesses, assists Judge, Coordinator and District Clerk's office with courtroom clerical duties, acts as a Spanish translator for the court, maintains order in the courtroom, completes and reviews various court-related forms assuring the documents are complete with all necessary information and signatures, conducts appropriate follow-up activities with defendants, including taking fingerprints, making copies of invoices, agreements and judgments and escorting defendants to jail.

2008-F4375-TX-DJ
Program Narrative (Attachment I) pg 3

Court Coordinator:

The Court Coordinator's functions encompass both auxiliary court A and auxiliary court B. The Court Coordinator maintains awareness of new developments in court administration, nationally and locally and maintains special materials and files relating to records, rules of procedures and other items relating to court activity; reviews files and makes sure the cases are set for a hearing, trial, etc. (makes sure the case is moving along smoothly); makes daily docket entries (from court hearings) on court files; acts as a liaison between the Judge and Counsel.

Again, the activities from these two staff positions have demonstrated a significant positive impact on the improvement of the criminal justice system in Hidalgo County through the auxiliary courts. They have proven to be essential and the prospect of not having these positions in place would have a profound adverse effect on the criminal justice system in Hidalgo County. Consequently, Hidalgo County has recognized the possibility of a shortfall of grant funding, particularly the Edward J. Byrne Memorial Justice Assistance Grant Program. Nonetheless, in the event that the statutory authority for the JAG Program would cease, the Judges and Budget Officer would petition the Hidalgo County Commissioners Court for a continuation of funding with the use of local funds.

Meanwhile, Hidalgo County will continue to use the JAG Program monies to fund the same Bailiff and Court Coordinator positions which were also funded by the JAG FY 05 and JAG FY 06 grants. As with the other JAG grants, the new JAG FY 08 grant will be utilized after the preceding JAG grant funds have been exhausted. Our projection reflects the JAG FY 08 grant will start funding these positions on July 15, 2009 and end on Dec. 7, 2009 approximately.

2008-F4375-TX-DJ
Budget Narrative (Attachment II)

Below is breakdown of the salaries and fringes for the Bailiff and the Court Coordinator. Due to limited funds from the JAG Grant Program, it was concluded the total JAG funds awarded would be enough to fund 4.621 months of salary and fringes for these two staff members from the Auxiliary Courts starting on July 15, 2009 and ending on Dec. 7, 2009. Hidalgo County will continue to use the JAG Program monies to continue funding the same Bailiff and Court Coordinator positions which were also funded by the JAG FY 05 and JAG FY 06 grants, and will be funded by JAG FY 07 too. The new JAG grant will be utilized after the preceding JAG grant funds have been exhausted. Hidalgo County Commissioners Court has approved interpreter pay. Interpreter pay is additional pay paid to certain employees who possess a skill in speaking another language other than English. Since Bailiffs interact with the public, the position requires they speak Spanish considering the high percentage of Spanish speaking people in Hidalgo County.

The following Budget Detail includes budgeted salary and fringe amounts. Computations were done based on 2007 figures. For simplicity purposes, some of these projected computations have been rounded.

Budget Detail:

Description	Monthly Amounts x the Number of Months 100%	Employee: Bailiff/ Interpreter Total Compensation for 4.621 Months
JAG-F/T Employee	3,065.67 * 4.621 months	14,166.46
JAG-Interpreter Pay	500.00 * 4.621 months	2,310.50
JAG-Health Insurance	347.00 * 4.621 months	1,603.49
JAG-Life Insurance	2.75 * 4.621 months	12.71
JAG-FICA	272.21 * 4.621 months	1,257.90
JAG-Retirement	346.52 * 4.621 months	1,601.27
JAG-Unemployment	36.28 * 4.621 months	167.65
JAG-Workers Comp.	152.32 * 4.621 months	703.87
	Total	21,823.85

2008-F4375-TX-DJ
Budget Narrative (Attachment II) pg. 2

Description	Monthly Amounts x the Number of Months 100%	Employee: Court Coordinator Total Compensation for 4.621 Months
JAG-F/T Employee	3,677.75 * 4.621 months	16,994.88
JAG-Interpreter Pay	0.00 * 4.621 months	0.00
JAG-Health Insurance	347.00 * 4.621 months	1,603.49
JAG-Life Insurance	2.75 * 4.621 months	12.71
JAG-FICA	281.35 * 4.621 months	1,300.10
JAG-Retirement	338.54 * 4.621 months	1,564.38
JAG-Unemployment	37.35 * 4.621 months	172.59
JAG-Workers Comp.	15.58 * 4.621 months	72.00
	Total	21,720.15

The salary computation in the Budget Detail was computed using the annual salary amount for each staff member divided by twelve months and multiplying the monthly amount by 4.621 months.

The fringes computation in the Budget Detail was computed using the actual rate Hidalgo County uses for each fringe and arriving to the monthly amount of fringes in relation to the employee's monthly salary. The monthly fringe amount was multiplied by 4.621 months.

Budget Summary:

Personnel	33,471.84
Fringes Benefits	10,072.16
Total Project Cost	43,544.00
Federal Request	43,544.00

2008-F4375-TX-DJ
Review Narrative (Attachment III)

The JAG FY 08 grant application was hand delivered to the Hidalgo County governing body, on June 17, 2008. Notification to the Hidalgo County residents of the JAG Grant Program was included in the Hidalgo County Agenda for the Hidalgo County Commissioner's Court meeting held on July 1, 2008. The JAG Grant Program was presented in public forum and was also televised on the area's public television channel, KMBH – 60. In addition, a Notice of Public Hearing was given to the IT Director to place it on the Hidalgo County Website.

