AI-17713 **6.D.**

Mario Leal & Adelaida Leal vs. Hidalgo Co. et al

CC REGULAR

Date:	09/29/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Mario Leal & Adelaida Leal vs. Hidalgo Co. et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 01:45 PM	APRV
2	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Monica Badillo — Started On: 09/24/2009 01:22 PM

Final Approval Date: 09/25/2009

AI-17714 **7.D.**

Mario Leal & Adelaida Leal vs. Hidalgo Co. et al

CC REGULAR

Date:	09/29/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

Mario Leal & Adelaida Leal vs. Hidalgo Co. et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 01:46 PM	APRV
2	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Monica Badillo — Started On: 09/24/2009 01:23 PM

Final Approval Date: 09/25/2009

AI-17604 **10.B.**

Tx Special Task Unit Board Members

CC REGULAR

Date:	09/29/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Chris Trevino, Co. Judge's
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Presentation by Jennifer Catalani regarding Texas Special Task Unit - Adult Protective Services

BACKGROUND

This is regarding the Board Members Appointments
Ms. Catalani is the Resource & External Relations Specialist for Adult Prot. Serv.

(No budgetary impact)

Wants feedback from Commissioners' Court regarding appointments to the Board

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/21/2009 03:31 PM	APRV
2	Auditor's Office		09/25/2009 05:15 PM	NEW
Form Started By: Monica Badillo			Started On: 09/21/2009 01:51 PM	
Final Approval Date: 09/25/2009				

AI-17724 **10.C.1.**

Revised Chapter 6 - Hidalgo County Personnel Policy Manual
CC REGULAR

Date:	09/29/2009
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Discussion, consideration, and action on revised Employment Procedures and Practices - Chapter 6 of the Hidalgo County Personnel Policy Manual.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Sergio Cruz	Started On: 09/25/2009 11:12 AM
Final Approval Date: 09/25/2009	

AI-17729 **10.C.2.**

Enrollment Policy Waiver

CC REGULAR

Date:	09/29/2009
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Approval to waive new employee enrollment procedures to fill key vacant position , slot no. 0090, under the Facilities Management Department.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/25/2009 04:23 PM	APRV
2	Erika Zamora	Erika Zamora	09/25/2009 04:24 PM	APRV
3	Sylvia Solis	Sylvia Solis	09/25/2009 05:01 PM	APRV
4	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Erika Zamora — Started On: 09/25/2009 04:18 PM

Final Approval Date: 09/25/2009

AI-17632 **11.A.**

State Farm Settlement Check

CC REGULAR

Date:	09/29/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Roy Quintanilha
Department:	SAFETY DIVISION
Agenda Category:	Safety Division

Information

CAPTION

Approval to accept settlement check from State Farm Insurance Agency in the amount of $1,014.26 for an auto accident with a County vehicle (Buildings & Grounds).

BACKGROUND

DOL: 09/09/09
Auto Accident
Acct #: 9-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/22/2009 02:13 PM	APRV
2	Erika Zamora	Erika Zamora	09/22/2009 04:07 PM	APRV
3	Auditor's Office		09/25/2009 05:15 PM	NEW
Form Started By: Aida Alvarez			Started On: 09/22/2009 01:15 PM	
Final Approval Date: 09/25/2009				

AI-17660 **13.A.**

Approval of the 2009 Interlocal Cooperation Agreement
CC REGULAR

Date:	09/29/2009
Submitted By:	Yolanda Orozco, EMERGENCY SERVICES DIVISION
Submitted For:	A.A. Tony Pena, Jr.
Department:	EMERGENCY SERVICES DIVISION
Agenda Category:	Emergency Services Division

Information

CAPTION

Fire Marshal's Office:
Discussion and approval of the following 2009 Interlocal Cooperation Agreement:

1. Hidalgo Fire Department

BACKGROUND

(1) original copy for Hidalgo Fire Department

2009 Rural Fire Services Cooperative Agreement approved by CC 04/28/09 (AI-15198).

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1100-422-20-300-008-0-841

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

BUDGETARY IMPACT:

available balance of $1,905.00 as of 09/23/09.

Attachments

Link: Hidalgo 2009 Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	09/23/2009 02:13 PM	APRV
2	Roland Garcia	Rolando Garcia	09/23/2009 03:52 PM	APRV
3	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Yolanda Orozco — Started On: 09/23/2009 01:19 PM

Final Approval Date: 09/25/2009

City of

Interlocal Cooperation Agreement between Hidalgo and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS CONTRACT made on the 26 day of May 2009, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of Hidalgo, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the 1st day of July, 2009.

City/Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on _____, and shall terminate on December 31, 2009.

1.2 After December 31, 2009, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties.

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

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within ten (10) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (thirty) days upon receipt of invoice by County.

2.0 DEFINITIONS

2.1 **AUTHORIZED BURNING** – any incident that requires the City/Entity non-emergency response at the Fire Marshal's request to supervise and manage a controlled burn. This does not preclude the property owner from making direct arrangements with the City/Entity for the supervision. Property owner must have in their possession a valid burn permit issued by the Fire Marshal and any other State or Federal authority, adequate equipment and resources on the property to deal with any contingencies.

2.2 **BEE ATTACK** – Any response to a situation where there is an on-going attack or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s); or where there is an immediate danger to the general public from a moving swarm.

2.3 **CATEGORY** – All responses shall be categorized in a category that will be enumerated as I, II, III, IV, V, and VI. Categories are designed to simplify reporting, queries and reimbursement requests.

2.4 **COUNTY FIRE MARSHAL** – the person appointed by the Commissioners Court who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a licensed peace officer position and includes any Deputy Fire Marshal.

2.5 **CITY/ENTITY** - Parent organization for Fire Department whose members are full time, part time, paid or unpaid volunteers, and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

2.6 **EMERGENCY SERVICES** – call for services provided by the City/Entity in rural and un-incorporated areas within Hidalgo County.

2.7 **FIRE DEPARTMENT** - any fire suppression based organization whose members are paid, volunteer, or any combination thereof, that has the capability, capacity, training and ability to respond to emergency situation.

2.8 **COUNTY FIRE INVESTIGATORS** – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

2.9 **DEPUTY FIRE MARSHAL** – Those officers designated and commissioned as peace officers by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

2.10 ELECTRICAL – pertaining to or operated by electricity, electrical current used or regarded as a source of energy and/or power.

2.11 EMERGENCY CALL – any request for assistance from a City/Entity, primary or secondary, that requires the use of visual and/or audible emergency notification equipment in its' response. The discretion of the use of the visual/audible equipment shall be within the rules and regulations and/or policies and procedures of the responding fire department.

2.12 EXPLOSION – the sudden loud release of energy and a rapidly expanding volume of gas that occurs when a bomb detonates or gas explodes; a bursting with a loud noise, or a shattering of something into many pieces; a loud noise that occurs suddenly.

2.13 False Alarm – The willful and knowing initiation or transmission of a signal, message, or other notification of an event of fire when not such danger exists.

2.14 FALSE ALARM CALL - Any emergency response to a mischievous or malicious call; or fire alarm system malfunction that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding City/Entity must notify the Fire Marshal by the next working date, so the property owner may be notified. The Fire Marshal shall notify the property owner and/or alarm company that any future response may result in a Class C Misdemeanor citation to the person responsible for maintaining the alarm.

2.15 FIRE ALARM – The giving, signaling or transmission to any public fire station, or company, or to any officer or employee thereof, whether by telephone, spoken word or otherwise, of information to the effect that there is a fire at or near the place indicated by the person giving, signaling, or transmitting such information.

2.16 FIREFIGHTING – Any working fire upon arrival, that involves any structure - standing or collapsed and smoldering; an explosion with or without fire, a petroleum based fire; any fire that is fueled by natural vegetation, including brush or grass; any fire involving rubbish that encompasses an area greater than one-half acres or one-half city block measured at 150'x 150'.

2.17 GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required to deal with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

2.18 HAZARDOUS MATERIAL INCIDENT – any response to any incident at the first responder level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material containment, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

2.19 ICS – Incident Command System, as defined by the National Incident Management System.

2.20 **INCORPORATED AREA** - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

2.21 **LANDING ZONE** – Any response where the sole purpose is to establish and assist in providing any helicopter landing zone.

2.22 **LAW ENFORCEMENT ASSISTANCE** – any non-fire assistance rendered any law enforcement agency, and includes, but is not limited to – vehicle recovery (water), traffic control, crowd control, and "standing-by" for any situation in pursuance of a law enforcement mission.

2.23 **MASS CASUALTY INCIDENT** – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

2.24 **MEDICAL CALL** – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider and the situation dictates immediate medical attention due to the delay by the EMS provider. It does not include immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

2.25 **MUTUAL AID** – Situations where a City/Entity is requested to assist another City/Entity to perform any emergency services pursuant to the provisions of Section IV or an emergency situation where a primary responding City/Entity requests assistance from another City/Entity or Department.

2.26 **MUTUAL AID** – A Primary City/Entity response to an emergency event where the situation is of such magnitude, either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary City/Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response., this includes any element of public works that is called upon to help achieve the objective. Each Secondary City/Entity summoned and that responds is eligible to receive the rate of pay as the primary city/entity. The Fire Chief or designee, for the Primary City/Entity must submit written documentation detailing the reason for a multiple alarm. The call for additional resources made by the Primary City/Entity from the Secondary City/Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the City/Entity. The Fire Marshal and/or Emergency Management Coordinator may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them.

2.27 **NATURAL VEGETATION** – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

2.28 NIMS – National Incident Management System

2.29 OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

2.30 PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes propane, natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium.

2.31 PETROLEUM BASED INCIDENT STANDBY – where the response is for valve shut off / capping at or before the source and/or to stand-by for utility company response.

2.32 PRIMARY CITY – the City/Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

2.33 PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal or County Emergency Management Coordinator.

2. 34 RECOVERY CALL – Body - Any recovery of a drowning victim from any body of water.

2.35 REIMBURSEMENT PLAN – method by which a City/Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

2.36 REGIONAL MEDICAL RESPONSE TEAM – response to any special situation to provide medical assistance and support for any first responder regardless of discipline. Any response for mass casualty incident to assist with medical triage or treatments of victims.

2.37 RESCUE CALLS – Any emergency rescue of person(s) in water. Any emergency rescue or extrication of person(s) from any enclosed area, i.e. elevators, building collapse, confined rescue, etc.

2.38 RESPONSE AREA – the geographical area assigned to the City/Entity within the rural areas of the County, wherein the respective City/Entity would be responsible for primary response to an emergency call for service.

2.39 RUBBISH – trash, garbage, or other unwanted things, and includes any tangible item discarded, collected, or recycled.

2.40 RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide it's own emergency services or response.

2.41 RURAL RESPONSE DISTRICT – The area designated for the respective Primary City/Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section III, Subsection B.

2.42 SEARCH and RESCUE CALLS – all rescues of person(s) whether living or dead, from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse, recovery of victim(s), i.e. drowning, heat exhaustion, etc.

2.43 SECONDARY CITY – the City/Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred as per Section III, Subsection B of this contract. The response may occur anywhere within the County and may be based on geographical assignment or capability.

2.44 SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

2.45 SPECIAL SITUATIONS – Any situation in which the City/Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time (more than one operational period). The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the City/Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees.

2.46 STRUCTURE – any construction, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

2.47 TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

2.48 UNAUTHORIZED BURNING – that requires City/Entity personnel emergency response to and to deal with the public and/or manage property owner extinguishment. Rubbish fires are excluded from this category, unless they fall under the auspices of Section 4.a.1. An unauthorized burn is any fire regardless of size and scope, where the property owner; does not have a valid burn permit; is conducting the burn outside the scope and authority of a valid burn permit, or initiates any fire during a burn-ban period.

2.49 VEHICLE – has the same meaning found in the Texas Transportation Code – Subtitle C. Subchapter C. Section 541.201.23.a

2.50 VEHICULAR ACCIDENT – any motor vehicle or automobile collision regardless of amount of or type vehicles involved.

2.51 VEHICULAR EXTRICATION – any emergency extrication of person(s) from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

2.52 VEHICLE FIRE – A working fire – upon arrival that involves any commercial vehicle or three (3) or more passenger vehicles.

2.53 VEHICULAR – relating to, involving, or for use by vehicles, especially motor vehicles; caused by or resulting from the operation of a vehicle

2.54 WASH DOWN – Any petroleum based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

2.55 WILDLAND FIRE - Any fire occurring in vegetation areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brushland, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires a response of three (3) or more City/Entity departments to manage and control.

2.56 WIRELINE INCIDENTS – where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding City/Entity must standby and await the arrival of a utility company. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection.

3.0 CITY/ENTITY RESPONSIBILITIES

3.1 City/Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 City/Entity hereby agrees to the designation of Primary (response) City within their designated Rural Response District as depicted in the attached map, as Exhibit "B". Each City/Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned City/Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating City/Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 City/Entity agrees to provide the County Fire Marshal, upon request, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted.

3.4 City/Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.5 City/Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the City/Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the City/Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.6 City/Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.7 City/Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the City/Entity. City/Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.8 During extended operations as designated by the Incident Commander, the City/Entity agrees to provide adequate hydration and sustenance for its' firefighters/emergency response personnel.

3.9 City/Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e . Fire Marshal, Constable Office or Sheriff's Office, unless the activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

4.0 COUNTY RESPONSIBILITIES

4.1 In consideration for the City/Entitys' Rural Emergency Services, the County will reimburse the City/Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 ADMINISTRATION

a. Administration of Fire Marshal's Office
b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.
c. Commercial Building Inspections
d. Fire Safety Inspections
e. Adult and Child Day Care Facility Inspections
f. Health Care Facility Inspections
g. Existing and New Construction Inspections
h. Implementation and Enforcement of the most current version of the International Fire Code.
i. Issuance and Regulation of Burn Permits in Rural County areas
j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.
k. Plat/Plan Reviews and approvals

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations
b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.
c. Provide Information and Reports
d. Provide assistance to municipal departments with Fire Investigations, upon request.
e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.
b. Conduct and participate in training with all Fire Departments.
c. Acquire and maintain equipment.
d. Conduct public education.
e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.
b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.
b. Will respond to any major incidents.
c. Will integrate into the NIMS/ICS structure as appropriate
d. Will assist the Incident Commander with any duties as assigned.
e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

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

5.2 The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of the 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.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each City/Entity participating and entering into this contract must provide written proof of insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the City/Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective City/Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse City/Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 City/Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis, any Rural Emergency Service Incident Reports to the County Fire Marshal by the 15th calendar date of the following month in which the emergency services were provided. If the 15th calendar date falls on a weekend or holiday, the monthly reports shall be due by the next business date. Reporting is a prerequisite to receiving payments from the 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 that utilized the County Worker's Compensation Policy, as described in Section V. (c).

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the City/Entity with an explanation for the disapproval or change to the Fire Chief of city/entity for his approval or challenge within ten (10) working days of receipt of invoices from City/Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all City/Entity(s) 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 to the Fire Marshal and/or the City/Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting City/Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the City/Entity 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 and categories;

(6.1.4.I.)	**CATEGORY I (CI)**	**Flat rate of $1000.00 per incident.**
(6.1.4.II.)	**CATEGORY II (CII)**	**Flat Rate of $ 600.00 per incident**
(6.1.4.III.)	**CATEGORY III (CIII)**	**Flat Rate of $ 425.00 per incident.**
(6.1.4.IV.)	**CATEGORY IV (CIV)**	**Flat Rate of $ 275.00 per incident.**
(6.1.4.V.)	**CATEGORY V (CV)**	**Flat Rate of $ 125.00 per incident.**
(6.1.4.VI.)	**CATEGORY VI (CVI)**	***Based on expenditure on a case by case basis. Must have pre-approval by County Fire Marshal or County Emergency Manager, and only during a declared emergency or declared disaster, or any incident involving more than one operational period.***

6.1.4.I. CATEGORY I. A rate of 1000.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 FIREFIGHTING (as primary department)
.2 HAZARDOUS MATERIALS INCIDENT
.3 MASS CASUALTY
.4 RESCUE CALLS
.5 VEHICLE FIRE
.6 VEHICULAR EXTRICATION
.7 PUBLIC WORKS RESPONSE
.8 REGIONAL MEDICAL RESPONSE TEAM
.9 SECONDARY CITY/ENTITY (in place of primary department.)
.10 SPECIAL SITUATIONS

6.1.4.II. CATEGORY II. A rate of 600.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 UNAUTHORIZED BURNING
.2 AUTHORIZED BURNING
.3 MEDICAL CALL
.4 MUTUAL AID

6.1.4.III CATEGORY III. A Rate of $ 425.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 WASH DOWN
.2 RECOVERY CALL - BODY
.3 BEE ATTACK
.4 PETROLEUM BASED INCIDENT STANDBY
.5 WIRELINE INCIDENTS
.6 LAW ENFORCEMENT ASSISTANCE

6.1.4.IV. CATEGORY IV. At a rate of $ 275.00 per incident, as so stated, shall apply, during the term of this contract.

.1 TRAFFIC CONTROL
.2 LANDING ZONE

6.1.4.V. CATEGORY V. At a rate of $125.00 per incident, as so stated, shall apply, during the term of this contract.

.1 FALSE ALARM CALL

.2 GOOD INTENT CALLS

.3 SERVICE CALLS

CATEGORY VI – *This is a special category designed to reimburse City/Entity for any consumables during a declared state of emergency or declared state of disaster, or wherein response efforts are prolonged due to exigent circumstances; involve more than one operational period, and City/Entity is forced by the very nature of the incident to continue operations in the interest of public safety, and include nourishment and hydration products. City/Entity are expected to respond as a self-sufficient organization for at least one operational period.*

7.0. ASSIGNMENT

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

8.0. AUDIT

Any and all requests from City/Entity for reimbursement from County or any past reimbursements made under this contract shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, City/Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, City/Entity agrees to remit the amount of payments so found by the County Auditor to the County within 10 working days, following the date of receipt of City/Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 **CONFLICT WITH APPLICABLE LAW.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between the provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof,

contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

9.4 TEXAS LAW TO APPLY. This agreement shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to City/Entity City of Hidalgo
704 E. Texano Dr.
Hidalgo, Texas 78557

If to County: County of Hidalgo

J.D. Salinas, III, County Judge
100 East Cano – 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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

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

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

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

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

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

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties signatures are executed.

CITY OF

By: Mayor John David Franz

May 26, 2009
Date

ATTEST:

City Secretary, Acting
Joe Vera III

COUNTY OF HIDALGO

J.D. Salinas, III – County Judge

Date

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, LLP

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: _____

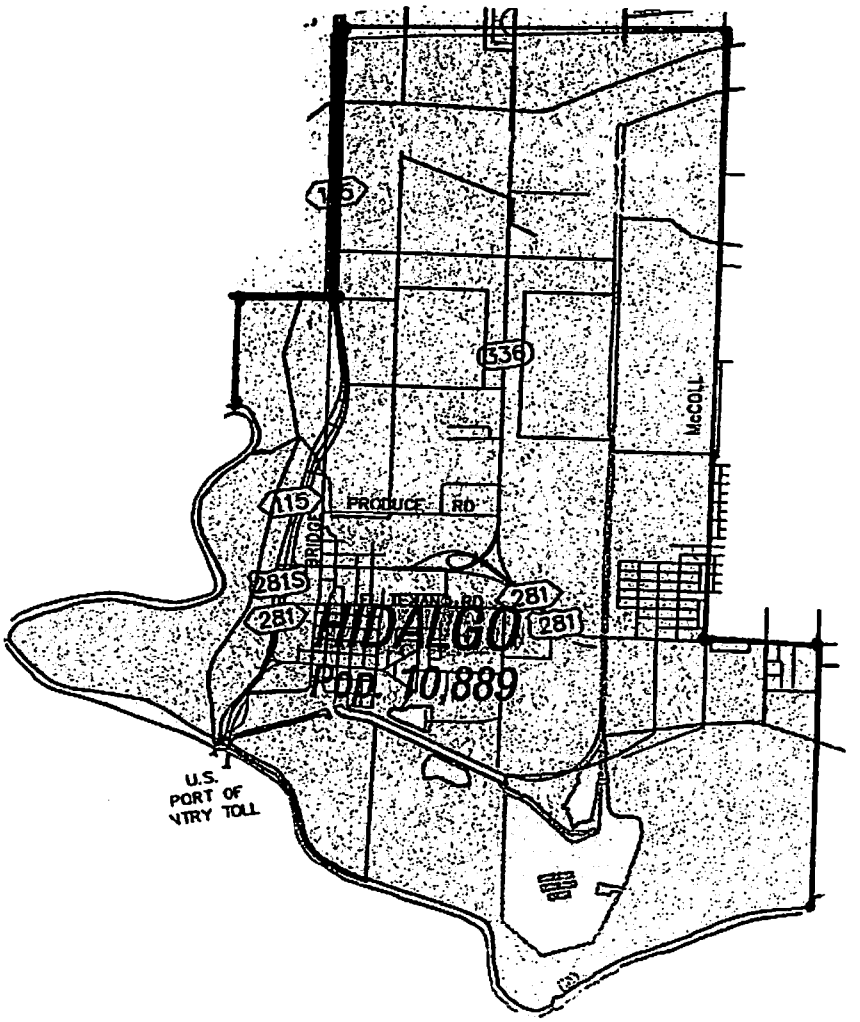
OF PERSONNEL: _____ MILEAGE (ROUND TRIP): _____ ADVISED OUNTY FIRE MARSHAL: YES ____ NO: ____

OFFICER IN CHARGE: _____ MEMBER MAKING REPORT: _____

ESTIMATED $ LOSS: _____ ATTEST: _____
FIRE CHIEF

REIMBURSEMENT REQUESTED: ____$125.00 ____$275.00 ____$425.00 ____$600.00 ____$1000.00

HCFMO Approval Amount: ____$125.00 ____$275.00 ____$425.00 ____$600.00 ____$1000.00


HIDALGO
Pop. 10,889
281
281
281
281
115
PRODUCE RD
TEXANA RD
McCOLL
536
U.S.
PORT OF
VTRY TOLL

AI-17631 **14.A.**

Comunity Service Agency

CC REGULAR

Date:	09/29/2009
Submitted By:	Maribel Navarro, COMMUNITY SERVICE AGENCY
Submitted For:	Maribel Navarro
Department:	COMMUNITY SERVICE AGENCY
Agenda Category:	Community Service Agency

Information

CAPTION

1. Request for approval for CSBG Amendments 2 and 3 for Contract 61090000375 for FY 2009.
2. Request for approval for CSBG ARRA Contract 11090000552 for FY 2009 to 2010.
3. Request to enter into Interlocal Agency Agreement between CHCSA and the Lower Rio Grande Valley Workforce Development Board.
4. Request for approval for CEAP Amendment 1 for Contract 58090000427.
5. Request for electronic authorization for financial and programmatic reporting to meet contractual obligations.

BACKGROUND

1.CSBG Amendment 2 raises the funding allottment from 25% to 42%-$1,609,797 availability.

CSBG Amendment 3 raises the funding allottment from 42% to 75%, plus an additional increase of $57,415.52,of 2008 statewide unexpended funds-$1,778,377.52 availability. Both amendments are a part of the CSBG (Community Service Block Grant Contract).

2.CSBG ARRA (American Recovery and Reinvestment Act) Contract for $2,757,585.00 for FY August 1, 2009 to Sept. 30, 2010. This contract facilitates a cooperative agreement with our local Texas Workforce Commission for expansion of employment related services through re-training/educational opportunities and additional supportive services.

3. Interlocal Agency Agreement with TWC is to provide the ARRA services as per our CSBG Contract. This agreement will expand TWC's goal of 100 clients to 450 with our funds. Eligible clients will may receive financial aid, stipends, child care, and any other supportive service needed. Approximately 35 veterans and immediate family members will be targeted for the same services.

4.CEAP Amendment 1 includes additional funding of $171,920 and raises the initial contract to $5,521,948.00

5.Requesting electronic authorization to sign-off completion for timely submittals as per contract obligations.

Fiscal Impact

Attachments

Link: CSBG Amend. 2&3

Link: CSBG-ARRA Contract

Link: Interlocal-TWC

Link: CEAP Amend. 1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:12 AM	APRV
2	Erika Zamora	Erika Zamora	09/24/2009 01:58 PM	APRV
3	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Maribel Navarro Started On: 09/22/2009 01:03 PM

Final Approval Date: 09/25/2009

A2 mar9

SECTION 1. PARTIES TO THE CONTRACT

This contract is made by and between the Texas Department of Housing and Community Affairs, an agency of the State of Texas, (herein the "Department") and Hidalgo County Community Services Agency (herein the "Subrecipient").

SECTION 2. CONTRACT PERIOD

This contract shall commence on January 01, 2009, and, unless earlier terminated, shall end on December 31, 2009 (herein the "Contract Period").

SECTION 3. SUBRECIPIENT PERFORMANCE

A. Pursuant to the Community Services Block Grant Act, 42 U.S.C. §9901 et seq. (herein the "CSBG Act"), Subrecipient shall operate, on an equitable basis throughout Subrecipient's service area, a program to ameliorate the causes of poverty. Subrecipient shall provide services and activities of the type specified in 42 U.S.C. §9907(b). Subrecipient's service area consists of the following counties:

HIDALGO

SECTION 4. DEPARTMENT OBLIGATIONS

A. Measure of Liability

In consideration of Subrecipient's satisfactory performance of this contract, as determined by Department, Department shall be liable for actual and reasonable costs incurred by Subrecipient during the contract period for performances rendered under this contract, subject to the limitations set forth in this Section 4.

(1) Department's obligations under this Section are contingent upon the actual receipt by Department of funds from the U.S. Department of Health and Human Services (hereinafter "HHS"). If adequate funds are not available to make payments under this contract, Department shall terminate this contract and shall not be liable for failure to make payments hereunder.

(2) Department is not liable to Subrecipient for any cost incurred by Subrecipient which:

a. is subject to reimbursement by a source other than Department;

b. is for the performance of services or activities not authorized by 42 U.S.C. §9907(b), is for one of the activities prohibited in 42 U.S.C. §9918, or which is not in accordance with the terms of this contract;

c. is not reported to Department on CSBG Monthly Expenditure Report within sixty (60) days following the termination of this contract;

d. is not incurred during the Contract period;

e. is incurred for the purchase or permanent improvement of real property.

B. Excess Payments

Subrecipient shall refund, within fifteen (15) days after Department's request, any sum of money paid to Subrecipient by Department which Department determines (1) has resulted in an overpayment to Subrecipient or (2) has not been spent strictly in accordance with the terms of this contract. Department may offset or withhold any amounts otherwise owed to Subrecipient under this contract against any amount owed by Subrecipient to Department arising under this contract.

C. Limits of Liability

Notwithstanding any other provision of this contract, the total of all payments and other obligations incurred by Department under this contract shall not exceed the sum of $406,943.00

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

A. Each month Subrecipient may request an advance payment by submitting to Department at its offices in Travis County, Texas, no later than the twentieth (20th) day of the month prior to the month for which payment is sought, a properly completed CSBG Monthly Expenditure Report for an amount not to exceed Subrecipient's actual cash needs for the month for which such advance is sought.

B. Subrecipient's requests for advances shall be limited to the minimum amounts needed for the effective performance of this contract, and shall be timed as closely as possible with Subrecipient's actual immediate cash requirements. Subrecipient shall establish procedures to minimize the time elapsing between the transfer of funds from Department to Subrecipient and the disbursal of such funds by Subrecipient.

C. Department may use a cost reimbursement method of payment if (1) Department determines that Subrecipient has maintained cash balances in excess of need, (2) Department identifies any deficiency in the cash controls or financial management system used by Subrecipient, or (3) Subrecipient fails to comply with the reporting requirements of Section 11.

D. All funds paid to Subrecipient pursuant to this contract are paid in trust for the exclusive benefit of the low-income population of Subrecipient's service area and for the payment of allowable administrative expenses.

SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. Except as expressly modified by law or the terms of this contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the Uniform Grant Management Standards, 1 T.A.C. §5.141 et seq. (herein "Uniform Grant Management Standards"). All references therein to "local government" shall be construed to mean Subrecipient.

B. None of the costs described in Attachment C of OMB Circular No. A-87, as modified by the Uniform Grant Management Standards, shall be allowable unless Subrecipient has obtained Department's prior written approval to incur such cost.

C. Use of Alcoholic Beverages. None of the funds provided under this contract shall be used for the payment of salaries to any employee who uses alcoholic beverages while on active duty. No funds provided under this contract for travel expenses shall be used for the purchase of alcoholic beverages.

SECTION 7. TERMINATION AND SUSPENSION

A. Department may terminate this contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to Subrecipient's failure to comply with any term of this contract. Department shall notify Subrecipient in writing at least thirty (30) days before the date of termination.

B. Nothing in this Section shall be construed to limit Department's authority to withhold payment and immediately suspend this contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this contract.

C. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the amount of damages due to Department is agreed upon or is otherwise determined.

D. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this contract

SECTION 8. CHANGES AND AMENDMENTS

A. Any change in the terms of this contract required by a change in state or federal law or regulation is automatically incorporated herein effective on the date designated by such law or regulations.

B. Except as otherwise specifically provided herein, any change in the terms of this contract shall be made by an amendment in writing and signed by both parties to this contract.

SECTION 9. TECHNICAL ASSISTANCE AND MONITORING

Department or its designee may conduct periodic on-site monitoring and evaluation of the efficiency, economy, and effectiveness of Subrecipient's performance of this contract. Department will advise Subrecipient in writing of any deficiencies noted during such monitoring. Department will provide technical assistance to Subrecipient and will require or suggest changes in Subrecipient's program implementation or in Subrecipient's accounting, personnel, procurement, and management procedures in order to correct any deficiencies noted. Department will conduct follow-up visits to review and assess the efforts Subrecipient has made to correct previously noted deficiencies. Department may place Subrecipient on a cost reimbursement method of payment, terminate this contract, or invoke other remedies in the event monitoring or other reliable sources reveal material deficiencies in Subrecipient's performance or if Subrecipient fails to correct any deficiency within the time allowed by federal law.

SECTION 10. RETENTION AND ACCESSIBILITY OF RECORDS

A. Subrecipient shall maintain fiscal records and supporting documentation for all expenditures made under this contract in accordance with the Uniform Grant Management Standards, Common Rule, §_.42.

B. All information collected, assembled, or maintained by Subrecipient shall be made available to the public during normal business hours in compliance with the Texas Public Information Act, Texas Government Code, Chapter 552.

C. Subrecipient shall give the U.S. Department of Health and Human Services, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to maintain such records for **three (3)** years in an accessible location and to cooperate with any examination conducted pursuant to this subsection. Subrecipient shall include the substance of this subsection in all subcontracts. Upon termination of this contract, all records are property of the CSBG.

SECTION 11. REPORTING REQUIREMENTS

A. Subrecipient shall submit to Department a CSBG Monthly Performance and Expenditure Report. The report must be received by Department according to the schedule set forth in Section 5(A). Reimbursements will not be processed without the submission of a CSBG Monthly Performance Report.

B. Upon notification by the Department that all funding has been drawn down from funds available under the prior year's allocation, Subrecipient shall submit to Department, no later than 60 days from the date of notification, a final CSBG Expenditure Report containing a full accounting of all funds expended under that allocation.

C. Subrecipient shall annually submit to Department, no later than the last day of February, a cumulative inventory of all equipment acquired, in whole or in part, with funds received under this or previous CSBG contracts.

D. If Subrecipient fails to submit within 45 days of its due date, any report or response required by this contract, including responses to monitoring reports, Department may, in its sole discretion, suspend payments, place Subrecipient on cost reimbursement method of payment, and initiate proceedings to terminate the contract. If Subrecipient receives CSBG funds from Department over two or more contract periods, termination proceedings may be initiated on this contract for Subrecipient's failure to submit a report, including an audit report, past due from a prior contract.

SECTION 12. PROPERTY REQUIREMENTS

A. Subrecipient may not use funds provided under this contract to purchase personal property with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than $5,000 unless Subrecipient has received the prior written approval of Department for such purchase.

B. Upon the termination or non-renewal of this contract, Department may transfer title to any such equipment having a unit acquisition cost (the net invoice unit price of an item of equipment) of $5,000 or more to itself or to any other entity receiving funds under the CSBG Act.

SECTION 13. INDEPENDENT CONTRACTOR

Subrecipient is an independent contractor. Subrecipient agrees to hold Department harmless and, to the extent allowed by law, indemnify it against any disallowed costs or other claims which may be asserted by any third party in connection with Subrecipient's performance of this contract.

SECTION 14. SUBCONTRACTS

A. Subrecipient may not subcontract the primary performance of this contract and only may enter into contractual agreements for consulting and other professional services including, but not limited to, auditors and attorneys, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department as per Section 9.

B. In no event shall any provision of this Section 14 specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this contract, as if such performances rendered were rendered by Subrecipient. Department's approval under Section 14 does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to insist upon Subrecipient's full compliance with the terms of this contract, and by the act of approval under Section 14, Department does not waive any right of action which may exist or which may subsequently accrue to Department under this contract.

SECTION 15. CONFLICT OF INTEREST/NEPOTISM

A. Subrecipient covenants that neither it nor any member of its governing body has or shall acquire any interest, direct or indirect, which would conflict in any manner with the performance of this contract. No person having such interest shall be employed by Subrecipient or appointed as a member of Subrecipient's governing body. No member of Subrecipient's governing body may be employed by Subrecipient during his service on the board or for twelve months thereafter.

B. Subrecipient agrees that it will ensure that no officer, employee, or member of Subrecipient's governing body shall vote for or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. A definition of such prohibited relationship may be found in §573.021 et seq. of the Texas Government Code. This prohibition shall not prohibit the continued employment of a person who has been continuously employed for a period of one year prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

C. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a subcontract supported by funds provided hereunder if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when: 1) the employee, officer, or agent; 2) any member of his or her immediate family; 3) his or her partner; or 4) any organization which employs or is about to employ, any of the above, has a financial or other interest in the firm or person selected to perform the subcontract.

D. Subrecipient's employees, officers, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors, or potential subconctractors.

SECTION 16. COMPLIANCE WITH LAWS

Subrecipient shall comply with the CSBG Act and with the rules and regulations promulgated there under, and with all federal, state, and local laws and regulations applicable to the performance of this contract, including 10 TAC, Part I, Ch 5, Subch. A, Section 5.1-5.15.

SECTION 17. PROGRAM INCOME

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this contract in accordance with the Uniform Grant Management Standards, Common Rule, §_.25.

SECTION 18. NON-BINDING GUIDANCE

Department may issue non-binding guidance to explain the rules and provide directions on terms of this contract.

SECTION 19. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

No person shall on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this contract.

SECTION 20. LEGAL AUTHORITY

A. Subrecipient represents that it possesses the legal authority to enter into this contract and to perform the services Subrecipient has obligated itself to perform hereunder.

B. The person signing this contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Contract to execute this contract on behalf of Subrecipient and to bind Subrecipient to the terms herein set forth.

C. Department shall have the right to terminate this contract if there is a dispute as to the legal authority of either Subrecipient or the person signing this contract to enter into this contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this contract, if Department has terminated this contract for reasons enumerated in this Section 20.

SECTION 21. AUDIT

A. For any fiscal year included within the Grant Period during which the Subrecipient expended $500,000 or more in total federal or $500,000 in total state financial assistance, Subrecipient shall arrange for the performance of an annual audit of the funds received and performances rendered under this grant agreement. The audit shall be made in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. ch. 75; and OMB Circular No. 133 (as revised on 6/30/1997), "Audits of States, Local Governments, and Non-Profit Organizations." The term "federal financial assistance" includes awards of federal financial assistance received directly from federal agencies, or indirectly through units of state and local government.

B. Notwithstanding Subsection A, of this Section 21, Subrecipients expending less than $500,000 in Federal financial assistance or $500,000 in State financial assistance, may arrange for the performance of an annual financial statement audit. Such audit should include verification of all expenditures by budget category, in accordance with final Expenditure Report submitted to close out allocation year.

C. Subrecipient shall submit three (3) copies of such audit report and any associated management letter to the Department (2 to Portfolio Monitoring and Compliance and 1 to Community Affairs Division) within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subrecipient shall make audit report available for public inspection within thirty (30) days after receipt of the audiit(s). Audits performed under this Section 21 are subject to review and resolution by Department or its authorized representative.

D. For any fiscal year ending within or immediately after the Grant Period, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipients fiscal year end.