AI-9910 **21.E.**

Tax Notes, Series 2007

CC REGULAR

Date: 07/01/2008
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Acknowledgment of Assignment of Interest and Transfer of Tax Note, Series 2007 from Capital One Public Funding, LLC to SunTrust Equipment Finance & Leasing Corp. and Notice of Sale and New Payment Instructions to Texas State Bank.

BACKGROUND

No Budgetary Impact

Fiscal Impact

Attachments

Link: Tax Notes, 2007 - 1
Link: Tax Notes, 2007 - 2
Link: Tax Notes, 2007 - 3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	06/27/2008 04:04 PM	APRV
2	Auditor's Office		06/27/2008 05:24 PM	NEW
Form Started By: Sergio Cruz			Started On: 06/25/2008 02:34 PM	
Final Approval Date: 06/27/2008				

Jonathan A. Lewis
Senior Vice President / Manager
Tax-Exempt Lending

265 Broadhollow Road
Melville, New York 11747

tel 631-531-2856
fax 631-298-2332
cell 631-316-0269
jonathan.lewis@capitalonebank.com

June 16, 2008

Juan D. Salinas, III
County Judge
Hidalgo County
100 E. Cano Street, 2nd Floor
Edinburg, TX 78539

Re: Hidalgo County Tax Notes, Series 2007 (closed October 1, 2007)

Dear Mr. Salinas:

All Points Public Funding, LLC (now known as Capital One Public Funding, LLC) purchased the above-referenced Tax Notes in a private placement transaction arranged by Estrada Hinojosa & Co., Inc. Please be advised that on or about June 26, 2008, we will be transferring the Tax Notes in whole to SunTrust Equipment Finance & Leasing Corp. You will continue to make payments on the Tax Notes to Texas State Bank, as paying agent, but SunTrust will become the registered owner of the Tax Notes.

To complete the transfer, we kindly ask that you sign both copies of the enclosed acknowledgement documents and return them to me in the enclosed pre-addressed Fedex envelope.

Should you have any questions, please contact me at 631-531-2824.

Regards,

Jonathan A. Lewis
Senior Vice President

RECEIVED
JUN 17 2008
COUNTY JUDGE

ASSIGNMENT OF INTEREST AND TRANSFER/SALE OF TAX NOTE

Defined Terms

Bond Counsel:
Montalvo & Ramirez
900 E. Main Street
McAllen, Texas 78501

Issuer:
Hidalgo County, Texas
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

Note Holder:
SunTrust Equipment Finance & Leasing Corp.
Attn: D. S. Keough
300 East Joppa Road, 7th Floor
Towson, Maryland 21286

Note:
$13,195,000 Hidalgo County, Texas Tax Note, Series 2007 dated October 1, 2007 and sold to the Original Purchaser

Original Purchaser:
Capital One Public Funding, LLC, formerly known as All Points Public Funding, LLC
Attn: Jonathan A. Lewis
275 Broadhollow Road
Melville, New York 11747

Parties:
The Issuer, Note Holder and Original Purchaser shall collectively be known as the Parties.

Paying Agent and Registrar:
Texas State Bank
3900 North 10th Street
McAllen, Texas 78501

Sale and Purchase of Note; Consent

By execution Assignment of Interest and Transfer/Sale of Tax Note (the "Agreement") made on this 26th day of June, 2008, the Note Holder has agreed to purchase the above-referenced Note from the Original Purchaser. The Original Purchaser hereby assigns all of its right, title and interest in the Note to the Note Holder. The Issuer consents to the sale, assignment and transfer of the Original Purchaser's right, title and interest in Note to the Note Holder. In furtherance of the intent of the Parties, the Parties additionally represent warrant and covenant as follows:

General Representations, Warranties and Covenants of the Parties

The Parties represent, warrant, agree and covenant as follows:

1. The Note was duly and validly issued, executed and delivered by the Issuer on October 1, 2007 pursuant to a legally valid and duly authorized Order dated September 4, 2007 (the "Order"). All of the representation, warranties and covenants set forth in the Order, Note, and other Closing Documents remain true and correct as to all material terms, and the Note, Order and all other Closing Documents have not been amended, modified, or superceded, unless as expressly set forth herein.

2. Collectively, the Note, Order, and other related Closing Documents constitute the legal, valid and binding obligation of the Issuer, enforceable in accordance with the terms thereof and subject to the general rules affecting enforceability, including but not limited to bankruptcy, moratorium, insolvency, and other equitable principles affecting the validity of documents.

3. Pursuant to the Note and Order and Closing Documents, the Parties understand and agree that the primary security for the Note is a pledge of the Issuer's ad valorem taxes (within the limits authorized by law), a covenant to levy ad valorem taxes in an amount sufficient to pay principal and interest due under the Note, the establishment of a Debt Service Fund, and a general covenant to pay and perform all terms and conditions of the Order and Note.

4. The Note is a single term note in the par or principal amount of $13,195,000 with a final maturity date of August 15, 2010, and bearing interest at the rate of 3.990%.

5. One payment of interest due under the Note was made on February 15, 2008, and no payments of principal under the Note have been made. The remaining annual payments of principal and semi-annual payments of interest in accordance the Payment Schedule remain in full force and effect and are agreed to be as follows:

Payment Date	Principal Due	Interest Due	Total Payment Due
8-15-08	4,270,000	263,240.25	4,533,240.25
2-15-09	0.00	178,053.75	178,053.75
8-15-09	4,375,000	178,053.75	4,553,053.75
2-15-10	0.00	90,772.50	90,772.50
8-15-10	4,550,000	90,772.50	4,640,772.50

6. The Note is subject to optional early redemption in whole or in part following 30 days prior written notice to the registered owner of the Note, in accordance with the following prepayment premiums:

Call Date	Prepayment Price
On/Before August 15, 2008	102% of Par
August 16, 2008 – August 15, 2009	101% of Par
After August 15, 2009	100% of Par

7. An Internal Revenue Service Form 8038 relating to the Note has been properly filed, fully completed, duly executed, and timely filed with the IRS.