E. Department reserves the right to conduct additional audits of the funds received and performances rendered under this grant agreement. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

F. Subrecipient shall be liable to Department for any costs disallowed pursuant to audit(s) of funds received under this agreement. Subrecipient shall reimburse such disallowed costs with funds that are not provided under this contract.

G. Subrecipient shall procure audit services through an open, competitive process at least once every four years. The auditor shall retain working papers and reports for a minimum of three years after the date of issuance of the auditor's report to the auditee. Audit working papers shall be made available upon request to Department at the completion of the audit, as a part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this part. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.

SECTION 22. TRAVEL

Allowable travel costs under this contract shall be determined in accordance with OMB Circulars A-122 or A-87, as applicable, any Department directives on travel, and with Subrecipient's written travel policy. Subrecipient's written travel policy shall delineate the rates which Subrecipient shall use in computing the travel and per diem expenses of its board members and employees. Prior to incurring any costs for travel, Subrecipient must provide Department with a copy of its travel policy and evidence that such policy has been approved by Subrecipient's governing body. If Subrecipient has no established written travel policy, the travel regulations applicable to Department employees shall apply.

SECTION 23. POLITICAL ACTIVITY PROHIBITED

A. None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Subrecipient from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen, information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

B. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.

C. None of the funds under this contract shall be expended in payment of the salary for full-time employment of any employee who is also the paid lobbyist of any individual, firm, association, or corporation. None of the funds provided by this contract shall be expended in payment of the partial salary of a part-time employee who is required to register as a lobbyist by virtue of the employee's activities for compensation by or on behalf of industry, a profession or association related to operation of Subrecipient. A part-time employee may serve as a lobbyist on behalf of industry, a profession, or association so long as such entity is not related to Subrecipient. Except as authorized by law, no contract funds shall be expended in payment of membership dues to an organization on behalf of Subrecipient or an employee of Subrecipient if the organization pays all or part of the salary of a person required to register under Chapter 305, Government Code.

D. None of the funds provided under this contract shall be paid to any official or employee who violates any of the provisions of this section.

E. Programs assisted with CSBG funds shall not be carried on in a manner involving the use of program funds, the provision of services, or the employment or assignment of personnel, in a manner supporting or resulting in the identification of such programs with-

1. any partisan or non partisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office;

2. any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or

3. any voter registration activity.

SECTION 24. SECTARIAN INVOLVEMENT PROHIBITED

No funds received by Subrecipient hereunder shall be used, either directly or indirectly, to support any religious or anti-religious activity.

SECTION 25. COPYRIGHT

Subrecipient may copyright materials developed in the performance of this contract or with funds expended under this contract. Department and HHS shall each have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work for government purposes.

SECTION 26. PREVENTION OF WASTE, FRAUD, AND ABUSE

A. Subrecipient shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal controls systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.

B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the CSBG program. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse.

C. Subrecipient shall not discriminate against any employee or other person who reports a violation of the terms of this contract or of any law or regulation to Department or to any appropriate law enforcement authority if the report is made in good faith.

SECTION 27. HB 1196 CERTIFICATION

Subrecipient certifies that it, or a branch, division, or department of Subrecipient does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient or a branch, division, or department of Subrecipient is convicted of a violation under 8 U.S.C. Section 1324a, Subrecipient shall repay the public subsidy with interest, at the rate of 5% per annum, not later than the 120th day after the date TDHCA notifies Subrecipient of the violation.

SECTION 28. SB 608 CERTIFICATION

Under Section 2261.053, Texas Government Code, Subrecipient certifies that it is not ineligible to receive this contract and acknowledges that this contract may be terminated and payment withheld if certification is inaccurate.

SECTION 29. MAINTENANCE OF EFFORT

Funds provided to Subrecipient under this contract may not be substituted for funds or resources from any other source nor in any way serve to reduce the funds or resources which would have been available to or provided through Subrecipient had this contract never been executed.

SECTION 30. NO WAIVER

Any right or remedy given to Department by this contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

SECTION 31. SEVERABILITY

If any portion of this contract is held to be invalid by a court or administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

SECTION 32. ORAL AND WRITTEN AGREEMENTS

All oral and written agreements between the parties relating to the subject matter of this contract have been reduced to writing and are contained in this document and the exhibits attached hereto.

SECTION 33. COMMUNITY ACTION PLAN

Each eligible entity, as a condition to receipt of funding under this Act, shall submit to the Department a community action plan annually by October 31 that includes:

A. a community needs assessment every five years (next one due October 31, 2010);

B. a description of the service delivery system targeted to low-income individuals and families in the service area, including homeless individuals and families, migrants, and the elderly poor;

C. a description of how linkages will be developed to fill identified gaps in services through information, referral, case management, and follow-up consultations;

D. a description of how funding under this Act will be coordinated with other public and private resources; and,

E. a description of outcome measures to be used to monitor success in promoting self-sufficiency, family stability, and community revitalization.

SECTION 34. SPECIAL CONDITIONS

The Pro-Children Act of 1994, [20 U.S.C. Sec. 6081 et seq.] requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee.

SECTION 35. EXCLUDED PARTIES LIST SYSTEM

By signing this contract, Subrecipient certifies that neither it nor its current principle parties are included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA). Subrecipient also certifies that it will not award any funds provided by this contract to any party that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the Excluded Parties List System @ http://www.epls.gov/ or by collecting a certification from the potential subcontractor.

Effective Date: January 01, 2009

Hidalgo County Community Services Agency

By:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

This contract is effective when signed by the Texas Department of Housing and Community Affairs Executive Director or his authorized designee.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. 1 TO CONTRACT NO. 61090000375
COMMUNITY SERVICES BLOCK GRANT PROGRAM
CFDA#93.569

A3 mar9

SECTION 1. CONTRACT

The Texas Department of Housing and Community Affairs, an agency of the State of Texas, and Hidalgo County Community Services Agency agree to amend contract no. 61090000375 executed by the Department on or about January 1, 2009 (herein the "Contract").

SECTION 2. DEPARTMENT OBLIGATIONS

This contract is amended by revising Section 4 C. to read

C. Limits of Liability

Notwithstanding any other provision of this contract, the total of all payments and other obligations incurred by Department under this contract shall not exceed the sum of $693,491.00

Effective Date: March 01, 2009

Hidalgo County Community Services Agency

By:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

This contract is effective when signed by the Texas Department of Housing and Community Affairs Executive Director or his authorized designee.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. 2 TO CONTRACT NO. 61090000375
COMMUNITY SERVICES BLOCK GRANT PROGRAM
CFDA#93.569

SECTION 1. CONTRACT

The Texas Department of Housing and Community Affairs, an agency of the State of Texas, and Hidalgo County Community Services Agency agree to amend contract no. 61090000375 executed by the Department on or about January 1, 2009 (herein the "Contract").

SECTION 2. DEPARTMENT OBLIGATIONS

This contract is amended by revising Section 4 C. to read

C. Limits of Liability

Notwithstanding any other provision of this contract, the total of all payments and other obligations incurred by Department under this contract shall not exceed the sum of $1,265,970.00

Effective Date: May 01, 2009

Hidalgo County Community Services Agency

By:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

This contract is effective when signed by the Texas Department of Housing and Community Affairs Executive Director or his authorized designee.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. 3 TO CONTRACT NO. 61090000375
COMMUNITY SERVICES BLOCK GRANT PROGRAM
CFDA#93.569

SECTION 1. CONTRACT

The Texas Department of Housing and Community Affairs, an agency of the State of Texas, and Hidalgo County Community Services Agency agree to amend contract no. 61090000375 executed by the Department on or about January 1, 2009 (herein the "Contract").

SECTION 2. DEPARTMENT OBLIGATIONS

This contract is amended by revising Section 4 C. to read

C. Limits of Liability

Notwithstanding any other provision of this contract, the total of all payments and other obligations incurred by Department under this contract shall not exceed the sum of $1,778,377.52

Effective Date: July 01, 2009

Hidalgo County Community Services Agency

By:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

This contract is effective when signed by the Texas Department of Housing and Community Affairs Executive Director or his authorized designee.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 11090000552 FOR THE
FY 2009 COMMUNITY SERVICES BLOCK GRANT PROGRAM
AMERICAN RECOVERY AND REINVESTMENT ACT
CFDA#93.710

SECTION 1. PARTIES TO THE CONTRACT

This contract is made by and between the Texas Department of Housing and Community Affairs, an agency of the State of Texas, (herein the "Department") and Hidalgo County Community Services Agency (herein the "Subrecipient").

SECTION 2. CONTRACT PERIOD

This contract shall commence on August 01, 2009, and, unless earlier terminated, shall end on September 30, 2010 (herein the "Contract Period").

SECTION 3. SUBRECIPIENT PERFORMANCE

A. Pursuant to the Community Services Block Grant Act, 42 U.S.C. §9901 et seq. (herein the "CSBG Act"), Subrecipient shall operate, on an equitable basis throughout Subrecipient's service area, a program to ameliorate the causes of poverty. Subrecipient shall provide services and activities of the type specified in 42 U.S.C. §9907(b). Subrecipient's service area consists of the following counties:

HIDALGO

B. CSBG funds should primarily be focused on efforts which create sustainable economic resources. Eligible entities should provide a wide range of innovative employment-related services, use funds in a manner that meets the short-term and long term economic and employment needs of individuals, families and communities; and make meaningful and measurable progress toward the reform goals of the Recovery Act with special attention to creating and sustaining economic growth and employment opportunities. CSBG funds may be used to carry out activities under Sections 674 through 679 of the CSBG Act.

SECTION 4. DEPARTMENT OBLIGATIONS

A. Measure of Liability

In consideration of Subrecipient's satisfactory performance of this contract, as determined by Department, Department shall be liable for actual and reasonable costs incurred by Subrecipient during the contract period for performances rendered under this contract, subject to the limitations set forth in this Section 4.

1. Department's obligations under this Section are contingent upon the actual receipt by Department of funds from the U.S. Department of Health and Human Services (hereinafter "HHS"). If adequate funds are not available to make payments under this contract, Department shall terminate this contract and shall not be liable for failure to make payments hereunder.
2. Department is not liable to Subrecipient for any cost incurred by Subrecipient which:
   a. is subject to reimbursement by a source other than Department;
   b. is for the performance of services or activities not authorized by 42 U.S.C. §9907(b), is for one of the activities prohibited in 42 U.S.C. §9918, or which is not in accordance with the terms of this contract;
   c. is not reported to Department on CSBG American Recovery and Reinvestment Act (ARRA) Monthly Expenditure Report within sixty (60) days following the termination of this contract;
   d. is not incurred during the Contract period;
   e. is incurred for the purchase or permanent improvement of real property.

B. Excess Payments

Subrecipient shall refund, within fifteen (15) days after Department's request, any sum of money paid to Subrecipient by Department which Department determines (1) has resulted in an overpayment to Subrecipient or (2) has not been spent strictly in accordance with the terms of this contract. Department may offset or withhold any amounts otherwise owed to Subrecipient under this contract against any amount owed by Subrecipient to Department arising under this contract.

C. Limits of Liability

Notwithstanding any other provision of this contract, the total of all payments and other obligations incurred by Department under this contract shall not exceed the sum of $2,757,585.00

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

A. Subrecipients may request a working capital advance for 30 days cash needs. In order to request an advance payment, subrecipient must submit to Department a properly completed Performance and Expenditure Report that includes a request for advance funds (Projected Expenses).

B. Subrecipient's requests for advances shall be limited to the minimum amounts needed for the effective performance of this contract, and shall be timed as closely as possible with Subrecipient's actual immediate cash requirements. Subrecipient shall establish procedures to minimize the time elapsing between the transfer of funds from Department to Subrecipient and the disbursal of such funds by Subrecipient.

C. Department may use a cost reimbursement method of payment if (1) Department determines that Subrecipient has maintained cash balances in excess of need, (2) Department identifies any deficiency in the cash controls or financial management system used by Subrecipient, or (3) Subrecipient fails to comply with the reporting requirements of Section 11.

D. All funds paid to Subrecipient pursuant to this contract are paid in trust for the exclusive benefit of the low-income population of Subrecipient's service area and for the payment of allowable administrative expenses.

SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. Except as expressly modified by law or the terms of this contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the Uniform Grant Management Standards, 1 T.A.C. §5.141 et seq. (herein "Uniform Grant Management Standards"). All references therein to "local government" shall be construed to mean Subrecipient.

B. None of the costs described in Appendix C of OMB Circular No. A-87, as modified by the Uniform Grant Management Standards, shall be allowable unless Subrecipient has obtained Department's prior written approval to incur such cost.

C. Use of Alcoholic Beverages. None of the funds provided under this contract shall be used for the payment of salaries to any employee who uses alcoholic beverages while on active duty. No funds provided under this contract for travel expenses shall be used for the purchase of alcoholic beverages.

SECTION 7. TERMINATION AND SUSPENSION

A. Department may terminate this contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to Subrecipient's failure to comply with any term of this contract. Department shall notify Subrecipient in writing at least thirty (30) days before the date of termination.

B. Nothing in this Section shall be construed to limit Department's authority to withhold payment and immediately suspend this contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this contract.

C. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the amount of damages due to Department is agreed upon or is otherwise determined.

D. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this contract.

SECTION 8. CHANGES AND AMENDMENTS

A. Any change in the terms of this contract required by a change in state or federal law or regulation is automatically incorporated herein effective on the date designated by such law or regulations.

B. Except as otherwise specifically provided herein, any change in the terms of this contract shall be made by an amendment in writing and signed by both parties to this contract.

SECTION 9. TECHNICAL ASSISTANCE AND MONITORING

Department or its designee may conduct periodic on-site monitoring and evaluation of the efficiency, economy, and effectiveness of Subrecipient's performance of this contract. Department will advise Subrecipient in writing of any deficiencies noted during such monitoring. Subrecipient shall respond to the monitoring report by the required deadline. Department will provide technical assistance, upon request, to Subrecipient and will require or suggest changes in Subrecipient's program implementation or in Subrecipient's accounting, personnel, procurement, and management procedures in order to correct any deficiencies noted. Department will conduct follow-up visits to review and assess the efforts Subrecipient has made to correct previously noted deficiencies. Department may place Subrecipient on a cost reimbursement method of payment, terminate this contract, or invoke other remedies in the event monitoring or other reliable sources reveal material deficiencies in Subrecipient's performance or if Subrecipient fails to correct any deficiency within the time allowed by federal law.

SECTION 10. RETENTION AND ACCESSIBILITY OF RECORDS

A. Subrecipient shall maintain fiscal records and supporting documentation for all expenditures made under this contract in accordance with the Uniform Grant Management Standards, Common Rule, §_.42.

B. All information collected, assembled, or maintained by Subrecipient shall be made available to the public during normal business hours in compliance with the Texas Public Information Act, Texas Government Code, Chapter 552.

C. Subrecipient shall give the U.S. Department of Health and Human Services, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to maintain such records for **three (3)** years in an accessible location and to cooperate with any examination conducted pursuant to this Subsection. Subrecipient shall include the substance of this subsection in all subcontracts. Upon termination of this contract, all records are property of the CSBG.

SECTION 11. REPORTING REQUIREMENTS

A. Subrecipients are required to submit a monthly Performance Report and Expenditure Report no later than the 15th day of the calendar month. However, monthly Reports for the last month of the calendar quarter are due no later than the fifth (5th) day following the end of the quarter. Subrecipient must submit the first Performance Report and Expenditure Report no later than September 15, 2009 regardless of whether Subrecipient makes a fund request. The monthly Performance Report and Expenditure Report are due no later than:

October 5, 2009

November 15, 2009

December 15, 2009

January 5, 2010

February 15, 2010

March 15, 2010

April 5, 2010

May 15, 2010

June 15, 2010

July 5, 2010

August 15, 2010

September 15, 2010

October 5, 2010

B. Subrecipient shall submit to Department, no later than 60 days from the end of the contract, a final CSBG ARRA Performance Report and a final CSBG ARRA Expenditure Report containing a full accounting of all funds expended under that allocation.

C. Subrecipient shall submit to Department, no later than November 30, 2010, a cumulative inventory of all equipment acquired, in whole or in part, with funds received under this contract.

D. If Subrecipient fails to submit timely, any report the Department may, in its sole discretion, suspend payments, deoboligate funds, and/or initiate proceedings to terminate the contract. Termination proceedings may be initiated on this contract for Subrecipient's failure to submit a report, including an audit report, past due from a prior contract.

E. Subrecipient shall track all funds under this Contract and their projected statuses separately from all other funds, and shall assist Department in preparing and filing the Department's recipient reports required by Section 1512(c) of the American Recovery and Reinvestment Act of 2009. Subrecipient shall provide to the Department, not later than five (5) calendar days after the end of each calendar quarter, the following information:

1. An estimate of the number of jobs created and the number of jobs retained by the project or activity;

2. For infrastructure investments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Contract, and the name of the person to contact, and contact information, if there are concerns with the infrastructure investment;

3. The names and total compensation of the five most highly compensated officers of the entity if-

   a. the recipient in its preceding fiscal year received-

      i. 80 percent or more of its annual gross revenues in Federal awards; and

      ii. $25,000,000 or more in annual gross revenues from Federal awards; and

b. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 [26 USC § 6104];

4. Vendor information including description of products or services, name, zip code, DUNS number, payment amount; and

5. Any other information requested by the Department related to the Contract.

F. Failure to submit information requested as per the aforementioned paragraphs may result in suspension of payments, deobligation of funds, and/or termination of this contract.

SECTION 12. PROPERTY REQUIREMENTS

A. Subrecipient may not use funds provided under this contract to purchase personal property with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than $5,000 unless Subrecipient has received the prior written approval of Department for such purchase.

B. Upon the termination of this contract, Department may transfer title to any such equipment having a unit acquisition cost (the net invoice unit price of an item of equipment) of $5,000 or more to itself or to any other entity receiving funds under the CSBG Act.

SECTION 13. INDEPENDENT CONTRACTOR

Subrecipient is an independent contractor. Subrecipient agrees to hold Department harmless and, to the extent allowed by law, indemnify it against any disallowed costs or other claims which may be asserted by any third party in connection with Subrecipient's performance of this contract.

SECTION 14. SUBCONTRACTS

A. Subrecipient may not subcontract the primary performance of this contract and only may enter into contractual agreements for consulting and other professional services including, but not limited to, auditors and attorneys, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department as per Section 9.

B. In no event shall any provision of this Section 14 specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this contract, as if such performances rendered were rendered by Subrecipient. Department's approval under Section 14 does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to insist upon Subrecipient's full compliance with the terms of this contract, and by the act of approval under Section 14, Department does not waive any right of action which may exist or which may subsequently accrue to Department under this contract.

SECTION 15. REQUIREMENT FOR FIXED-PRICE CONTRACTING

To the maximum extent possible, subcontracts funded under this Contract shall be awarded as fixed-price contracts through the use of competitive procedures. Subrecipient shall post a summary of any contract awarded with such funds that is not fixed-price and not awarded using competitive procedures on the federal website established pursuant to Section 1526 of the American Recovery and Reinvestment Act of 2009.

SECTION 16. CONFLICT OF INTEREST/NEPOTISM

A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.

C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. Subrecipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

D. Subrecipients who are local governmental entities shall, in addition to the requirements of this Section, follow the requirements of Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.

E. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or deobligation of funds.

SECTION 17. REQUIREMENT TO POST NOTICE OF WHISTLEBLOWER RIGHTS AND REMEDIES

Any employer receiving funds under this Contract shall post notice of the rights and remedies afforded whistleblowers under Section 1553 of the American Recovery and Reinvestment Act of 2009.

SECTION 18. COMPLIANCE WITH LAWS

Subrecipient shall comply with the CSBG Act and with the rules and regulations promulgated there under, and with all federal, state, and local laws and regulations applicable to the performance of this contract, including 10 TAC, Part I, Ch 5, Subch. A, and Title 10, Part 1, Ch 5, Subch B.

SECTION 19. PROGRAM INCOME

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this contract in accordance with the Uniform Grant Management Standards, Common Rule, §_.25.

SECTION 20. NON-BINDING GUIDANCE

Department may issue non-binding guidance to explain the rules and provide directions on terms of this contract.

SECTION 21. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

No person shall on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this contract.

SECTION 22. PREVAILING WAGES AND RATES PAID TO SUBRECIPIENTS AND SUBCONTRACTORS

Notwithstanding any other provision of law and in a manner consistent with other provisions of the American Recovery and Reinvestment Act of 2009, all laborers and mechanics employed by Subrecipient and subcontractors on projects funded directly by or assisted in whole or in part by and through the federal government pursuant to the American Recovery and Reinvestment Act of 2009 shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

SECTION 23. LEGAL AUTHORITY

A. Subrecipient represents that it possesses the legal authority to enter into this contract and to perform the services Subrecipient has obligated itself to perform hereunder.

B. The person signing this contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Contract to execute this contract on behalf of Subrecipient and to bind Subrecipient to the terms herein set forth.

C. Department shall have the right to terminate this contract if there is a dispute as to the legal authority of either Subrecipient or the person signing this contract to enter into this contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this contract, if Department has terminated this contract for reasons enumerated in this Section 23.

SECTION 24. DESIGNATED SUBRECIPIENT CONTACTS

Subrecipient shall designate, in writing, at the time Subrecipient executes this Contract, one or more responsible and qualified individuals as points of contact with the Department to maintain a flow of current information relating to the receipt, deployment, management and use of funds received under this Contract. Any changes in the information reported must be reported to the Department within seven (7) days.

SECTION 25. AUDIT

A. For any fiscal year included within the Grant Period during which the Subrecipient expended $500,000 or more in total federal or $500,000 in total state financial assistance, Subrecipient shall arrange for the performance of an annual audit of the funds received and performances rendered under this grant agreement. The audit shall be made in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. ch. 75; and OMB Circular No. 133 (as revised on 6/30/1997), "Audits of States, Local Governments, and Non-Profit Organizations." The term "federal financial assistance" includes awards of federal financial assistance received directly from federal agencies, or indirectly through units of state and local government.

B. Notwithstanding Subsection A, of this Section 25, Subrecipients expending less than $500,000 in Federal financial assistance or $500,000 in State financial assistance, may arrange for the performance of an annual financial statement audit. Such audit should include verification of all expenditures by budget category, in accordance with final Expenditure Report submitted to close out allocation year.

C. Subrecipient shall submit three (3) copies of such audit report and any associated management letter to the Department, 2 copies to the Portfolio Monitoring and Compliance Divison and 1 copy to Community Affairs Division, within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subrecipient shall make audit report available for public inspection within thirty (30) days after receipt of the audiit(s). Audits performed under this Section 25 are subject to review and resolution by Department or its authorized representative.

D. For any fiscal year ending within or immediately after the Grant Period, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipients fiscal year end.

E. Department reserves the right to conduct additional audits of the funds received and performances rendered under this grant agreement. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

F. Subrecipient shall be liable to Department for any costs disallowed pursuant to audit(s) of funds received under this agreement. Subrecipient shall reimburse such disallowed costs with funds that are not provided under this contract.

G. Subrecipient shall procure audit services through an open, competitive process at least once every four years. The auditor shall retain working papers and reports for a minimum of three years after the date of issuance of the auditor's report to the auditee. Audit working papers shall be made available upon request to Department at the completion of the audit, as a part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this part. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.

SECTION 26. TRAVEL

Allowable travel costs under this contract shall be determined in accordance with OMB Circulars A-122 or A-87, as applicable, any Department directives on travel, and with Subrecipient's written travel policy. Subrecipient's written travel policy shall delineate the rates which Subrecipient shall use in computing the travel and per diem expenses of its board members and employees. Prior to incurring any costs for travel, Subrecipient must provide Department with a copy of its travel policy and evidence that such policy has been approved by Subrecipient's governing body. If Subrecipient has no established written travel policy, the travel regulations applicable to Department employees shall apply.

SECTION 27. POLITICAL ACTIVITY PROHIBITED

A. None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Subrecipient from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen, information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

B. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.

C. None of the funds under this contract shall be expended in payment of the salary for full-time employment of any employee who is also the paid lobbyist of any individual, firm, association, or corporation. None of the funds provided by this contract shall be expended in payment of the partial salary of a part-time employee who is required to register as a lobbyist by virtue of the employee's activities for compensation by or on behalf of industry, a profession or association related to operation of Subrecipient. A part-time employee may serve as a lobbyist on behalf of industry, a profession, or association so long as such entity is not related to Subrecipient. Except as authorized by law, no contract funds shall be expended in payment of membership dues to an organization on behalf of Subrecipient or an employee of Subrecipient if the organization pays all or part of the salary of a person required to register under Chapter 305, Government Code.

D. None of the funds provided under this contract shall be paid to any official or employee who violates any of the provisions of this section.

E. Programs assisted with CSBG ARRA funds shall not be carried on in a manner involving the use of program funds, the provision of services, or the employment or assignment of personnel, in a manner supporting or resulting in the identification of such programs with-

1. any partisan or non partisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office;

2. any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or

3. any voter registration activity.

SECTION 28. SECTARIAN INVOLVEMENT PROHIBITED

No funds received by Subrecipient hereunder shall be used, either directly or indirectly, to support any religious or anti-religious activity.

SECTION 29. PROHIBITED USES OF FUNDS

Subrecipient shall not use any of the funds made available under this Contract for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

SECTION 30. COPYRIGHT

Subrecipient may copyright materials developed in the performance of this contract or with funds expended under this contract. Department and HHS shall each have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work for government purposes.

SECTION 31. PREVENTION OF WASTE, FRAUD, AND ABUSE

A. Subrecipient shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal controls systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.

B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the CSBG program. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse.

C. Subrecipient shall not discriminate against any employee or other person who reports a violation of the terms of this contract or of any law or regulation to Department or to any appropriate law enforcement authority if the report is made in good faith.

SECTION 32. HB 1196 CERTIFICATION

Subrecipient certifies that it, or a branch, division, or department of Subrecipient does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient or a branch, division, or department of Subrecipient is convicted of a violation under 8 U.S.C. Section 1324a, Subrecipient shall repay the public subsidy with interest, at the rate of 5% per annum, not later than the 120th day after the date TDHCA notifies Subrecipient of the violation.

SECTION 33. SB 608 CERTIFICATION

Under Section 2261.053, Texas Government Code, Subrecipient certifies that it is not ineligible to receive this contract and acknowledges that this contract may be terminated and payment withheld if certification is inaccurate.

SECTION 34. LEGAL USE OF FUNDS CERTIFICATION

Subrecipient hereby certifies, as a condition to receiving funds from the Department under this Contract, that the funds will be used in accordance with state and federal laws.

SECTION 35. MAINTENANCE OF EFFORT

Funds provided to Subrecipient under this contract may not be substituted for funds or resources from any other source nor in any way serve to reduce the funds or resources which would have been available to or provided through Subrecipient had this contract never been executed.

SECTION 36. NO WAIVER

Any right or remedy given to Department by this contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

SECTION 37. SEVERABILITY

If any portion of this contract is held to be invalid by a court or administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

SECTION 38. ORAL AND WRITTEN AGREEMENTS

All oral and written agreements between the parties relating to the subject matter of this contract have been reduced to writing and are contained in this document and the exhibits attached hereto.

SECTION 39. COMMUNITY ACTION PLAN

Each eligible entity, as a condition to receipt of funding under this Act, shall revise and submit to the Department a Community Action Plan (CAP) if the activities and services proposed in this contract go beyond the scope of the previously submitted and approved CAP Plan.

SECTION 40. EXPENDITURE RATE

A. All funds must be fully expended by September 30, 2010.

B. At 10 months in the Grant Period, the Department shall review expenditure rates of all subrecipients and may recapture funds if the Department determines the subrecipient has expended less than 75% of funds.

SECTION 41. SPECIAL CONDITIONS

The Pro-Children Act of 1994, [20 U.S.C. Sec. 6081 et seq.] requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee.

SECTION 42. JOB POSTINGS ON WORKINTEXAS.COM

Subrecipients must post all of their contract-related job opportunities on the Workintexas.com website.

SECTION 43. POSTING OF PROCUREMENT OPPORTUNITIES

In addition to following any applicable state or local procurement laws, Subrecipient shall timely provide the Department with an electronic version of any notice of procurement opportunity for posting on the Department's website.

SECTION 44. EXCLUDED PARTIES LIST SYSTEM

By signing this contract, Subrecipient certifies that neither it nor its current principle parties are included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA). Subrecipient also certifies that it will not award any funds provided by this contract to any party that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the Excluded Parties List System @ http://www.epls.gov/ or by collecting a certification from the potential subcontractor.

Effective Date: August 01, 2009

Hidalgo County Community Services Agency

By:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

This contract is effective when signed by the Texas Department of Housing and Community Affairs Executive Director or his authorized designee.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

www.tdhca.state.tx.us

Rick Perry
GOVERNOR

Michael Gerber
EXECUTIVE DIRECTOR

BOARD MEMBERS
C. Kent Conine, *Chair*
Gloria Ray, *Vice Chair*
Leslie Bingham Escareño
Tomas Cardenas, P.E.
Sonny Flores
Juan S. Muñoz, Ph.D.

August 27, 2009

Ms. Maribel Navarro-Saenz
Executive Director
Hidalgo County Community Services Agency
P.O. Box 204
Edinburg, Texas 78540

Re: FY 2009 CSBG/ARRA Plan, Performance Statement and Budget

Dear Ms. Navarro-Saenz:

This letter will serve to acknowledge receipt of your entity's Fiscal Year 2009 Community Services Block Grant (CSBG), American Recovery and Reinvestment Act (CSBG/ARRA) Plan, Performance Statement and Budget by the Texas Department of Housing and Community Affairs (The Department).

The Community Services Section of the Department has reviewed the documents referenced above for compliance with the conditions of the Coats Human Services Reauthorization Act of 1998 (Public Law 105-285), 10 TAC §5.210, and the American Recovery and Reinvestment Act.

The Department is pleased to inform you that your FY 2009 CSBG/ARRA Plan, Performance Statement and Budget have been approved. It is important to note that CSBG/ARRA funds must be expended by September 30, 2010 and funds may not be carried forward nor will the contract be extended.

The Department shall review expenditure rates of all subrecipients on February 28, 2010. Any subrecipient that has not expended 50% of the contract funds by that date must provide a plan to the Department that demonstrates how expenditure rates will be achieved. On May 31, 2010 funds may be recaptured if the Department determines the subrecipient has expended less than 75% of funds on or before that date.

Failure to comply with contractual expenditure rates may result in the Department recapturing funds, if necessary, to ensure a 100% expenditure rate by September 30, 2010.

The Department has completed the 2009 CSBG ARRA contracts. Your contract is available for signature. Enclosed, you will find your FY 2009 CSBG/ARRA Performance Statement and Budget. The Performance Statement contains the performance measures and corresponding National Performance Indicator codes chosen by your agency as services that will be provided during the FY 2009 CSBG/ARRA program year.

Thank you for your cooperation and efforts to comply with federal and state requirements. Should you have questions or need further assistance with this matter, please contact your Program Officer, Casey Ubias Jr., at (512) 475-3949.

Sincerely,

Stuart P. Campbell
Manager
Community Services

Enclosure

P:\cubias\ARRA 2009\Corrospondence\Hidalgo County ARRA APPROVAL2009.doc

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
CSBG American Recovery and Reinvestment Act (ARRA) Plan

1. Community Needs to be Targeted

The County of Hidalgo Community Service Agency (CHCSA) conducted a community needs assessment in 2005. Among the top five needs identified during this process is the need for Employment Skills Training. Therefore, CHCSA intends to utilize the American Recovery and Reinvestment Act funds to target this community need in partnership with Texas Workforce Commission. CHCSA also intends to partner with the Texas Veterans Administration and TWC to target Iraqi and Afghanistan Veterans returning home and in need of supportive services for themselves and their families.

2. Activities that will address the community need

A. Financial Aid (tuition, fees, books, school supplies, etc.) to attend a trade school, college, or a university;
B. Assistance with child care to enable a parent to receive education or training;
C. Stipends or Needs Related Payments, as defined by TWC;
D. Supportive Services needed to attend trade school, college or a university and ensure successful completion, such as but not limited to:
   1) Tools and/or Uniforms
   2) Rental Assistance
   3) Gas Assistance
   4) Car Repair Assistance
   5) Utility Assistance
   6) Transportation to Medical Facilities (Veterans Project Only)

3. Detailed description of activities, NPIs and Timelines

Educational opportunities (NPI 1.2J) will be made available in the provision of financial assistance to household members for tuition, fees books, and supplies to attend a trade school, college, or university. In order to enable parent(s) to take advantage of the educational opportunities offered by CHCSA, assistance with child care (NPI 1.2E) will also be considered. The child care and stipends will be provided in-conjunction with the educational opportunities. Parents making satisfactory progress and have exhausted or did not qualify for unemployment insurance benefits as a result of a qualifying layoff, will be considered for the needs related payments. To further alleviate obstacles and/or barriers that may deter the parent from being successful in their educational pursuit, CHCSA will provide assistance with supportive services such as but not limited to:

a) tools and/or uniforms (NPI 1.2K) needed to carrying out the requirement of the educational programs;
b) transportation assistance (gasoline NPI 1.2F, 6.2G, 6.3D5, car repairs NPI 6.2B, 6.3D5;
c) rental assistance (NPI 6.2B, 6.3D2)
d) utility payment assistance (NPI 6.2B, 6.3D2)

These supportive services will be available on an as needed and/or emergency basis. Similar educational opportunities will be available for the Veteran, himself/herself, and/or immediate family members (parents, spouse, adult children living at home) child care services and supportive services will also be available in addition to the supportive services listed above. Veterans will be afforded transportation assistance (bus tickets NPI 6.3D5) to medical facilities within and outside of Hidalgo County. In the Veteran's project the child care and/or supportive services may be provided if the Veteran is currently enrolled in a trade school, college, or a university.

CHCSA plans to have educational opportunities available at the commencement of the contract August 1, 2009 through April 30, 2010. It is anticipated that a minimum 25% of clients initially enrolled, due to unforeseen reasons, may not be able to complete the coursework, therefore in the months of January 2010 and May 2010, CHCSA will concentrate its efforts on recruiting new participants to fill the vacancies created.

Given that the projects are similar the timeline for the Veterans project will also be August 1, 2009 through April 30, 2010. All services in both projects will run concurrently. TWC assesses entire household and determines all household needs at the initial appointment.

4. Coordination efforts with TWC and Texas Veterans Administration

CHCSA plans to coordinate with the Texas Workforce Commission thru means of an Iterlocal Agency Agreement by which we agree to enhance upon TWC's current WIA ARRA project targeting adults and dislocated workers with training needs. TWC will target the training investments in high growth industries such as green jobs, healthcare, and advanced manufacturing. TWC's goal is to serve approximately 400 adults and 165 dislocated workers in a tri-county area. In collaborating with CHCSA, the number served by TWC in Hidalgo will increase by approximately 350 adults and dislocated workers.

CHCSA also plans to coordinate with the Texas Veteran's Administration in Hidalgo County to facilitate a referral process between TWC and the Texas Veteran's Administration. With all 3 entities effort's, CHCSA projects to serve approximately 35 Veteran households.

Clients will be subjected to both entities' income eligibility criteria. Those clients deemed income ineligible by TWC standards will be assessed by CHCSA and served under the CSBG Case Management component if determined income eligible by CHCSA. All services planned for with ARRA will also be available to the clients served by CHCSA by means of TWC's network of providers.

5. Number of jobs to be created.

CHCSA projects do not seek to create new jobs. CHCSA's aim is to increase the participant's skill level; in turn, the participate will be in a better position to take advantage of employment opportunities presented to him/her.

6. Number of low income persons to be assisted

CHCSA plans on assisting approximately 350 low income persons enrolled in a trade school, college, or university, with child care services and supportive services. Additionally, CHCSA plans on assisting approximately 35 Veteran households with the activities detailed herein.

7. Amount of funds for each project

CHCSA intends to utilize approximately 89% ($2,450,000) of the ARRA funds to provide financial aid to attend a trade school, college, or university, child care assistance and supportive services to low income persons through the Interlocal Agency Agreement with TWC and in order to provide the listed activities for the Veterans, CHCSA plans to utilize approximately 5.4% ($150,000) of the ARRA funds.