8. The Bank of Texas, in its capacity as Registrar and Paying Agent for the Note shall be ordered and authorized to: (a) list the Note Holder as the Registered Owner and Holder in Due Course of the Note, (b) make payments of principal and interest directly to the Note Holder via wire transfer in accordance with the notice to the Paying Agent and Registrar of the same, and (c) provide the Note Holder with a fully executed, authenticated and registered Note in the name of the Note Holder.

9. The Bond Counsel for the Note issuance shall be instructed and directed to provide the Note Holder with a reliance letter in a form as reasonably requested by the Note Holder.

10. The Parties specifically agree that the obligations, representations, warranties made by the Original Purchaser in the Purchase Agreement and Closing Documents or any other agreement between the Parties are not assigned to or assumed by the Note Holder and the performance of any closing conditions or other obligations, whether such obligation of performance arise before or after the date on which the Note is sold, assigned and transferred to the Note Holder.

Representations, Warranties and Covenants of the Original Purchaser

The Original Purchaser represents, warrants, agrees and covenants as follows:

11. Original Purchaser is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of New York, with the corporate power and authority to enter into and perform its obligations under this Agreement and to effectuate the intent of this Agreement.

12. Original Purchaser has good and marketable title to the Note free and clear of any liens and/or encumbrances. No fractional or other interest in the Note has been sold, transferred, assigned, or pledged by the Original Purchaser, and Original Purchaser has surrendered its original definitive and final Note to the Paying Agent and Registrar, and, upon payment of the Purchase Price, as defined elsewhere between the Original Purchaser and Note Holder, all of the Original Purchaser's right, title, and interest in the Note will vest immediately in the Note Holder, subject to no lien, encumbrance, or claim adverse to the Note Holder.

13. Original Purchaser, by it execution hereto, acknowledges and confirms receipt of the Purchase Price.

Note Holder's Representations, Warranties and Covenants

The Note Holder acknowledges and represents to the Issuer, Bond Counsel and Paying Agent, and the Note Holder understands the foregoing will rely upon its representations and warranties, as follows:

14. the Note Holder has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the Note;

15. the Note Holder has made its own independent and satisfactory inquiry of the financial condition of the Issuer, including inquiry into financial statements and other information relating to the financial condition of the Issuer to which a reasonable investor would attach significance in making investment decisions, and of any other matters deemed to be relevant to a reasonably informed decision to purchase the Note;

16. the Note Holder has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Issuer and the Note, all so that as a reasonable investor the Note Holder has been able to make a reasonably informed decision to purchase the Note;

17. the Note Holder is primarily purchasing the Note for investment purposes only (and not as an "underwriter" or "Participating Underwriter" as defined in Securities and Exchange Commission Rule 15c2-12, as amended, replaced or supplemented) and does not

presently intend to transfer, otherwise distribute or sell the Note to the general public;

18. if the Note is subsequently sold, transferred or disposed of by the Note Holder, such sale, transfer or disposition will be made in accordance with applicable federal and state securities laws and regulations, if and to the extent applicable, or upon the condition that any subsequent purchaser, holder or transferee that is a qualified institutional or accredited investor and that also covenants and agrees to the Issuer that the Note is being purchased or otherwise acquired for investment purposes only and without present intention to sell or distribute the Note to the general public;

19. the Note Holder understands that the Note (i) is not being registered under the Securities Act of 1933, as amended, and is not being registered or otherwise qualified for sale under the "blue sky" laws and regulations of any state, (ii) will not be listed on any stock or other securities exchange, (iii) will carry no rating from any rating service, and (iv) will not be readily marketable.

20. Note Holder acknowledges that it has relied upon the opinion of Montalvo & Ramirez only for the legal conclusions expressed therein relating to the validity of the Notes and the exclusion of the interest thereon from gross income for federal income tax purposes and understands that the engagement of said attorneys was only to render the aforesaid opinion and not to prepare or pass upon any official statement, prospectus, offering circular, or other documents used in the offer or sale of the Notes or to make any investigations or render any other assistance incident to the preparation of such documents or to the offer or sale of the Notes.

21. Note Holder acknowledges that it understands the meaning and legal consequences of its representations, warranties and agreements contained in this letter; that the parties to whom this letter is addressed are relying on the accuracy of the representations and warranties by Note Holder and the performance by Note Holder of its agreements contained herein and that the Note Holder would not be permitted to purchase the Notes if any such representation or warranty was known to be false or if any such agreement would not be complied with.

Miscellaneous

22. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

23. This Agreement shall be governed under the laws of the State of Texas.

24. All notices and other communications sent pursuant hereto shall be in writing, sent by certified mail or nationally recognized courier service (return receipt or delivery confirmation requested), addressed to the other party at the address indicated in definition section hereof or at such other address as such party may from time to time designate in writing to the other parties to this Agreement.

25. Note Holder's rights, title and ownership of the Note may be assigned and transferred and reassigned and transferred in whole or in part, without the consent of the Issuer but as otherwise specified in the Order and Note.

26. This Agreement is solely for the benefit of and may be relied upon and enforced solely by the Parties or by any other entity which has been given an express representation and/or warranty herein, and shall be binding upon the Parties or any entity succeeding a Party's existence.

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.