8. Timeline for each project

Each project will be operated from August 1, 2009 through September 30, 2010.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

Subrecipient County of Hidalgo Community Service Agency

Contract # 11090000552

Amendment #

Date of Submission

COMMUNITY SERVICES BLOCK GRANT – AMERICAN RECOVERY AND REINVESTMENT ACT BUDGET (CSBG – ARRA)

August 1, 2009 through September 30, 2010

	BUDGET CATEGORIES	AMOUNT
1.	Personnel (Detailed on Budget Support Sheet B.1)	$ 47,503
2.	Fringe Benefits (Detailed on Budget Support Sheet B.2)	$ 6,959
3.	Travel (Detailed on Budget Support Sheet B.2)	$ 300
4.	General Purpose Equipment (Detailed on Budget Support Sheet B.3)	$
5.	Supplies (Detailed on Budget Support Sheet B.2)	$ 2,874
6.	Contractual (Detailed on Budget Support Sheet B.4)	$ 12,000
7.	Other: _____ (Detailed on Budget Support Sheet B.5)	$ 2,687,949
8.	Indirect Costs (Based on currently approved Plan) _____% Base of _____	$
	TOTAL	**$ 2,757,585**

Approval of this budget constitutes approval of equipment purchases in amounts less than $5,000 per unit. Department's **prior** written approval is required to purchase or lease of equipment with per-unit costs of $5,000 or greater.

COMMUNITY SERVICES BLOCK GRANT – AMERICAN RECOVERY AND REINVESTMENT ACT BUDGET (CSBG – ARRA)
FFY 2009

BUDGET SUPPORT SHEET B.1

NAME OF SUBRECIPIENT: County of Hidalgo Community Service Agency

PERSONNEL			
BUDGET CATEGORIES	**NO. MOS.**	**% OF CSBG PARTICIPATION**	**AMOUNT OF CSBG RECOVERY FUNDS**
Executive Director	14	10%	$ 9,366
Fiscal Director	14	10%	$ 8,171
Executive Secretary/Human Resources Coordinator	14	10%	$ 4,931
Financial Account Specialist	14	10%	$ 3537
Accounting Specialist	14	10%	$ 3,395
Program Specialist	14	10%	$ 6,983
Filing Clerk (2)	14	10%	$ 4,185
Lead Data Entry/Processing Clerk	14	10%	$ 3,394
CCFS Coordinator	14	10%	$ 3,541
		%	$
		%	$
		%	$
		%	$
		%	$
PAGE TOTAL		%	**$ 47,503**

COMMUNITY SERVICES BLOCK GRANT – AMERICAN RECOVERY AND REINVESTMENT ACT BUDGET (CSBG – ARRA)
FFY 2009

BUDGET SUPPORT SHEET B.2

NAME OF SUBRECIPIENT: County of Hidalgo Community Service Agency

FRINGE BENEFITS

F.I.C.A. (7.65%)	$ 3,634
UNEMPLOYMENT	$
WORKMANS COMP. INSURANCE	$
HEALTH INSURANCE	$
OTHER Pension (7.00%)	$ 3,325
OTHER _____	$
CSBG BUDGETED AMOUNT	**$ 6,959**

TRAVEL

LOCAL TRAVEL	545 MILES	@	$ 0.55/mi RATE	$ 300
PER DIEM				$
OUT OF STATE TRAVEL				$
OTHER _____				$
OTHER _____				$
CSBG BUDGETED AMOUNT				**$ 300**

SUPPLIES

OFFICE SUPPLIES	$ 2,874
MAINTENANCE SUPPLIES	$
PROGRAM SUPPLIES	$
OTHER _____	$
OTHER _____	$
CSBG BUDGETED AMOUNT	**$ 2,874**

COMMUNITY SERVICES BLOCK GRANT – AMERICAN RECOVERY AND REINVESTMENT ACT BUDGET (CSBG – ARRA)
FFY 2009

BUDGET SUPPORT SHEET B.3

NAME OF SUBRECIPIENT: County of Hidalgo Community Service Agency

EQUIPMENT

Items with a per-unit acquisition cost of $5,000 or greater will require the Department's **prior** written approval.

DESCRIPTION	BRAND AND MODEL	UNIT COST	AMOUNT	% OF USAGE FOR CSBG
PURCHASES				
		$	$	%
		$	$	%
		$	$	%
		$	$	%
		$	$	%
		$	$	%
		$	$	%
LEASES				
		$	$	%
		$	$	%
		$	$	%
		$	$	%
		$	$	%
PAGE TOTAL				$

COMMUNITY SERVICES BLOCK GRANT – AMERICAN RECOVERY AND REINVESTMENT ACT BUDGET (CSBG – ARRA)
FFY 2009

BUDGET SUPPORT SHEET B.4

NAME OF SUBRECIPIENT: County of Hidalgo Community Service Agency

CONTRACTUAL	
BUDGET CATEGORIES	**AMOUNT**
Audit Costs	$ 12,000
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
PAGE TOTAL	**$ 12,000**

COMMUNITY SERVICES BLOCK GRANT – AMERICAN RECOVERY AND REINVESTMENT ACT BUDGET (CSBG – ARRA)
FFY 2009

BUDGET SUPPORT SHEET B.5

NAME OF SUBRECIPIENT: County of Hidalgo Community Service Agency

OTHER	
BUDGET CATEGORIES	**AMOUNT**
Reproduction Copier	$ 700
Printing	$ 500
Telephone	$ 1,470
Postage	$ 176
Computer Service Cost	$ 1,540
Program Staff – Fringe-- Travel	$ 83,563
Direct Services	$ 2,600,000
Assistance For Adults and Dislocated Workers - Education assistance	$
- Textbooks - Child Care	$
- Supportive services	$
Assistance for Veterans - Education assistance	$
- Textbooks - Child Care	$
- Supportive services	$
	$
	$
PAGE TOTAL	**$ 2,687,949**

PERFORMANCE STATEMENT FOR FY 2009
CSBG ARRA

Hidalgo County Community Services Agency

	Services, Programs, and Activities	Counties Served	Funding Source & Name of Grant	National Performance Indicator Codes
1.	Financial Aid (tuition, fees, books, supplies)	Hidalgo	Community Services Block Grant-Recovery Act Plan	1.2M
2.	Child Care	Hidalgo	Community Services Block Grant-Recovery Act Plan	1.2E
3.	Tool and/or Uniforms	Hidalgo	Community Services Block Grant-Recovery Act Plan	1.2N
4.	Transportation Assistance (Gasoline, car repairs, bus tickets)	Hidalgo	Community Services Block Grant-Recovery Act Plan	Gasoline – 1.2F, 6.2I, 6.3D5 Car Repairs – 6.2D, 6.3D5 Bus Tickets – 6.3D5
5.	Rent/Mortgage	Hidalgo	Community Services Block Grant-Recovery Act Plan	6.3D2
6.	Utility Payment Assistance	Hidalgo	Community Services Block Grant-Recovery Act Plan	6.2B
7.	Community Wide Partnerships	Hidalgo	Community Services Block Grant-Recovery Act Plan	4.1
8.	Community Improvements & Revitalization-increased educational & training placement opportunities	Hidalgo	Community Services Block Grant-Recovery Act Plan	2.1I

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO, THE COUNTY OF HIDALGO COMMUNITY SERVICE AGENGY AND THE LOWER RIO GRANDE VALLEY WORKFORCE DEVELOPMENT BOARD

THIS Agreement is made on the 10th day of September 2009, by and between the **COUNTY OF HIDALGO**, hereinafter referred to as "**County of Hidalgo**", the **COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY,** hereinafter referred to as "**CHCSA**" and the **LOWER RIO GRANDE VALLEY WORKFORCE DEVELOPMENT BOARD**, hereinafter referred to as "**Workforce Solutions**" as follows:

WITNESSETH:

WHEREAS, **County of Hidalgo** is a county in Texas;

WHEREAS, **County of Hidalgo Community Service Agency** is an agency of the **County of Hidalgo** that provides services to the eligible residents of the **County of Hidalgo** to ameliorate the causes of poverty;

WHEREAS, Workforce Solutions is a Local Workforce Development Board created under, Tex. Gov't. Code Section 2308.253 and is a state agency as defined in Tex. Gov't. Code Section 771.002(1) (C);

WHEREAS, **County of Hidalgo**, **County of Hidalgo Community Service Agency**, and **Workforce Solutions** desire to cooperate in the implementation of a **Texas Department of Housing and Community Affairs** Grant under the **Community Services Block Grant, 42 U.S.C. §9901 et. seq.** funded under the American Recovery and Reinvestment Act (ARRA), Public Law 111-5, to provide services and activities of the type specified in **42 U.S.C. §9907(b)**; a program designed to provide a wide range of employment-related services.

WHEREAS, **County of Hidalgo**, **County of Hidalgo Community Service Agency**

and **Workforce Solutions** agree that it is in the best interests of the residents of Hidalgo County that **Workforce Solutions** serve in its capacity as the provider of workforce development services utilizing its service delivery infrastructures and systems.

WHEREAS, County of Hidalgo,County of Hidalgo Community Service Agency and **Workforce Solutions** are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001, et seq and the Interagency Cooperation, Texas Government Code Section 771.001, et seq. respectively

NOW, THEREFORE, County of Hidalgo, County of Hidalgo Community Service Agency and **Workforce Solutions**, in consideration of the mutual covenants expressed hereinafter, agree as follows:

The parties agree to accept and adopt the Statement of Work attached hereto as "Attachment - A", hereinafter referred to as the County of Hidalgo Community Service Agency Recovery Act Plan and to implement said plan within the governing and reporting requirements contained in "Attachment – B" Texas Department of Community and Housing Affairs Contract/Grant.

1. The term of this Agreement shall be from the 10th day of September, 2009 through September 30, 2010.

2. **Workforce Solutions** agrees to serve as the authorized representative for the delivery of "Post CHCSA Eligibility" workforce development services identified in the "Recovery Act Plan" for **County of Hidalgo Community Service Agency** referred clients within the County of Hidalgo who, after appropriate action as governed by the County of Hidalgo, authorizes Workforce Solutions.

3. In coordination with all parties, **Workforce Solutions** agrees to accept referred clients.

4. In coordination with all of the parties, **County of Hidalgo** and **County of Hidalgo Community Service Agency and Workforce Solutions** agree that clients referred for workforce development services will be through **Arbor E&T**. This includes but is not limited to:

    - Documenting CHCSA Eligibility of referred clients
    - Assessment(s)
    - Referral to employment training services
    - Provision of Supportive Services
    - Tracking of clients
    - Tracking of expenditures
    - Payments for services rendered

5. **Conflict of Interest.** Conflict of Interest shall be avoided by both parties in compliance with 20 CFR Part 627.420(c) for all issues within this Agreement. No Director of the WFS Board shall cast a vote on, nor participate in any decision related to the provision of services by such Director (or any organization which that Director directly represents), nor on any matter which would provide direct financial benefit to that Director. No employee, member or subcontractor of the Board, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement, shall participate in any Board decision relating to this Agreement which may affect his/her personal pecuniary interest.

6. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of 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.

8. **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.

9. **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 **Workforce Solutions, COUNTY OF HIDALGO** and **County of Hidalgo Community Service Agency** and not otherwise.

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

11. **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 Workforce Solutions:	Yvonne "Bonnie" Gonzalez Chief Executive Officer 3101 W. Business 83 McAllen, Texas 78501
If to County:	J.D. Salinas County Judge 100 E. Cano Edinburg, Texas 78539
If to County of Hidalgo Community Services Agency:	Maribel Navarro-Saenz Executive Director 2524 N. Closner 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 United States mail.

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

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

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

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

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

17. **Authority to Execute.** The execution and performance of this Agreement by the parties has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **Workforce Solutions**, the **County of Hidalgo** and the **County of Hidalgo Community Service Agency** in accordance with its terms.

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

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

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

COUNTY OF HIDALGO

J.D. Salinas
County Judge

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY

Maribel Navarro-Saenz
Executive Director

WORKFORCE SOLUTIONS

Yvonne "Bonnie" Gonzalez,
Chief Executive Officer

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 58090000427 FOR THE
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

SECTION 1. PARTIES TO THE CONTRACT

This contract is made by and between the Texas Department of Housing and Community Affairs (the "Department"), an agency of the State of Texas and Hidalgo County Community Services Agency (the "Subrecipient").

SECTION 2. CONTRACT PERIOD

The period for performance of this contract, unless earlier terminated, is January 01, 2009 through December 31, 2009.

SECTION 3. SUBRECIPIENT PERFORMANCE

Subrecipient shall, on an equitable basis throughout its service area, operate a Comprehensive Energy Assistance Program, (the "CEAP"), in accordance with the terms of this contract and all applicable state and federal regulations. Subrecipient shall assist low-income persons, with priority being given to elderly, persons with disabilities, households with young children under 6 years of age, households with high energy burden and households with high energy consumption. Subrecipient shall provide services in relation to the current census demographics for age, income, and ethnicity for Subrecipient's service area. Subrecipient shall implement the CEAP in accordance with the Low-Income Home Energy Assistance Act of 1981, as amended, 42 U.S.C. Sec. 8621 et seq. (the "LIHEAP Act" Public Law 97-35), Texas Administrative Code (10 TAC chapter 5) and the LIHEAP State Plan. Services shall include the following categories of assistance: Energy Crisis, Co-Payment, Elderly and Disabled, and Heating/Cooling Systems as well as LIHEAP Assurance 16 activities, as further specified in the Budget (Attachment A)

SECTION 4. DEPARTMENT OBLIGATIONS

A. In consideration of Subrecipient's satisfactory performance of this contract, Department shall reimburse Subrecipient for the actual allowable costs incurred by Subrecipient in the amount specified in Attachment A of this contract.

B. Any decision to obligate additional funds or deobligate funds shall be made by Department based upon factors including, but not limited to, the status of funding under grants to Department, the rate of Subrecipient's utilization of funds under this or previous contracts, the existence of questioned or disallowed costs under this or other contracts between the parties, and Subrecipient's overall compliance with the terms of this contract.

C. Department's obligations under this contract are contingent upon the actual receipt of funds from the U.S. Department of Health and Human Services and the State of Texas. Department acknowledges that it has received obligations from those sources, which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this contract.

D. Department is not liable for any cost incurred by Subrecipient which:

(1) is subject to reimbursement by a source other than CEAP/LIHEAP;

(2) is for performance of services or activities not authorized by the LIHEAP Act, or which is not in accordance with the terms of this contract;

(3) is not reported to Department on a Monthly Funding/Financial/Performance Report within sixty (60) days following the termination of the Contract Period; or,

(4) is not incurred during the Contract Period.

(5) is incurred for the purchase or permanent improvement of real property (other than low-cost residential weatherization or other energy-related home repairs).

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

A. Each month, Subrecipient may request an advance payment by electronically submitting to Department at its offices in Austin, Travis County, Texas, no later than the fifteenth (15th) day of the month prior to the month for which advance payment is sought, a properly completed Funding Report for an amount not to exceed Subrecipient's actual cash needs for the month for which such advance is sought.

B. Subrecipient's requests for advances shall be limited to the amount needed and be timed to be in accordance with actual immediate cash requirements of the Subrecipient in carrying out the purpose of this contract. The timing and amount of cash advances shall be as close as administratively feasible to the actual disbursement by the Subrecipient for direct program costs and the proportionate share of any allowable indirect costs. Subrecipient shall establish procedures to minimize the time elapsing between the disbursement of funds from Department to Subrecipient and the expenditure of such funds by Subrecipient.

C. Subsection 5(A) notwithstanding, Department reserves the right to utilize a cost reimbursement method of payment if (1) Subrecipient maintains excessive cash balances or requests advance payments in excess of thirty (30) days need; (2) Department identifies any deficiency in the internal controls or financial management system used by Subrecipient; (3) Subrecipient violates any of the terms of this contract; (4) Department's funding sources require the use of a cost reimbursement method of payment or (5) Subrecipient owes the Department funds.

D. Subrecipient shall refund, within fifteen (15) days of Department's request, any sum of money paid to Subrecipient by Department which Department determines: (1) has resulted in an overpayment to Subrecipient; or (2) has not been spent strictly in accordance with terms of this contract. Failure to comply will result in freezing contract funds and suspending the contract until such time as funds owed to the Department are paid. The Department may offset or withhold any amounts otherwise owed to Subrecipient under this contract against any amount owed by Subrecipient to Department arising under this or any other contract between the parties.

E. All funds paid to Subrecipient under this contract are paid in trust for the exclusive benefit of the eligible clients of the Comprehensive Energy Assistance Program and for allowable administrative, direct services support, assurance 16 activities, direct services, and training/travel expenditures.

SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

Except as expressly modified by law or the terms of this contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the Uniform Grant and Contract Management Standards 1 T.A.C.§5.141 et seq. (the "Uniform Grant Management Standards") provided, however, that all references therein to "local government" shall be construed to mean Subrecipient. Uniform cost principles for local governments are set forth in OMB Circular A-87, and for non-profit organizations in OMB circular A-122. Uniform administrative requirements for local governments are set forth in OMB Circular A-102, and for non-profits in OMB Circular A-110. OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," sets forth audit standards for governmental organizations and other organizations expending Federal funds. The expenditure threshold requiring an audit under circular A-133 is $500,000.

SECTION 7. USE OF ALCOHOLIC BEVERAGES

None of the funds provided under this contract shall be used for the payment of salaries to any employee who uses alcoholic beverages during normal work hours as defined by the agency. No funds provided under this contract for travel expenses shall be used for the purchase of alcoholic beverages.

SECTION 8. ALLOWABLE ADMINISTRATIVE, ASSURANCE 16 ACTIVITIES, AND DIRECT SERVICES SUPPORT EXPENDITURES

Administrative, Assurance 16 Activities (LIHEAP Statute §2605(b)(16)), and Direct Services Support costs incurred by Subrecipient in carrying out this contract shall be allowable up to the maximum percentage of the total allowable contract expenditures within the Contract Period specified in Section 2 of this contract, excluding travel costs for training.

A. Administrative and Assurance 16 Activities funds are earned through provision of direct services to clients. Subrecipient may choose to submit a final budget revision in October to use its administration, Assurance 16 Activities, and direct services support dollars for direct service categories; however, subrecipient is still required to perform Assurance 16 Activities and Direct Service Support activities.

B. Direct Services Support expenditures are earned through provision of direct services to clients and must be supported by appropriate documentation of the allowable activities. Direct Service Support includes costs not administrative in nature but those used for outreach and targeting only to eligible households. Allowable expenditures include but are not limited to salaries, fringe benefits, and travel expenditures of staff when conducting outreach, and application intake Subrecipient may opt to use LIHEAP Direct Service Support allocation for direct client services if they have used non-LIHEAP resources to serve the requirements of Direct Service Support. Computer purchases and any related expenditures must be charged to Administration, not Direct Services Support.

C. In order to achieve compliance with the LIHEAP Act, subrecipient must coordinate with other energy related programs. Specifically, subrecipient must make documented referrals to the local WAP subrecipient.

D. Subrecipient shall accept applications for CEAP benefits at sites that are geographically accessible to all households in the service area. Subrecipient shall provide elderly and disabled individuals the means to submit applications for CEAP benefits without leaving their residence or by securing transportation for them to the sites that accept such applications.

SECTION 9. TERMINATION AND SUSPENSION

A. Department may terminate this contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this contract. Department shall notify Subrecipient in writing at least thirty (30) days before the date of termination.

B. Subrecipient's failure to expend the funds provided under this contract in a timely manner may result in either the termination of this contract or Subrecipient's ineligibility to receive additional funding under the Comprehensive Energy Assistance Program, or a reduction in the original allocation of funds to Subrecipient.

C. Nothing in this Section shall be construed to limit Department's authority to withhold payment and immediately suspend this contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this contract.

D. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the exact amount of damages due to Department is agreed upon or is otherwise determined.

E. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this contract.

SECTION 10. CHANGES AND AMENDMENTS

Any change in the terms of this contract required by a change in federal or state law or regulation is automatically incorporated herein effective on the date designated by such law or regulation. Except as otherwise specifically provided herein, any other change in the terms of this contract shall be by amendment in writing and signed by both parties to this contract.

SECTION 11. DEPARTMENT DIRECTIVES

Department may issue directives which serve to interpret or clarify the terms of this contract.

SECTION 12. MONITORING

Department or its designee may conduct on and off-site monitoring and evaluation of Subrecipient's compliance with the terms of this contract. Department's monitoring may include a review of the efficiency, economy, and effectiveness of Subrecipient's performance. Department will notify Subrecipient in writing of any deficiencies noted during such monitoring. Department may provide training and technical assistance to Subrecipient in correcting the deficiencies noted. Department may require corrective action to remedy deficiencies noted in Subrecipient's accounting, personnel, procurement, and management procedures and systems. Department may conduct follow-up visits to review the previously noted deficiencies and to assess the Subrecipient's efforts made to correct them. Repeated deficiencies may result in disallowed costs. Department may terminate or suspend this contract or invoke other remedies Department determines to be appropriate in the event monitoring reveals material deficiencies in Subrecipient's performance, or Subrecipient fails to correct any such deficiency within a reasonable period of time. Department or its designee may conduct an ongoing program evaluation throughout the contract year.

SECTION 13. VENDOR AGREEMENTS

For each of Subrecipient's vendors, Subrecipient shall implement and maintain a vendor agreement that contains assurances relating to fair billing practices, delivery procedures, and pricing procedures for business transactions involving CEAP clients. All vendor agreements are subject to monitoring procedures performed by TDHCA. All vendor agreements must be renegotiated every two years.

SECTION 14. RETENTION AND ACCESSIBILITY OF RECORDS AND FILE MAINTENANCE

A. Subrecipient shall maintain financial and programmatic records, and supporting documentation for all expenditures made under this contract, in accordance with the records retention and custodial requirements set forth in the Uniform Grant Management Standards, Common Rule §42.

B. Subrecipient shall maintain a client file system to document direct services rendered. Each client file shall contain the following:

(1) Client application containing all Department requirements;

(2) Documentation/verification of client income for the 30 days preceding their application for all household members 18 years and older, or Declaration of Income Statement (if applicable); as outlined in Title 10, chapter 6, Subchapter C, 10 TAC § 6.205.

(3) Copy of client's utility bill(s);

(4) Energy consumption history for previous 12 months (when available) (all fuel types) for all components;

(5) Documentation of payment (Documentation of payment may be maintained in a separate file, but must be accessible to the Department.);

(6) Documentation of benefits determination (when required by component);

(7) Notice of Denial Form (if applicable);

(8) Right of appeal and procedures (if applicable) for denial or termination of services;

(9) Any documentation required by directives; and

(10) Client service agreement (as required by component).

(11) Case notes sufficient to document that Assurance 16 activities (needs assessment, referrals, budget counseling, energy conservation education and assistance with energy vendors) have occurred.

(12) Priority rating form.

(13) Appliance assessment information is required by CEAP and includes at a minimum the following information on all major heating and cooling appliances to include water heaters and refrigerators:

Type of appliance	Efficiency rating
Fuel used	Location of appliance
Size of appliance	Condition
Age of appliance	Input/Output BTU
Size of room where appliance is used	Recommendation

Carbon Monoxide (CO) levels for all combustion appliances

C. Subrecipient shall maintain complete client files at all times. Costs associated with incomplete files found at the time of program monitoring may be disallowed.

D. Subrecipient shall give the U.S. Department of Health and Human Services, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to maintain such records for **three (3)** years in an accessible location and to cooperate with any examination conducted pursuant to this Subsection. Subrecipient shall include the substance of this subsection in all subcontracts. Upon termination of this contract, all records are property of the CEAP.

SECTION 15. PROCUREMENT STANDARDS

A. Subrecipient shall develop and implement procurement procedures which conform to the uniform administrative requirements in Section 6. Subrecipient shall procure supplies, equipment, materials, or services in accordance with its procurement procedures and Policy Issuance #02-10.2. All procurement contracts, other than "small purchases" as defined in Policy Issuance #02-10.2, shall be in writing and shall contain the provisions required by Policy Issuance #02-10.2.

B. Subrecipient shall ensure that its subcontractors comply with all applicable terms of this contract as if the performance rendered by the subcontractor was being rendered by Subrecipient. Subrecipient shall inspect all subcontractors' work and shall be responsible for ensuring that it is completed in a good and workmanlike manner.

C. Materials and supplies procured by the state may be purchased by Subrecipient from state contracts without requiring additional solicitation. Procurement from state vendors is strongly encouraged and in some instances may be required.

D. Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this contract.

SECTION 16. REPORTING REQUIREMENTS

A. Subrecipient shall electronically submit to Department, no later than fifteen (15) days after the end of each month of the Contract Period, a Funding Report of all expenditures of funds and clients served under this contract during the previous month.

B. Subrecipient shall submit to Department, no later than sixty (60) days after the end of the Contract Period, an inventory of all vehicles, tools, and equipment with a unit acquisition cost of $5,000 or more and a useful life of more than one year, if purchased in whole or in part with funds received under this contract or previous Comprehensive Energy Assistance Program contracts. The inventory shall include the vehicles, tools, equipment, and appliances purchased with heating and cooling funds on hand as of the last day of the Contract Period. Subrecipient acknowledges that all equipment and supplies purchased with funds from the CEAP are the property of CEAP and as such, stay with the subrecipient which provides CEAP services in the service area.

C. Subrecipient shall electronically submit to Department, no later than sixty (60) days after the end of the Contract Period, a final Funding Report of all expenditures of funds and clients served under this contract. Failure of Subrecipient to provide a full accounting of funds expended under this contract may result in the termination of this contract and ineligibility to receive additional funds. If Subrecipient fails to submit a final expenditure/performance report within 60 days of the end of the Contract Period, Department will use the last report submitted by Subrecipient as the final report.

D. If Subrecipient fails to submit, in a timely and satisfactory manner, any report or response required by this contract, Department may withhold any or all payments otherwise due or requested by Subrecipient hereunder. Payments may be withheld until such time as the delinquent report or response is received by Department. If the delinquent report or response is not received within forty-five (45) days of its due date, Department may suspend or terminate this contract. If Subrecipient receives funds from Department over two or more Contract Periods, funds may be withheld or this contract suspended or terminated for Subrecipient's failure to submit a past due report or response (including an audit report) from a prior contract or Contract Period.

SECTION 17. INDEPENDENT SUBRECIPIENT

It is agreed that Department is contracting with Subrecipient as an independent entity. Subrecipient agrees to indemnify Department against any disallowed costs or other claims which may be asserted by any third party in connection with the services to be performed under this contract.

SECTION 18. SUBCONTRACTS

A. Subrecipient may not subcontract the performance of this contract unless it receives Department's prior written approval. Subrecipient shall submit to Department a signed copy of each such subcontract. Department is in no way liable to Subrecipient's subcontractor(s).

B. Subcontractors shall comply with the terms of this contract to the same extent as if the performance rendered by the subcontractor were being rendered by Subrecipient. Subcontractors are subject to monitoring and investigation by Department.

SECTION 19. CONFLICT OF INTEREST/NEPOTISM

A. Subrecipient covenants that neither it nor any member of its governing body presently has or shall acquire any interest, direct or indirect, which would conflict in any manner with the performance of this contract. No person having such interest shall be employed by Subrecipient or appointed as a member of Subrecipient's governing body.

B. Subrecipient agrees that it will comply with Tex. Gov't. Code Ann. Ch. 573 by ensuring that no officer, employee, or member of the governing body of Subrecipient shall vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the government body or to any other officer or employee authorized to employ or supervise such person.

C. Subrecipient shall ensure that no employee, officer, or agent of Subrecipient participates in the selection, award, or administration of a subcontract supported by funds provided hereunder if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when: (1) the employee, officer, or agent; (2) any member of his or her immediate family; (3) his or her partner; or (4) any organization which employs or is about to employ, any of the above, has a financial or other interest in the firm or person selected to perform the subcontract.

D. Subrecipient's employees, officers, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or potential subcontractors.

SECTION 20. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

No person shall, on the grounds of race, color, religion, sex, national origin, age, handicap, political affiliation, or belief, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this contract.

SECTION 21. LEGAL AUTHORITY

A. Subrecipient represents that it possesses the practical ability and legal authority to enter into this contract, receive and manage the funds authorized by this contract, and to perform the services Subrecipient has obligated itself to perform hereunder.

B. The person signing this contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Subrecipient to execute this contract on behalf of Subrecipient and to bind Subrecipient to the terms herein set forth.

C. Department shall have the right to suspend or terminate this contract if there is a dispute as to the legal authority of either Subrecipient, or the person signing this contract, to enter into this contract or to render performances hereunder. Should such suspension or termination occur, Subrecipient is liable to Department for any money it has received for performance of the provisions of this contract.

SECTION 22. DEPARTMENT/CEAP TRAVEL AND TRAINING

A. In order to encourage attendance by CEAP staff at Department-approved training and/or technical assistance events, the contract has a travel budget. **The travel budget cannot be used as program dollars.**

B. The travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to OMB Circulars (A-87 {2 CFR 225} and A-122 {2 CFR 230} as appropriate), its board-approved travel policy, or the State of Texas travel policies.

C. From time to time, the Department may choose to add additional funds to this category for other required travel.

SECTION 23. AUDIT

A. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this contract, subject to the following conditions and limitations:

(1) Subrecipient expending $500,000 or more in total Federal awards shall have an audit performed in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501, and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations" issued June 30, 1997. For purposes of Section 23, "Federal financial assistance" means assistance provided by a Federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, or other assistance, but does not include amounts received as reimbursement for services rendered to individuals in accordance with OMB guidelines. The term includes awards of Federal financial assistance received directly from Federal agencies, or indirectly through other units of State and local government;

(2) Sections 4 D (3) and (4) above notwithstanding, Subrecipient may utilize funds budgeted under this contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this contract, provided, however, that Department shall not make payment for the cost of such audit services until Department has received a satisfactory audit report from Subrecipient, as determined by Department.

(3) Subrecipient shall submit three (3)copies of such audit report and any associated management letter to the Department (2 to Portfolio Monitoring and Compliance and 1 to Community Affairs Division) within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subrecipient shall make audit report available for public inspection within thirty (30) days after receipt of the audit report(s). Audits performed under this Section are subject to review and resolution by Department or its authorized representative.

(4) The audit report must include verification of all expenditures by budget category, in accordance with "Attachment A-Budget" of this contract.

B. The cost of auditing services for a Subrecipient expending less than $500,000 in total Federal awards per fiscal year is not an allowable charge under Federal awards.

C. Subsection A of this Section 23 notwithstanding, Department reserves the right to conduct an annual financial and compliance audit of funds received and performance rendered under this contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and obtain any documents, materials, or information necessary to facilitate such audit.

D. Subrecipient understands and agrees that it shall be liable to the Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this contract. Subrecipient further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this contract.

E. Subrecipient shall take such action to facilitate the performance of such audit or audits conducted pursuant to this Section 23 as Department may require of Subrecipient.

F. Subrecipient shall procure audit services through an open, competitive process at least once every four years. The auditor shall retain working papers and reports for a minimum of the four years after the date of directive of the auditor's report to the Subrecipient. Audit working papers shall be made available upon request to Department at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this Section. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.

SECTION 24. APPEALS PROCESS

In compliance with the LIHEAP Act, Subrecipient must provide an opportunity for a fair administrative hearing to individuals whose application for assistance is denied, terminated or not acted upon in a timely manner, according to the Title 10, Part I, Chapter 5.

SECTION 25. POLITICAL ACTIVITY PROHIBITED

A. None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Subrecipient from furnishing to any member of its governing body upon request, or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

B. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.

C. None of the funds provided under this contract shall be paid to any official or employee who violates any of the provisions of this section.

SECTION 26. PREVENTION OF WASTE, FRAUD, AND ABUSE

A. Subrecipient shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal control systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.

B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purposes of any investigation of the Comprehensive Energy Assistance Program. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse in the Comprehensive Energy Assistance Program.

C. Subrecipient may not discriminate against any employee or other person who reports a violation of the terms of this contract, or of any law or regulation, to Department or to any appropriate law enforcement authority, if the report is made in good faith.

D. Under Section 2261.053, Government Code, Hidalgo County Community Services Agency certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

SECTION 27. HB 1196 CERTIFICATION AGAINST UNDOCUMENTED WORKERS

Subrecipient/Local Operator certifies that it, or a branch, division, or department of Subrecipient/Local Operator does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient/Local Operator, or a branch, division, or department of Subrecipient/Local Operator is convicted of a violation under 8 U.S.C. Section 1324a, Subrecipient/Local Operator shall repay the public subsidy with interest, at a rate of 5% per annum, not later than the 120th day after the date TDHCA notifies Subrecipient/Local Operator of the violation.

SECTION 28. SB 608 CERTIFICATION OF ELIGIBILITY

Under Section 2261.053, Texas Government Code, Subrecipient/Local Operator certifies that it is not ineligible to receive this contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

SECTION 29. MAINTENANCE OF EFFORT

Funds provided to Subrecipient under this contract may not be substituted for funds or resources from any other source nor in any way serve to reduce the funds or resources which would have been available to, or provided through, Subrecipient had this contract never been executed.

SECTION 30. NO WAIVER

Any right or remedy given to Department by this contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

SECTION 31. SEVERABILITY

If any portion of this contract is held to be invalid by a court or administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

SECTION 32. PRIOR ORAL AND WRITTEN AGREEMENTS

All oral and written agreements between the parties relating to the subject matter of this contract have been reduced to writing and are contained in this document and attachments.

SECTION 33. DEBARRED AND SUSPENDED PARTIES

1. Subrecipient must not make any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from, or ineligible for participation in, Federal assistance programs under Executive Order 12549, "Debarment and Suspension 45 C.F.R. Part 76" (also, 48 C.F.R. Part 9).

2. Subrecipient certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department.

3. Where Subrecipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

4. **Subrecipient shall include in any subcontracts acknowledgement that failure to adequately perform under this Contract may result in penalties up to and including Debarment from performing additional work for the Department.**

SECTION 34. ENVIRONMENTAL TOBACCO SMOKE/PRO-CHILDREN ACT OF 1994

Subrecipient agrees that if it or any of its subgrantees provides children's services funded directly or indirectly with Federal dollars, it will comply with 20 U.S.C. 6081 et seq. Part B, Pro-Children Act of 1994, concerning prohibition of smoking in certain indoor facilities providing services to children. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1,000.00 per day.

SECTION 35. ATTACHMENTS

The attachments identified below are hereby made a part of this contract:

(1) Attachment A, Budget

SIGNED this day of

Hidalgo County Community Services Agency

By:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

This contract is not effective unless signed by the Executive Director of the Department or authorized designee.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 58090000427 FOR THE
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)
AMENDMENT NUMBER: 1

SECTION 1.

The Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas (hereinafter the "Department") and Hidalgo County Community Services Agency (hereinafter the "Subrecipient"), do hereby contract and agree to amend the contract by and between the parties identified on Department records as contract number 58090000427

SECTION 2.

The Contract is amended to obligate 2008 CEAP Unused Balance Funds, 2008 WAP Unused Balance Funds, and 2009 Texas Department of Housing and Community Affairs Administration Funds by deleting Attachment A- Budget in its entirety and replacing it with the Amended Attachment A- Budget attached hereto.

SECTION 3. AGREEMENT

The parties hereto agree that all other terms of the Contract shall remain in effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this amendment. In the event any conflict in terms exists, this amendment shall control, unless it can not be read consistently with the entirety of the contract or is made void by operation of law. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

SECTION 4.

This amendment shall be effective on the date of execution.

SECTION 5.

By signing this amendment, the parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein. This amendment shall be binding upon the parties hereto and their respective successors and assigns.

AGREED TO AND EXECUTED BY:

Hidalgo County Community Services Agency

By:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 58090000427 FOR THE
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)
AMENDED ATTACHMENT A BUDGET

DEPARTMENT FINANCIAL OBLIGATIONS

$ 5,521,948.00 CEAP FUNDS CURRENTLY AVAILABLE

TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	$ 398,000.00	-
Assurance 16	$ 338,986.00	-
Direct Services	$ 4,783,862.00	-
TOTAL CEAP BUDGET	$ 5,520,848.00	-

BUDGET CATEGORY	FUNDS	%
Energy Crisis	$ 1,148,127.00	24.00
Co-payment	$ 1,148,127.00	24.00
Elderly and Disabled	$ 1,148,127.00	24.00
Heating/Cooling	$ 1,100,288.00	23.00
Direct Service Support	$ 239,193.00	5.00
TOTAL DIRECT SERVICES	$ 4,783,862.00	100.00

Subrecipient's service area consists of the following Texas counties:

HIDALGO

Administrative costs, salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to **7.00%** of the contract expenditures, excluding Training/Travel costs.

Assurance 16 Activities costs are limited to **6.00%** of the contract expenditures excluding Training and Travel costs. Direct Services Support costs are limited to **5.00%** of total Direct Services expenditures.