By:_____
Title: D. S. Keough, Vice President

CAPITAL ONE PUBLIC FUNDING, LLC

By: _____
Title: Jonathan A. Lewis, Senior Vice President

Agreed, consented to and accepted by:
HIDALGO COUNTY, TEXAS

By:_____
Title: Juan D. Salinas, III, County Judge

SunTrust Equipment Finance & Leasing Corp.
Donald S. Keough, Esquire
V.P., Public Finance Investment Banking
300 East Joppa Road, 7th Floor
Towson, MD 21286

Tel 410/307-6648
Fax 410/307-6702

June 26, 2008

Texas State Bank
Attn: Trust Office
3900 North 10th Street
McAllen, Texas 78501

Re: ***Notice of Sale and New Payment Instructions*** *to Texas State Bank, as Registrar and Paying Agent for the Hidalgo County, Texas Tax Notes, Series 2007 in the amount of $13,195,000.00 ("Note") dated October 1, 2007 and sold by Hidalgo County, Texas ("Issuer") to Capital One Public Funding, LLC, formerly known as All Points Public Funding, LLC ("Original Purchaser").*

Dear Sir or Madam:

In connection with the above-referenced Note, the articles of organization of All Points Public Funding, LLC, a New York State limited liability company, were amended as of January 3, 2008, to provide that the amended name of the company is Capital One Public Funding, LLC. Capital One Public Funding, LLC is considered to be the Original Purchaser. A copy of the applicable certificate of amendment is attached hereto as Exhibit A. Original Purchaser has transferred, sold, and assigned all of its right, title, and interest in the Note to SunTrust Equipment Finance & Leasing Corp. ("Current Note Holder"), who has accepted, purchased and assumed all of the rights, title, and interest of Original Purchaser as a holder in due course of the Note and made all of the required representations and warranties required by the Order and Note. A copy of the Sale and Assignment Agreement is attached hereto as Exhibit B.

To transfer the ownership of the Note to the Current Note Holder and fully evidence the sale and assignment of the Note to the Current Note Holder on the books and records of the Registrar and Paying Agent, the Original Purchaser has executed the Assignment Certificate, which has a signature guarantee with medallion stamp thereon, to the definitive Note, the original of which is hereby surrendered and presented for transfer to the Current Note Holder as Exhibit C.

Upon receipt of this Notice of Sale and the related attachments, you are hereby instructed to: (a) list the Current Note Holder as the Registered Owner and Holder in Due Course of the Note on the official books and records and register of the Note, (b) provide the Current Note Holder with a fully executed, duly authenticated, and registered Note in its definitive form at your first convenience, and (c) direct all future payments to the Current Note Holder in accordance with the instructions and directions contained herein.

By execution hereof, the Original Purchaser, Current Note Holder and Issuer have agreed and request that all payments of principal and interest be made to the Current Note Holder, via wire

transfer and in accordance with the instructions as follow:

SunTrust Equipment Finance & Leasing Corp.
SunTrust Bank ABA 061000104
Acct # 201-150-263
For Credit to STEFL Acct. No. _____
Note Payment Due on August 15, 2008
Fed ID 26-1256148

It is the of the intent and agreement of the undersigned parties that all payments of principal and interest will be made in accordance with the Payment Schedule attached to the Note and without invoicing, surrender or presentation of the Note, except for surrender of said Note for the final payment of principal and interest, which will be made via wire transfer but only after both the Note has been surrendered and the Maturity Date has arrived.

Attached you will two original letters. Kindly execute both copies of this Letter Agreement and keep the original letter with attachments for your records, and return the other executed letter without attachments to the Current Note Holder at the above-referenced address. Please note that all capitalized terms used herein, but not otherwise defined shall take the meanings ascribed to them in the Note or in the Order and other Closing Documents related to the Note.

Very truly yours,

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.

By: _____
Donald S. Keough
Vice President

CAPITAL ONE PUBLIC FUNDING, LLC

By: _____
Name: Jonathan A. Lewis
Title: Senior Vice President

HIDALGO COUNTY, TEXAS

By: _____
Name: Juan D. Salinas, III
Title: County Judge

By our execution hereto, witness our acknowledgement and agreement and identification of SunTrust Equipment Finance & Leasing Corp. as the Registered Owner and Holder in Due Course of the Note:

TEXAS STATE BANK, a division of Compass Bank

By: _____
Name:
Title:

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME: CAPITAL ONE PUBLIC FUNDING, LLC

DOCUMENT TYPE: AMENDMENT (DOM LLC) COUNTY: SUFF
NAME

FILED:01/03/2008 DURATION:********* CASH#:080103000184 FILM #:080103000163

FILER:

KELLY A LUNSFORD
1680 CAPITAL ONE DRIVE

MCLEAN, VA 22102

ADDRESS FOR PROCESS:

REGISTERED AGENT:

SERVICE COMPANY: CORPORATION SERVICE COMPANY - 45 SERVICE CODE: 45

FEES	245.00	PAYMENTS	245.00
FILING	60.00	CASH	0.00
TAX	0.00	CHECK	0.00
CERT	0.00	CHARGE	0.00
COPIES	10.00	DRAWDOWN	245.00
HANDLING	175.00	OPAL	0.00
		REFUND	0.00

344633KXK DOS-1025 (04/2007)

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on January 3, 2008.

Paul LaPointe
Special Deputy Secretary of State

Rev. 06/07

080103000163

New York State
Department of State
Division of Corporations, State Records
and Uniform Commercial Code
41 State Street
Albany, NY 12231
www.dos.state.ny.us

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF ORGANIZATION
OF

All Points Public Funding, LLC

(Insert Name of Domestic Limited Liability Company)

Under Section 211 of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

All Points Public Funding, LLC

If the name of the limited liability company has been changed, the name under which it was organized is:

SECOND: The date of filing of the articles of organization is: 07/20/2004

THIRD: The amendment effected by this certificate of amendment is as follows: (Set forth each amendment in a separate paragraph providing the subject matter and full text of each amended paragraph. For example, an amendment changing the name of the limited liability company would read as follows: Paragraph *First* of the Articles of Organization relating to *the limited liability company name* is hereby amended to read as follows: *First: The name of the limited liability company is (new name)*.)

Paragraph First of the Articles of Organization relating to

the name of the limited liability company

is hereby amended to read as follows:

The name of the limited liability company is Capital One Public Funding, LLC

X Walter D Rabin
(Signature)

Walter D. Rabin
(Type or print name)

Manager
(Title of signer)

080103 - 0163

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF ORGANIZATION
OF

All Points Public Funding, LLC
(Insert Name of Domestic Limited Liability Company)

Under Section 211 of the Limited Liability Company Law

Filed by: Kelly A Lunsford
(Name)
1680 Capital One Drive
(Mailing address)
McLean, VA 22102
(City, State and Zip code)

CUSTOMER REF. #
3L141633 KXK

NOTE: This form was prepared by the New York State Department of State for filing a certificate of amendment of a domestic limited liability company. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at legal supply stores. The Department of State recommends that legal documents be prepared under the guidance of an attorney. The certificate must be submitted with a $60 filing fee made payable to the Department of State.

(For office use only.)

2008 JAN -3 AM 9:46

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED JAN 03 2008
TAX $ —
BY: map

164

RECEIVED
2008 JAN -2 AM 11:08

-2-

2008 JAN -3 AM 9:02

AI-9949 **21.F.**

Interdept. Transfer to 430th DC
CC REGULAR

Date: 07/01/2008
Submitted By: Veronica Lopez, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

430th District Court:
Approval of 2008 interdepartmental transfer from Countywide Administration - Contingency to 430th District Court (1100) in the amount of $49,680.00.

BACKGROUND

See AI-9890 under Purchasing CC 7-1-08.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-41X-00-XXX-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> 8-1100-412-00-010-001-0-441 $49,680.00 to cover lease of office space one year extension of contract, see AI 9890 under Purchasing agenda area, CC 7-1-08.

PO #600359 needs to be reclassified, pending reclassificatoin of PO by Auditor's office. Amount avaialbe in PO is $8,280.00 as of 6-27-08.

Available funds as of 6/27/08 for transfer.

Attachments

Link: Interdept. Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/27/2008 08:13 AM	APRV
2	Ivan Cantu	Ivan Cantu	06/27/2008 08:40 AM	APRV
3	Auditor's Office		06/27/2008 05:24 PM	NEW

Form Started By: Veronica Lopez Started On: 06/27/2008 07:44 AM

Final Approval Date: 06/27/2008

DATE: June 26, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Management for 430th DC

ACCOUNT NUMBER: 8-1100-41X-00-XXX-00X-0-XXX

2008
Transfer
AI-9949

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1100-415-00-115-002-0- 899	Co Wide Adm- Contingency	(49,680.00)
TO		
8-1100-412-00-010-001-0- 441	430th DC- Land & Building Rentals	49,680.00
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON: Interdepartmental Transfer from County Wide Administration- Contingency to 430th DC- Land & Building Rentals to cover lease of office space (see AI-9890).

Approved by

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

AI-9942 **21.G.**

Series 2008 USDA/County of Hidalgo loan
CC REGULAR

Date: 07/01/2008
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Discussion, consideration and approval of an order authorizing issuance of Series 2008 USDA/County of Hidalgo loan in a principal amount not to exceed two hundred twenty-five thousand ($225,000.00); payable from the levy of a direct and continuing annual ad valorem tax within the limits prescribed by law; prescribing the terms and form thereof; providing for the payment of the principal thereof and interest thereon; and making other provisions regarding such note and matters incident thereto.

BACKGROUND

Order to be provided by Bond Counsel at Commissioners' Court

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/26/2008 03:49 PM	APRV
2	Veronica Lopez	Veronica Lopez	06/27/2008 09:19 AM	APRV
3	Auditor's Office	Linda Fong	06/27/2008 10:05 AM	APRV
4	Purchasing Department		06/27/2008 05:24 PM	NEW

Form Started By: Sergio Cruz — Started On: 06/26/2008 10:49 AM

Final Approval Date: 06/27/2008

AI-9954 **21.H.**

2009 Annual Budget Process
CC REGULAR

Date: 07/01/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Submitted For: Raul Silguero Jr.
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

2009 Annual Budget Process:
1. Discussion and appropriate action on the 2009 Budget Calendars and Budget Guidelines.
2. Status report on the 2009 Annual Budget Process.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	06/27/2008 03:03 PM	APRV
2	Auditor's Office		06/27/2008 05:24 PM	NEW
Form Started By: Angela Garcia			Started On: 06/27/2008 02:13 PM	
Final Approval Date: 06/27/2008				

AI-9944 **21.I.**

C.O., 2004 - Interdepartmental Transfer
CC REGULAR

Date: 07/01/2008
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer (1334) from C.O., 2004 Buildings and Grounds to C.O., 2004 Precinct #3 Landfill in the amount of $837,485.50.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1334-412-00-220-010-0-431
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$848,601.02 available account balance (pending P.O. reclassifications)

Attachments

Link: Transfer

Form Routing/Status

Form Started By: Sergio Cruz Started On: 06/26/2008 11:31 AM

Final Approval Date: 06/27/2008

DATE: July 1, 2008

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT. OF BUDGET AND MANAGEMENT
FOR CERTIFICATES OF OBLIGATION, SERIES 2004

SUBJECT: **Inter-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C, Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1334-412-00-220-010-0- 431	C.O., 2004 - BLDG & GRDS - COURTHOUSE - BLDG R&M	(837,485.50)
TO		
8-1334-432-00-123-022-0- 719	C.O., 2004 - PRECINCT 3 LANDFILL - OTHER LAND	837,485.50
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON: **FUNDING FOR PURCHASE OF LAND FOR PRECINCT #3 LANDFILL. PROPERTY CURRENLY UNDER LAST YEAR OF PURCHASE OPTION.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-9956 **21.J.**

Interdepartmental transfer from various programs to various programs
CC REGULAR

Date: 07/01/2008
Submitted By: Anna Galvan, BUDGET & MANAGEMENT
Submitted For: Pct #1, Comm. Sylvia Handy
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of Interdepartmental transfer for Precinct 1 Colonia Access Program from Various Programs (066,132,137) to Various Programs (019,105,150,865,230,318) in the amount of $ 28,859.32.