Expenditures for Elderly/Disabled and Heating/Cooling **must be at least 10% of Direct Service Dollars expended**. Energy Crisis and Co-Payment Percentage will be established by Subrecipient. Direct Services Support **(may not exceed 5% of Direct Services dollars expended)**.

Department's prior written approval for purchase or lease of equipment with an acquisition cost of $5,000 and over is required. Approval of this budget does not constitute prior approval for such purchases.

Funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility.

Subrecipient is limited to only one budget revision request during the first 6 months of the Contract Period. A second and final budget revision must be received by the Department on or before October 31, 2009.

Subrecipient shall provide outreach services under all components in this category. Failure to do so may result in contract termination. Subrecipient must document outreach, whether the outreach is conducted with "Direct Service Support" funds or other funds.

Effective Date of Budget: 08/01/2009

AI-17682 **15.A.**

Cell Phone Request Form
CC REGULAR

Date: 09/29/2009
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information

CAPTION

Elections Department:
1. Authorization to purchase REQUISITION # through the County's membership/participation with DIR contract # DIR-SDD-597 with awarded vendor AT&T for the following services:

Quantity:	Description:	Unit Cost:	Total Cost:	Notes:
9	AT&T Government Pool Plan 500 min. (with penny suspend)	$49/mo.-26%=$36.26/mo + .09 x 3 months	$979.29	Some Government fees apply to service cost.
9	Pantech c520 handset	$0	$0	

2. Approval of the attached application for cellular phone service request under the county's newly adopted cell phone policy.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-414-00-130-001-0-532
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Available amount in requisition# 162968 is $979.29 for AT&T.

Attachments

Link: Cell Phone Request Form
Link: Requisition # 162968

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:50 AM	APRV
2	Erika Zamora	Erika Zamora	09/24/2009 10:24 AM	APRV
3	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Griselda Salazar Started On: 09/23/2009 03:25 PM

Final Approval Date: 09/25/2009

CELLULAR PHONE REQUEST FORM - W.1.2

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Cellular Service Allowance (STIPEND) ☐ Equipment Replacement

☑ County Owned Department Assigned Cellular Service ☐ Name Change

☐ Delete Service

☐ Other wireless device: ☐ Data card ☐ GPS ☐ Blackberry ☐ Other:

STIPEND ONLY:

(2) Requesting employee/position:_____

Department #:_____ Employee ID #:_____ Office: _____

(3) Type of duties:

☐Offsite duties ☐On-call duties ☐Law Enforcement / Emergency Response ☐Other:_____

(4) Describe how the use of this cell phone will benefit the county:_____

_____

COUNTY OWNED CELL PHONE ONLY:

(5) TOTAL AMOUNT OF PURCHASE ORDER: (Purchase Order must cover total for fiscal year. Please allow an additional $10-$15 per device for fees)

Quantity: 9

Service: $ 326.34 /mo (x) 3 months = $979.02 Account: 9-1100-414-00-130-001-0-**-532**

Service: $_____/mo (x) ____ months = $0.00 Account:_____**-662**

Requisition Total: $979.02 **Requisition Number:** 162968

DATA CARDS, GPS or OTHER

(6) Requesting employee/position:_____

Department #:_____ Employee ID #:_____ Office: _____

Service: $_____/mo (x) ____ months = $0.00 Account:_____**-532**

Service: $_____/mo (x) ____ months = $0.00 Account:_____**-662**

Requisition Total:_____ **Requisition Number:**_____

(7) Elected Official/Department Head Authorization for Request:

Signature | YVONNE RAMON Print Name | 9-23-09 Date

(8) Executive Office Authorization (Commissioner's Court Departments Only):

Signature | VALDE GUERRA Print Name | 9-27-09 Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: Qty 9 : 500 Min pool plan w/penny suspend. FREE pantech C520 handsets

Commissioner's Court Action:

☐ **Approved Date:** _____ ☐ **Disapproved**

Revised: 04/08/2009

Requisition

Req # 00162968

PO #

Date: 09/22/09

Bill To: x
x

Vendor : 328626
AT&T
P.O. BOX 650661
DALLAS TX 75265-0661

Ship To: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

Contact: TERRYTRUJILLO
956-318-2570

Contract No:

Special Instructions:
REQ # 146

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
3.00	MONTH	ADDITIONAL 9 LINES FOR ELECTION DE4PARTMENT FOR EARLY VOTING AND ELECTION DAY RATE 326.34 PER MONTH	326.34	979.02
3.00	EACH	SUSPEND RATE @ .01 X9	.09	.27
		Account No	Encumbrance	
		9-1100-414-00-130-001-0-532	979.29	
			Freight	.00
			Total	979.29
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-17688 **15.B.**

IT Policies

CC REGULAR

Date:	09/29/2009
Submitted By:	Karina Cardoza, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	IT Department

Information

CAPTION

Discussion, Consideration and Action on the following IT Policies:
1. IT Security Policies (Amended)
2. IT Uniform Policy
3. IT Vacation Leave Policy

BACKGROUND

Fiscal Impact

Attachments

Link: IT Uniform Policy

Link: Consolidated Policies

Link: Leave Policy

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:52 AM	APRV
2	Erika Zamora	Erika Zamora	09/25/2009 02:40 PM	APRV
3	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Karina Cardoza — Started On: 09/23/2009 03:41 PM

Final Approval Date: 09/25/2009

Hidalgo County
Information Technology Department
Uniform Policy

Approved by Commissioners Court on:

_____

Purpose:

The use of a uniform by the Hidalgo County Information Technology Department serves to clearly identify the wearer in the performance of their official duties, which include servicing and maintenance of computer, network, telephone and peripheral technology equipment for County departments and users. Because Information Technology employees are often required to access private and secure information, equipment and facilities on a countywide basis, this policy will help ensure that IT staff is properly identified as they perform their respective job functions.

The uniform serves to reflect a professional appearance by the wearer. For those employees not designated to wear a uniform, the policy serves as a guide to what attire is appropriate for the work place.

Required Uniformed Staff

All I.T. staff that interacts with other County departments and employees on a daily basis are required to dress in uniform and insignia as prescribed herein, including but not limited to the following positions: Technician, Security Engineer, and Telecommunications Manager.

Proper Uniform Prescribed:

All uniformed members of the Information Technology Department will wear when on duty only such uniform and insignia as prescribed herein. The Chief Information Officer (CIO), however, may grant permission to work in other clothes on special occasions or designated Casual Attire Days.

Improper Uniform Wear Prohibited:

Any employee of the Information Technology Department will not attend a political meeting or other public gathering or place of amusement in uniform. Uniforms are to be used for work and County functions or official County business **only.** Use of issued uniforms for any other purpose is prohibited.

Hidalgo County
Information Technology Department
Uniform Policy

Uniform Shirts:

Uniform Long Sleeve Shirt: The shirt is a long-sleeve button-down shirt, comprised of 100% Cotton or a combination of Cotton and other material in which the Cotton exceeds 60% of the blend. Acceptable colors are either White solid or Light Blue solid. For men, the shirt will have a single breast pocket on the left side. Affixed in navy blue embroidery, the shirt will have the County of Hidalgo Seal above the left breast pocket and the wording "Information Technology Department" placed horizontally below the County of Hidalgo Seal. The name of the employee may be affixed to the right breast side of the shirt.

Uniform Short Sleeve Shirt: The shirt is a short-sleeved, polo-type pullover shirt, comprised of 100% Cotton knit or a combination of Cotton and other material in which the Cotton exceeds 60% of the blend. The only acceptable color for this shirt is Navy Blue. Affixed in white embroidery, the shirt will have the County of Hidalgo Seal above the left breast pocket and the wording "Information Technology Department" placed horizontally below the County of Hidalgo Seal. The name of the employee may be affixed to the right breast side of the shirt.

Jackets:

Rain-gear. Issue-type rain gear should be worn when weather conditions require it; however, personnel are permitted to wear transparent or clear, non-colored plastic rain gear.

Appropriate Attire Uniformed and Non-Uniformed Personnel:

Non-Uniformed Employees wearing civilian attire will wear clothing that is acceptable for an office setting for our Region of Texas and in keeping with other County Offices and Departments. All Employees will ensure that their clothing is cleaned, ironed, free of stains, tears and holes.

Guide to Business Casual Dressing for Work

This is a general overview of appropriate business casual attire. Items that are not appropriate for the office are listed, too. Neither list is all-inclusive and both are open to change.

No dress code can cover all contingencies so employees must exert a certain amount of judgment in their choice of clothing to wear to work. If you experience uncertainty about acceptable, professional business casual attire for work, please ask your supervisor or your Human Resources staff.

Slacks, Pants, and Suit Pants
Slacks that are similar to Dockers and other makers of cotton or synthetic material pants, wool pants, flannel pants, dressy capris, and nice looking dress synthetic pants are acceptable. Inappropriate slacks or pants include sweatpants, exercise pants, or shorts.

Skirts, Dresses, and Skirted Suits
Casual dresses and skirts at or below the knee are acceptable. Dress and skirt length should be at a length at which you can sit comfortably in public. Short, tight skirts that ride halfway up the thigh are inappropriate for work. Mini-skirts, beach dresses, and spaghetti-strap dresses are inappropriate for the office.

Shirts, Tops, Blouses, and Jackets
Casual shirts, dress shirts, sweaters, tops, golf-type shirts, and turtlenecks are acceptable attire for work. Most suit jackets or sport jackets are also acceptable attire for the office, if they violate none of the listed guidelines. Inappropriate attire for work includes tank tops; midriff tops; shirts with potentially offensive words, terms, logos, pictures, cartoons, or slogans; halter-tops; tops with bare shoulders; sweatshirts.

Shoes and Footwear
Conservative athletic or walking shoes, loafers, clogs, sneakers, boots, flats, dress heels, and leather deck-type shoes are acceptable for work. Wearing no stockings is acceptable in warm weather. Flashy athletic shoes, thongs, flip-flops, and slippers are not acceptable in the office.

Personal Appearance for Uniformed and Non-Uniformed Employees:

The personal appearance and demeanor of every person affects, either directly or indirectly, the I.T. Department. The image communicated to clients through personal attire and appearance, behaviors and interactions will influence their perceptions of the quality of the Department's work and their confidence in the person providing the service.

When the uniform is worn, the wearer shall maintain a neat, tidy appearance at all times, avoiding soiled or wrinkled uniforms. Shoes or boots will be polished or cleaned. Badges or name tags will be replaced when they become disfigured or excessive wear is apparent.

Personal hygiene and grooming habits are essential components of professional appearance and presentation.

- Hair (including beards and mustaches) should be clean, neatly trimmed, and well maintained. Those who shave must be clean-shaven. Long hair should be pinned or held back.
- Makeup and perfume/after-shave: Strong perfumes and cologne may be offensive to others, therefore avoid excessive use; heavy application of make-up should also be avoided.
- Personal hygiene: Body hygiene is required so that offensive body odor is avoided. Fingernails should be trimmed, clean and well groomed.

Corrective Measures:

The first violation of this policy will result in the employee being sent home to change attire. Your time sheet will be adjusted to reflect the time used to go home and back.

Subsequent violations will result in progressive disciplinary actions.

Deviation from the policy can only occur if previous authorization has been granted after review of such requests.

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

Information Technology Security Policies

TABLE OF CONTENTS

2

Section I – Information Technology Security Policies

Policy Check List 3

Introduction and Definitions 4

Policy 1 – Acceptable Use 6

Policy 2 – Account Management 7

Policy 3 – Admin / Special Access 8

Policy 4 – Change Management 9

Policy 5 – Backup / Disaster Recovery Plan 10

Policy 6 – Incident Management 11

Policy 7 – Network Configuration 12

Policy 8 – Password 14

Policy 9 – Physical Access 15

Policy 10 – Information Technology Privacy 17

Policy 11 – Security Training 18

Policy 12 – Software Licensing 19

Policy 13 – Virus Protection 20

Policy 14 – I.T. Staffing Policy 21

POLICY CHECKLIST

#	Policy Name	Required	Published	Approved	Revised
1	Acceptable/Unacceptable Use	YES	YES	YES	10/02/03
2	Account Management	YES	YES	YES	04/20/04
3	Admin/Special Access	YES	YES	YES	04/20/04
4	Change Management	YES	YES	YES	04/20/04
5	Disaster Recovery	YES	YES	YES	04/20/04
6	Incident Management	YES	YES	YES	04/20/04
7	Network Configuration	YES	YES	YES	04/20/04
8	Password	YES	YES	YES	04/20/04
9	Physical Access	YES	YES	YES	04/20/04
10	Privacy	YES	YES		
11	Security Training	YES	YES	YES	04/20/04
12	Software Licensing	YES	YES	YES	04/20/04
13	Virus Protection	YES	YES	YES	04/20/04

Introduction: Network and data computer systems and infrastructure are meant to be used to grant access to Hidalgo County Information Resources. These resources provide a means of providing access to information and accountability of said access. This accountability is the key to any computer security program, for Information Resources usage. This means that creating, controlling and monitoring all Information Resources is extremely important to the overall security program.

Purpose: To ensure that its Information Resources are used properly by its employees, independent contractors, agents and other computer users, Hidalgo County has created these Information Technology Security Policies. The purpose of these policies is to establish rules for the creation, monitoring, control and removal of access to all Information Resources.

Audience: The rules and obligations described in this Policy apply to all users of Hidalgo County's computer network, wherever they may be located. Violations will be taken very seriously and may result in disciplinary action, including possible termination, and civil and criminal liability.

Definitions: **Information Resources (IR):** The term "Information Resources" refers to Hidalgo County's entire computer network, equipment, data and related peripherals. Specifically, Information Resources includes any and all computer printouts, online display devices, magnetic storage media and all computer-related activities involving any device capable of receiving email, text messaging, messaging, blogging, posting on public social networking sites, browsing internet sites or otherwise capable of receiving, storing, managing, or transmitting electronic data including, but not limited to: Mainframes, servers, GPS tracking devices, GIS equipment, mobile phones, personal computers, personal digital assistant (PDA), pagers, distributed processing systems, network attached and computer controlled medical and laboratory equipment (i.e. embedded technology), audio visual equipment, telecommunication resources, network environments, telephones, fax machines, printers, service bureaus and any future technology that may arise. Additionally, it is the procedures, equipment, facilities, software and data that are designed, built, operated and maintained to create, collect, record, process, store, retrieve, display and transmit information.

Chief Information Officer (CIO): Responsible to the County of Hidalgo County, Texas for management of the agency's information resources. This designation is intended to establish clear accountability of setting policy for information resources management activities, is responsible for the security of the resources, provide for greater coordination of the county's information activities and ensure greater visibility of such activities within and between state agencies. The CIO has been given authority and the accountability by the County of Hidalgo, Texas to implement Security Policies, Procedures, Practice Standards and Guidelines to protect the Information Resources of the agency.

System Administrator: Person responsible for the effective operation and maintenance of specific departmental Information Resources, including implementation of standard procedures and controls to enforce the county's security policy. Because of statutory limitations and department specific responsibilities, the following departments within the County have System Administrators that report directly to the appointed official or elected official, and not the CIO: County Auditor, Sheriff's Office, District Attorney, Health Department and Tax Office.

These System Administrators are bound by these policies in their respective systems and applications.

User: Person who is the end client for an application on an information system. The user neither owns the IR resource or the data. Generally a user is any County department and/or elected office employee with access to a computer, who is neither IR system administrator, part of the IT staff, elected official or department head.

Policy 1.00 – Acceptable Use Policy

The computer system is the property of Hidalgo County and may be used only for legitimate business purposes. Users are permitted access to the computer system to assist them in the performance of their jobs. All users have the responsibility to use computer resources in a professional, ethical, and lawful manner. Use of the computer system is a privilege that may be revoked at any time.

A. Acceptable Use

Acceptable Use. Acceptable computer information systems use is limited to the following:

1. Incidental communication among Hidalgo County authorized users and professional colleagues which facilitates work assignments and professional development or debate in a work-related field of knowledge.

A. Communication with professional associations, governments, universities, businesses and/or individuals associated with the facilitation of County business, research and education efforts as authorized by the Department Head/Elected Official.

B. Distribution of information to the general public whereby such information is made available under the county guidelines and policies for the release of information and the Freedom of Information Act.

C. Only the TCP/IP protocol is permitted with the following services: WWW, POP3, IMAP, FTP, HTTPS, SMTP & SMNP. Additional protocols will be permitted if approved by the Chief Information Officer.

Unacceptable Use

A. Personal use not related to the conduct of work on behalf of Hidalgo County or other organizations as set forth in agreements and contracts with Hidalgo County.

B. To gain unlawful access to information or computer and communication resources.

C. Intentional introduction of, or experimentation with, malicious code including but not limited to computer worms or viruses.

D. Illegal, fraudulent or malicious activity; political activity; religious promotion; or activity on behalf of organizations or individuals having no affiliation with Hidalgo County.

E. Transmission of material in violation of applicable copyright laws or patents, including, but not limited to music, movies and software.

F. Pornographic material or content that could be found to be offensive.

G. Purchase and downloading of copyrighted material using the County's network. This refers specifically to online content stores.

H. The intentional sending of messages that is likely to result in the loss of recipient's work or system and any other types of use which could cause congestion including, but not limited to the network or otherwise interfere with the work of others.

I. Generation, storage, transmission or other use of data or other matter which is abusive, profane, or offensive to a reasonable person.

J. Generation, storage, transmission of confidential or otherwise non public information on County owned mobile devices (laptops, phones, PDAs, etc.) without proper safeguards such as passwords, encryption or security keys.

K. Passwords used to gain access to non-County Internet sites must not be the same passwords used on any Hidalgo County computer system.

Policy 2.00 - Account Management Policy

- All accounts created must have an associated request and approval from the IR systems administrator for the Hidalgo County system or service.
- All users are subject by the Hidalgo County Information Technology Privacy Policy once access is given to an account.
- All accounts must be uniquely identifiable using the assigned user name. (i.e. *username.userlastname*)
- All default passwords for accounts must be constructed in accordance with the Hidalgo County Password Policy.
- All accounts must have a password expiration that complies with the Hidalgo County Password Policy.
- Accounts of individuals on extended leave (more than 30 days) will be disabled.
- All new user accounts that have not been accessed within 30 days of creation will be disabled.
- System Administrators or other designated staff:
  - are responsible for removing the accounts from the system they manage, of individuals that change roles within Hidalgo County or are separated from their relationship with Hidalgo County
  - must have a documented process to modify a user account to accommodate situations such as name changes, accounting changes and permission changes
  - must have a documented process for periodically reviewing existing accounts for validity
  - are subject to independent audit review
  - must provide a list of accounts for the systems they administer when requested by authorized Hidalgo County management
  - must cooperate with authorized Hidalgo County management investigating security incidents.