BACKGROUND

Fiscal Impact

Attachments

Link: transfer

Form Routing/Status

Form Started By: Anna Galvan	Started On: 06/27/2008 03:32 PM
Final Approval Date: 06/27/2008	

INTERDEPARTMENTAL TRANSFER AI-9956

DATE: June 24, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Management for Pct. 1 C.A.P.

SUBJECT: Interdepartmental Transfer/s (increase/decrease)

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
8-1311-431-00-121-066-0-312	Bar #3 - Indirect Cost	(8.36)
8-1311-431-00-121-066-0-734	Bar # 3 - Subdivision Streets	(4,433.06)
8-1311-431-00-121-132-0-312	Cana de Azucar - Indirect Cost	(1,256.38)
8-1311-431-00-121-132-0-334	Cana de Azucar - Engineering & Architectural Services	(1,578.94)
8-1311-431-00-121-137-0-312	Capisallo Park - Indirect Cost	(10,766.34)
8-1311-431-00-121-137-0-334	Capisallo Park - Engineering & Architectural Services	(2,635.87)
8-1311-431-00-121-137-0-733	Capisallo Park - Drainage	($2,746.45)
8-1311-431-00-121-137-0-339	Capisallo Park - Other Professional Services	($5,433.92)
TO:		
8-1311-431-00-121-019-1-312	Agua Dulce - Indirect Cost	4,441.42
8-1311-431-00-121-105-1-312	Bernal #1 - Indirect Cost	6,601.66
8-1311-431-00-121-150-1-312	Chapa III - Indirect Cost	3,000.00
8-1311-431-00-121-865-1-312	Dimas #1 - Indirect Cost	4,000.00
8-1311-431-00-121-230-1-312	Dimas #3 - Indirect Cost	5,382.32
8-1311-431-00-121-318-1-312	High Land - Indirect Cost	5,433.92
	Total Budget Increase/Decrease	**0.00**

REASON: Transfer is needed to cover Indirect Costs.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-9952 **22.A.**

457 Plan withdrawal

CC REGULAR

Date: 07/01/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Discussion, consideration and action on hardship withdrawal requests for the following employees:
#084123, #044024 and #126756

BACKGROUND

Fiscal Impact

Attachments

Link: requests

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/27/2008 11:56 AM	APRV
2	Dale Kennan	Dale Kennan	06/27/2008 01:16 PM	APRV
3	Auditor's Office		06/27/2008 05:24 PM	NEW
Form Started By: Monica Badillo			Started On: 06/27/2008 11:50 AM	
Final Approval Date: 06/27/2008				

employee #08123

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan

Participant Name [redacted]

Address 5509 [redacted] Edinburg, TX 78541

Social Security No. [redacted] Daytime Phone No. [redacted]

SECTION I – Hardship Request

I understand that this withdrawal is subject to financial hardship. The withdrawal is necessary to meet the heavy financial need. I understand that hardship distributions, other than hardship, and all other withdrawals available to me under the Plan, as well as all other plans maintained by the Company. I understand that my withdrawal will be taxable as ordinary income in the calendar year in which I receive it. In addition, I understand that unless I am at least 59-1/2 years of age or I use the funds withdrawn for medical expenses as provided by law.

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

(✓) Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
( ) Purchase (excluding mortgage payments) of my principal residence.
( ) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
( ) The need to prevent eviction from or mortgage foreclosure on my primary residence.
( ) Funeral or burial expenses for my parent, spouse, child or dependent.
( ) Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested $ 100% Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $ _____

Have you ever taken a hardship before? Yes If so what was the amount taken $ _____

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X _____ Date 06-27-08

SECTION II – Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents and policies.
- *S&A* will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 980-7133

Employee #044024

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan

Participant Name [redacted]

Address [redacted] Edinburg, TX 78541

Social Security No. [redacted] **Daytime Phone No.** [redacted]

SECTION I – Hardship Withdrawal

I understand that this w[redacted]ue to financial hardship. I understand that the withdrawal is nec[redacted] heavy financial need. I understand that distributions, other tha[redacted]rdship, and all other no[redacted] me under the Plan, as well as all other plans maintained by the Company. I un[redacted] taxable as ordinary income in the calendar year in which I receive it. In addi[redacted] unless I am at least 59-1/2 years of age or I use the funds withdrawn [redacted] expenses as provided by law.

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

(✓) Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
( ) Purchase (excluding mortgage payments) of my principal residence.
( ) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
( ) The need to prevent eviction from or mortgage foreclosure on my primary residence.
( ) Funeral or burial expenses for my parent, spouse, child or dependent.
( ) Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested $ 100% Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $ _____

Have you ever taken a hardship before? yes If so what was the amount taken $ _____

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X _____ Date 6/26/08

SECTION II – Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents and policies.
- *S&A* will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 960-7133

Employee # 126756

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan

Participant Name [redacted]

Address [redacted] San Juan TX. 78589

Social Security No. [redacted] Phone No. [redacted]

SECTION I – Hardship

I understand that a withdra[redacted] deferrals and any other available contribu[redacted] due to financial hardship only to the extent that the amount of the withdrawal is ne[redacted] heavy financial need. I represent that I have obtained all distributions, other then [redacted] any other available contribution sources, due to financial hardship, and all other non-taxable loans [redacted] to me under the Plan, as well as all other plans maintained by the Company. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal and the maximum salary deferrals for next calendar year shall be reduced by the amount of your salary deferrals for this calendar year.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

( ) Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
( ) Purchase (excluding mortgage payments) of my principal residence.
( ) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
(X) The need to prevent eviction from or mortgage foreclosure on my personal residence.

Hardship Requested $ #450.00 Year-to-date deferrals - 0 -

I hereby request a withdrawal of salary deferrals and any other contribution sources that are available for hardship withdrawal. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election.

Participant Signature X [redacted] Date 06-16-08

SECTION II – Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

Authorized Plan Representative X _____ Date _____

SECTION III – Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents and policies.
- If distribution is over $5,000.00. Please have Spousal Consent form filled out and notarized.
- S&A will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 980-7133

AI-9940 **22.B.**

New Mileage Rates
CC REGULAR

Date: 07/08/2008
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Discussion, consideration, and action on Internal Revenue Service Announcement 2008-63 to increase the optional standard mileage rate for the final six months of 2008 from 50.5 cents per mile to 58.5 cents per mile.

BACKGROUND

Fiscal Impact

Attachments

Link: IRS Announcement 2008-63

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/26/2008 09:59 AM	APRV
2	Veronica Lopez	Veronica Lopez	06/26/2008 10:09 AM	APRV
3	Auditor's Office	Linda Fong	06/26/2008 05:51 PM	APRV
4	Purchasing Department	Marty Salazar	06/27/2008 08:06 AM	APRV
5	Court Administrator	Angela Garcia	06/27/2008 10:18 AM	APRV

Form Started By: Sergio Cruz — Started On: 06/26/2008 09:52 AM

Final Approval Date: 06/27/2008

Part IV - Items of General Interest

OPTIONAL STANDARD MILEAGE RATES

Announcement 2008-63

This announcement informs taxpayers that the Internal Revenue Service is modifying Rev. Proc. 2007-70, 2007-50 I.R.B. 1162, by revising the optional standard mileage rates for computing the deductible costs of operating an automobile for business, medical, or moving expense purposes and for determining the reimbursed amount of these expenses that is deemed substantiated. This modification results from recent increases in the price of fuel.

The revised standard mileage rates are:

(1) Business	58.5 cents per mile
(2) Medical and moving	27 cents per mile

The mileage rate that applies to the deduction for charitable contributions is fixed under § 170(i) of the Internal Revenue Code at 14 cents per mile.

The revised standard mileage rates set forth in this announcement apply to deductible transportation expenses paid or incurred for business, medical, or moving expense purposes on or after July 1, 2008, and to mileage allowances that are paid both (1) to an employee on or after July 1, 2008, and (2) with respect to transportation expenses paid or incurred by the employee on or after July 1, 2008.

The standard mileage rates set forth in Rev. Proc. 2007-70 continue to apply to deductible transportation expenses paid or incurred for business, medical, or moving expense purposes before July 1, 2008, and to mileage allowances paid (1) to an employee before July 1, 2008, or (2) with respect to transportation expenses paid or incurred by the employee before July 1, 2008. All other provisions of Rev. Proc. 2007-70 remain in effect.

EFFECT ON OTHER DOCUMENTS

Rev. Proc. 2007-70 is modified.

DRAFTING INFORMATION

The principal author of this announcement is Bernard P. Harvey of the Office of Associate Chief Counsel (Income Tax and Accounting). For further information regarding this announcement, contact Mr. Harvey at (202) 622-4930 (not a toll-free call).

AI-9850 **22.C.**

Flex Time Policy
CC REGULAR

Date: 07/01/2008
Submitted By: Dina Trevino, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: COMMISSIONERS' COURT EXEC. OFFICER
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Discussion, consideration and appropriate approval to implement a Flex-Time Pilot Program Policy in accordance with Texas Local Government Code Section 157.021.

BACKGROUND

Fiscal Impact

Attachments

Link: Tx. Local Govt Code

Link: Flex-time Pilot program

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management (Originator)	Veronica Lopez	06/23/2008 01:07 PM	APRV
2	Veronica Lopez	Veronica Lopez	06/25/2008 09:33 AM	APRV
3	Auditor's Office	Linda Fong	06/26/2008 05:49 PM	APRV
4	Veronica Lopez	Veronica Lopez	06/27/2008 09:16 AM	APRV
5	Purchasing Department		06/27/2008 05:24 PM	NEW

Form Started By: Dina Trevino — Started On: 06/23/2008 11:46 AM

Final Approval Date: 06/27/2008

§ 157.008. INSURANCE POOL OR INSURANCE COMPANY NOT CREATED. If a county provides for medical care and hospitalization or provides for compensation, accident, hospital, and disability insurance to persons listed under Section 157.002(a)(1), the county:

(1) has not created an insurance pool with a flood control district, hospital district, or other governmental entity, unless the county enters into a contract under Chapter 172; and

(2) is not an insurance company subject to the Insurance Code or to regulation by the Texas Department of Insurance as an insurance company.

Added by Acts 2005, 79th Leg., Ch. 1094, § 24, eff. September 1, 2005.

SUBCHAPTER B. HOURS OF WORK

§ 157.021. HOURS OF WORK OF COUNTY EMPLOYEES. (a) In a county with a population of 355,000 or more, the commissioners court may adopt and enforce uniform rules on the hours of work of department heads, assistants, deputies, and other employees whose compensation is set or approved by the court.

(b) The commissioners court of any county may adopt and enforce uniform rules on overtime and compensatory time for department heads, assistants, deputies, and other employees whose compensation is set or approved by the commissioners court. The rules may:

(1) prohibit unbudgeted overtime, except when the commissioners court or an elected county or district officer declares an emergency; and

(2) require that emergency overtime be reported to the county auditor and the commissioners court.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 713, § 2, eff. Sept. 1, 1995.

§ 157.022. HOURS OF WORK OF PEACE OFFICERS IN COUNTIES OF MORE THAN ONE MILLION. (a) A peace officer employed by a county with a population of more than one million may not be required to work more hours during a calendar week than the number of hours in the normal work week of the majority of other county employees.

(b) A sheriff or constable may require a peace officer to work more hours than allowed by Subsection (a) if the sheriff or constable determines an emergency exists that requires the officer to work extra hours.

(c) A peace officer who elects to work extra hours during a calendar week shall be compensated on a basis consistent with overtime provisions of the county personnel policy.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1991, 72nd Leg., ch. 597, § 91, eff. Sept. 1, 1991.

SUBCHAPTER C. LIABILITY INSURANCE

§ 157.041. GENERAL LIABILITY INSURANCE. (a) The commissioners court of a county may obtain insurance or similar coverage from a governmental pool operating under Chapter 119 or a self-insurance fund or risk retention group operating under Chapter 2259, Government Code, for an official or employee of the county

HIDALGO COUNTY - FLEX-TIME PILOT PROGRAM

July 01, 2008 – September 30, 2008

In accordance with Texas Local Government Code Section 157.021, Hidalgo County departments are authorized to implement, where practical, staggered Flex-Time work hours to provide county employees, on a voluntary basis, the option for a four day 40 hour work week or any other appropriate Flex-Time option in accordance with the following guidelines and existing personnel policies.

1. **County departments are allowed the flexibility to implement alternative work schedules where it is a viable management work option and it is of benefit to Hidalgo County employees and/or citizens.**
2. **Flex time and /or an alternative workweek can be implemented on a department-by-department basis.**
3. **Participation is voluntary and subject to approval by the Elected Official/Department Head. Participation is not an employee right or benefit and the program can be discontinued at any time.**
4. **The workforce must be staggered to allow county offices to remain open five days a week.**
5. **Departments or offices providing services to the general public can expand their hours of operations during the pilot program where practical.**
6. **Alternate work schedules must not adversely affect the services that are provided to other operating units, co-workers or the public.**
7. **Alternative work schedules must not cause or contribute to the need for additional staff, or for staff to work additional overtime hours.**
8. **No work schedule can be implemented that results in a non-exempt (FLSA) full-time employee working less than 40 hours during the workweek or less than 80 hours in a pay period.**
9. **Four-Day Work Week (4/10) – Participants work 10 hour workdays per week either Monday – Thursday or Tuesday – Friday each week (Total – 40 Hrs.)**
10. **The lunch hour cannot be used as part of the flex-time work day.**
11. **If an employee takes a sick or vacation day on a regularly scheduled ten hour day, then ten hours of leave must be recorded.**
12. **A holiday is always an eight hour day, when a holiday occurs; an employee working a four-day work week reverts to four eight-hour days for that week and takes the holiday as any other employee not on flex-time.**

13. **Other Flex-Time schedules may be implemented as needed within the above guidelines, existing personnel policies, and in adherence to the Fair Labor Standards Act (FLSA).**

AI-9959 **22.D.**

courthouse spce allocation

CC REGULAR

Date: 07/01/2008

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Discussion of Courthouse/Administration Building relocation/renovation project including space allocation of Judicial Courts

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Monica Badillo	Started On: 06/27/2008 04:19 PM
Final Approval Date: 06/27/2008	

AI-9848 **23.D.**

Claim of Phoenix Loss Control
CC REGULAR

Date: 07/01/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

Claim of Phoenix Loss Control

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/23/2008 01:56 PM	APRV
2	Dina Trevino	Dina Trevino	06/27/2008 10:26 AM	APRV
3	Auditor's Office		06/27/2008 05:24 PM	NEW
Form Started By: Norma Silva			Started On: 06/23/2008 10:49 AM	
Final Approval Date: 06/27/2008				

AI-9867 **23.E.**

Cause No. D-1-GNO6-003322, SWEPI L.P. v. Railroad Commission
CC REGULAR

Date: 07/01/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

Cause No. D-1-GNO6-003322, SWEPI L.P. v. Railroad Commission

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/24/2008 01:18 PM	APRV
2	Dina Trevino	Dina Trevino	06/27/2008 10:26 AM	APRV
3	Auditor's Office		06/27/2008 05:24 PM	NEW
Form Started By: Monica Badillo			Started On: 06/24/2008 09:56 AM	
Final Approval Date: 06/27/2008				

AI-9851 **24.D.**

Claim of Phoenix Loss Control
CC REGULAR

Date: 07/01/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Open Session

Information

CAPTION

Claim of Phoenix Loss Control

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/23/2008 01:57 PM	APRV
2	Dina Trevino	Dina Trevino	06/27/2008 10:26 AM	APRV
3	Auditor's Office		06/27/2008 05:24 PM	NEW
Form Started By: Norma Silva			Started On: 06/23/2008 12:00 PM	
Final Approval Date: 06/27/2008				

AI-9868 **24.E.**

Cause No. D-1-GNO6-003322, SWEPI L.P. v. Railroad Commission

CC REGULAR

Date: 07/01/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Open Session

Information

CAPTION

Cause No. D-1-GNO6-003322, SWEPI L.P. v. Railroad Commission

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/24/2008 01:18 PM	APRV
2	Dina Trevino	Dina Trevino	06/27/2008 10:26 AM	APRV
3	Auditor's Office		06/27/2008 05:24 PM	NEW
Form Started By: Monica Badillo			Started On: 06/24/2008 09:56 AM	
Final Approval Date: 06/27/2008				