Policy 3.00 – Admin/Special Access Policy

- All Hidalgo County departments and agencies must submit to IT a list of administrative contacts for their systems that are connected to Hidalgo County information resources.
- All users of Administrative/Special access accounts must be authorized by the IR system administrator.
- Each individual that uses Administrative/Special access accounts must refrain from abuse of privilege and must not engage in investigations. All requests for investigations must be processed according to the INCIDENT MANAGEMENT POLICY.
- Each individual that uses Administrative/Special access accounts must use the account privilege most appropriate with work being performed (i.e., user account vs. administrator account).
- Each account used for administrative/special access must meet the Hidalgo County Password Policy.
- The password for a shared administrator/special access account must change when an individual with the password leaves the department or Hidalgo County.
- In the case where a system has only one administrator there must be a password escrow procedure in place so that someone other than the administrator can gain access to the administrator account in an emergency situation.
- When Special Access accounts are needed for Internal or External Audit, software development, software installation, or other defined need, they:
  - must be authorized by the IR system administrator
  - must be created with a specific expiration date
  - must be removed when work is complete

Policy 4.00 – Change Management Policy

- Every change to a Hidalgo County Information Technology resource such as: operating systems, computing hardware, networks, and applications are subject to the Change Management Policy and must follow the Change Management Procedures.
- All changes and request for changes affecting computing environmental facilities (e.g., air-conditioning, security devices, all monitoring devices, cameras, phone systems, building additions or remodeling, electricity, and alarms) must be reported to the IR system administrator, department head / Elected Official and the CIO.
- A formal written change request must be submitted for all changes, both scheduled and unscheduled, to IR system administrator and the CIO.
- All scheduled change requests must be submitted to the IR system administrator and the CIO, in order to timely review the request, determine potential failures and make the decision to allow or delay the request.
- The IT Department may ask to delay a scheduled or unscheduled change for reasons including, but not limited to, inadequate planning, inadequate back out plans, the timing of the change will negatively impact a key business process such as year end accounting, it will affect overall network security or if adequate resources cannot be readily available. Adequate resources may be a problem on weekends, holidays, or during special events.
- User notification must be completed for each scheduled or unscheduled change following the steps contained in the Change Management Procedures.
- A Change Review must be completed for each change, whether scheduled or unscheduled, and whether successful or not.
- A Change Management Log must be maintained for all changes. The log must contain, but is not limited to: Date of submission and date of change
  - Owner and custodian contact information
  - Nature of the change
  - Indication of success or failure
- All County of Hidalgo, Texas information systems regardless of the department where the system is, must comply with an Information Resources change management process that meets the standards outlined above.
- Users may not install unauthorized software or hardware on without prior approval of the IT Department.

Policy 5.00 – Backup / Disaster Recovery Plan (DRP)

- The frequency and extent of backups must be in accordance with the importance of the information on the system and the acceptable risk as determined by the data owner.
- All System Administrators must keep and maintain a Disaster Recovery Plan for their assigned system.
- The Hidalgo County information resources backup and recovery process for each system must be documented and periodically reviewed by the IR system administrator and submit a copy to the CIO.
- In case there is a vendor(s) providing offsite backup storage for Hidalgo County must be cleared to handle the highest level of information stored.
- Physical access controls implemented at offsite backup storage locations must meet or exceed the physical access controls of the source systems. Additionally backup media must be protected in accordance with the highest Hidalgo County sensitivity level of information stored.
- Backups must be periodically tested to ensure that they are recoverable.
- Signature cards held by the offsite backup storage vendor(s) for access to Hidalgo County backup media must be reviewed annually or when an authorized individual leaves Hidalgo County.
- Procedures between Hidalgo County and the offsite backup storage vendor(s) must be reviewed at least annually.
- Backup tapes should have at a minimum the following identifying criteria that can be readily identified by labels and/or a bar-coding system:
  - System name
  - Creation Date
  - Sensitivity Classification [Based on applicable electronic record retention regulations.]
  - Hidalgo County Contact Information.

Policy 6.00 – Incident Management Policy

- Whenever a security incident, such as a inappropriate content, copyrighted material, virus, worm, hoax email, discovery of hacking tools, altered data, etc. is suspected or confirmed the Incident Management procedures must be followed:
- The department user is responsible for notifying the IR system administrator, department head / elected official of that department so as to initiate the appropriate incident management action including restoration as defined in the Incident Management Procedures. The user may contact the CIO directly.
- The department head / elected official of that department are responsible for notifying the CIO.
- The CIO is responsible for determining the physical and electronic extent of the incident and will determine the need of an investigation of the incident. The CIO is responsible for coordinating communications with outside organizations and law enforcement.
- The IT Department can at any time remove access from any user as it deems appropriate for the overall benefit of the entire county wide IT infrastructure.
- The appropriate technical resources from the IT department are responsible for monitoring that any damage from a security incident is repaired or mitigated and that the vulnerability is eliminated or minimized where possible.
- The CIO and IT department will determine if a widespread Hidalgo County communication is required, the content of the communication, and how best to distribute the communication.
- The appropriate technical resources from the IT Department are responsible for communicating new issues or vulnerabilities to the system vendor and working with the vendor to eliminate or mitigate the vulnerability.

  The IT department is responsible for initiating, completing, and documenting the incident investigation as reporting the incident to:

  - Local, state or federal law officials as required by applicable statutes and/or regulations
- In the case where law enforcement is not involved, the CIO will recommend disciplinary actions, if appropriate, to the elected official or department head.

Policy 7.00 – Network Configuration Policy

- Hidalgo County Information Technology is responsible for the Hidalgo County network infrastructure and will continue to manage further developments and enhancements to this infrastructure.
- To provide a consistent Hidalgo County network infrastructure capable of exploiting new networking developments, all cabling must be installed by Hidalgo County IT, IR system administrator or an approved contractor.
- All network connected equipment must be provided by and configured to a specification approved by Hidalgo County IT.
- All network equipment connected to Hidalgo County networks is subject to Hidalgo County IT management and monitoring standards. (with certain exceptions: Law enforcement)
- Changes to the configuration of active network management devices must not be made without the approval of the Hidalgo County IT Department.
- The Hidalgo County network infrastructure supports a well-defined set of approved networking protocols. Any use of non-sanctioned protocols must be approved by Hidalgo County IT.
- The networking addresses for the supported protocols are allocated, registered and managed centrally by Hidalgo County IT.
- All connections of the network infrastructure to external third party networks are the responsibility of Hidalgo County IT. This includes connections to external telephone networks.
- The use of departmental firewalls and other computer related security devices is not permitted without the written authorization from Hidalgo County IT.
- Users must not extend or re-transmit network services in any way. This means you must not install a router, switch, hub, or wireless access point to the Hidalgo County network without Hidalgo County IT approval.
- Users must not install network hardware or software that provides network services without Hidalgo County IT approval.
- Users are not permitted to alter network hardware in any way.

Policy 8.00 – Password Policy

- Passwords must be changed at least every 90 days.
- Passwords should contain a mix of upper and lower case characters and have at least 2 numeric characters. The numeric characters must not be at the beginning or the end of the password. Special characters should be included in the password where the computing system permits. The special characters are (!@#$%^&*_+=?/~`;:,<>|\).
- Passwords must not be easy to guess and they:
  - should not be your Username, must not be your employee number, must not be your name, must not be family member names, must not be your nickname, must not be your social security number, must not be your birthday, must not be your license plate number, must not be your pet's name, must not be your address, must not be your phone number, must not be the name of your town or city, must not be the name of your department, must not be street names, must not be makes or models of vehicles, must not be slang words, must not be obscenities, must not be technical terms, must not be school names, school mascot, or school slogans, must not be any information about you that is known or is easy to learn (favorite - food, color, sport, etc.) ,must not be any popular acronyms, must not be words that appear in a dictionary, must not be the reverse of any of the above.
- Passwords must not be reused for a period of one year
- Passwords must not be shared with anyone
- Passwords must be treated as confidential information

Suggestions on creating a strong password:

- Combine short, unrelated words with numbers or special characters. For example: eAt42peN
- Make the password difficult to guess but easy to remember
- Substitute numbers or special characters for letters. (But do not just substitute) For example:
  - livefish - is a bad password
  - L1veF1sh - is better and satisfies the rules, but setting a pattern of 1st letter capitalized, and i's substituted by 1's can be guessed
  - l!v3f1Sh - is far better, the capitalization and substitution of characters is not predictable.

Policy 9.00 – Physical Access Policy

- All physical security systems must comply with all applicable regulations such as, but not limited to, building codes and fire prevention codes.
- Physical access to all Information Resources restricted facilities must be documented and managed.
- All IR equipment, systems and facilities must be physically protected in proportion to the criticality or importance of their function at Hidalgo County.
- Access to Information Resources facilities must be granted only to Hidalgo County support personnel, and contractors, whose job responsibilities require access to that facility.
- The process for granting card and/or key access to Information Resources facilities must include the approval of the person responsible for the facility.
- Each individual that is granted access rights to an Information Resources facility must receive emergency procedures training for the facility and must sign the appropriate access and non-disclosure agreements.
- Requests for access must come from the applicable Hidalgo County data/system owner.
- Access cards and/or keys must not be shared or loaned to others.
- Access cards and/or keys that are no longer required must be returned to the person responsible for the Information Resources facility. Cards must not be reallocated to another individual bypassing the return process.
- Lost or stolen access cards and/or keys must be reported to the person responsible for the Information Resources facility.
- All Information Resources facilities that allow access to visitors will track visitor access with a sign in/out log.
- A service charge may be assessed for access cards and/or keys that are lost, stolen or are not returned.
- Card access records and visitor logs for Information Resources facilities must be kept for routine review by the IR system administrator, elected official or department head based upon the importance of the Information Resources being protected. The person responsible for the Information Resources facility must remove the card and/or key access rights of individuals that change roles within Hidalgo County or are separated from their relationship with Hidalgo County.

- Visitors must be escorted in card access controlled areas of Information Resources facilities.
- The person responsible for the Information Resources facility must review access records and visitor logs for the facility on a periodic basis and investigate any unusual access.
- The person responsible for the Information Resources facility must review card and/or key access rights for the facility on a periodic basis and remove access for individuals that no longer require access.
- Signage for restricted access rooms and locations must be practical, yet minimal discernible evidence of the importance of the location should be displayed.

Policy 10.00 – Information Technology Privacy Policy

- ALL Electronic media (analog and digital; video, audio, text messages blog entries, data files or other media) created, sent, received, recorded or otherwise stored on information resources owned, leased, administered, connected to or otherwise under the custody and control of Hidalgo County are not private and may be accessed by Hidalgo County at any time without knowledge of the IR user or owner.
- Electronic media controlled by Law Enforcement may, in certain cases, be deemed evidence and not subject to access by non law enforcement staff.
- To manage systems and enforce security, Hidalgo County may log, record, review, and otherwise utilize any information stored on or passing through its IR systems in accordance with the provisions and safeguards provided in the Texas Administrative Code 202, Information Resource Standards. For these same purposes, Hidalgo County may also capture user activity such as: emails, telephone numbers dialed, web sites visited, etc.
- A wide variety of third parties have entrusted their information to Hidalgo County for business purposes, and all workers at Hidalgo County must do their best to safeguard the privacy and security of this information. The most important of these third parties is the individual customer; customer account data is accordingly confidential and access will be strictly limited based on business need for access.
- Users may not use county stored data for personal gain or individual profit.
- Users must report any weaknesses in Hidalgo County computer security, any incidents of possible misuse or violation of this agreement to the proper authorities by contacting the appropriate management.
- Users must not attempt to access or install any data or programs contained on Hidalgo County systems for which they do not have authorization or explicit consent from the department system administrator or the IT department.

Policy 11.00 – Security Training Policy

- IT policies are included in the County wide policy and procedure manuals.
- IT must develop and maintain a communications process to be able to communicate new computer security program information, security bulletin information, and security items of interest.

Policy 12.00 – Software Licensing Policy

- Hidalgo County provides a sufficient number of licensed copies of software such that workers can get their work done in an expedient and effective manner. Management must make appropriate arrangements with the involved vendor(s) for additional licensed copies if and when additional copies are needed for business activities.
- Third party copyrighted information, software, audio and video files, that Hidalgo County does not have specific approval to store and/or use, must not be stored on Hidalgo County systems or networks. Systems administrators will remove such information and software unless the involved users can provide proof of authorization from the rightful owner(s).
- Third party software in the possession of Hidalgo County must not be copied unless such copying is consistent with relevant license agreements and prior management approval of such copying has been obtained, or copies are being made for contingency planning purposes.
- IR System administrators through the IT department will publish a list of authorized software that can be installed on PCs and will be supported. Any software not on this list must be installed only by specific permission from the IR System administrator.
- IT and the IR System administrator will reserve the right to remove any software that it deems unnecessary, therefore unsupported.

Policy 13.00 – Virus Protection

- All workstations whether connected to the Hidalgo County networks, or standalone, must use the Hidalgo County approved virus protection software and configuration.
- The virus protection software must not be disabled or bypassed.
- The settings for the virus protection software must not be altered in a manner that will reduce the effectiveness of the software.
- The automatic update frequency of the virus protection software must not be altered to reduce the frequency of updates.
- Each file server attached to the Hidalgo County network must utilize Hidalgo County IT approved virus protection software and setup to detect and clean viruses that may infect file shares.
- E-mail gateway(s) must utilize Hidalgo County IT approved e-mail virus protection software and must adhere to the IT rules for the setup and use of this software.
- Every virus that is not automatically cleaned by the virus protection software constitutes a security incident and must be reported to the IR system administrator and the IT Department.

Policy 14.00 – I.T. Staffing

- The I.T. Department is the only department that maintains and manages I.T. systems, equipment and infrastructure on a countywide level.
- All job titles that include the term “IT”, “computer”, “PC”, “telephone”, “network”, “GIS” or are of a computer related nature are for the exclusive use of the IT Department.
- All PC repair technician positions MUST report directly to the CIO and be part of the County’s IT Departments Technician repair pool.
- The title IT Manager must be exclusively used for the IT Department.
- All IT Department staff is bound by confidentiality agreements signed upon entry into the department.

Hidalgo County
Information Technology Department
Vacation Leave Policy

Purpose
The purpose of this Policy is to establish guidelines for staff employee use of annual, or "vacation" leave.

Audience
This policy applies to all regular, full-time staff of the Information Technology Department and any department that has staff with information technology job duties.

Annual or "Vacation" Leave
All regular, full-time staff employees are eligible for paid annual leave, traditionally referred to as "vacation" leave, in accordance with the Hidalgo County approved schedule (refer to Civil Service Commission Rules Chapter VII, Section 7.37-7.38).

Every employee eligible for paid annual leave should, whenever possible, take annual leave in order to prevent any loss of accrued annual leave at the end of the calendar year. In order to ensure that all employees abide by this directive, I.T. Management will conduct a "Leave and Earning Statement Review" with each employee before the end of each calendar year (see attached Leave and Earning Statement). The purpose of this review is to clearly outline the employee's annual leave accrued and maximum carry-over for the subsequent year.

Leave Requests
All leave requests should be submitted using the following procedure (refer to Civil Service Commission Rules Chapter VII, Section 7.20):

Every request for leave must:

a) Be submitted to the Department Head/Elected, in writing, on a Form SFA-CA-044 which is signed by the employee;
b) Clearly reflect when the requested leave is to begin and end;
c) Include a brief explanation setting forth the reasons for taking the requested leave;
d) To the extend applicable, be accompanied by any required documentation, such as a doctor's statement or military orders; and
e) Be approved or disapproved, in writing, by the both employee's supervisor and by the Department Head.

Mandatory use of Leave
It is mandatory that all IT personnel take at least forty hours of annual leave a year. These hours must be taken concurrently.

AI-17716 **15.C.**

GPS Request Form
CC REGULAR

Date: 09/29/2009
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information

CAPTION

Constable Pct. #3:
1. Authorization to purchase REQUISITION # 161611 through the County's membership/participation with HGAC CW05-02 with awarded vendor SPRINT for the following services:

Quantity:	Description:	Unit Cost:	One Time Equipment Cost:	Total Cost:	Notes:
8	GPS	$28.86 each X 3 months	$799.92	$1,954.32	Monthly Service Fee: $923.52 Attached please find quote and request forms.

2. Approval of the attached applications for gps service request under the county's cell phone policy.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1230-421-00-293-010-0-532
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
$1,954.32 Availabel balance in req#161611 as of 09/25/09. rc

Attachments

Link: Request Forms
Link: Requisition # 161611

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 04:06 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	09/25/2009 01:13 PM	APRV
3	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Griselda Salazar — Started On: 09/24/2009 01:42 PM

Final Approval Date: 09/25/2009

CELLULAR PHONE REQUEST FORM - W.1.2

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Cellular Service Allowance (STIPEND)
☐ County Owned Department Assigned Cellular Service
☐ Delete Service
☐ Equipment Replacement
☐ Name Change
☑ Other wireless device: ☐ Data card ☑ GPS ☐ Blackberry ☐ Other: _____

STIPEND ONLY:

(2) Requesting employee/position: _____

Department #: _____ Employee ID #: _____ Office: _____

(3) Type of duties:

☐Offsite duties ☐On-call duties ☑Law Enforcement / Emergency Response ☐Other: _____

(4) Describe how the use of this cell phone will benefit the county: _____

COUNTY OWNED CELL PHONE ONLY:

(5) TOTAL AMOUNT OF PURCHASE ORDER: (Purchase Order must cover total for fiscal year. Please allow an additional $10-$15 per device for fees)

Quantity: _____

Service: $_____/mo (x) ____ months = $0.00 Account: _____-532

Service: $_____/mo (x) ____ months = $0.00 Account: _____-662

Requisition Total: _____ **Requisition Number:** _____

DATA CARDS, GPS or OTHER

(6) Requesting employee/position: Lazaro Gallardo, 2005 Ford CV Vin:2FAFP71WX5X123515

Department #: 293 Employee ID #: _____ Office: 956-581-6800

Service: $57.72 /mo (x) 4 months = $230.88 Account: 9-1230-421-00-293-010-0 -532

Service: $_____/mo (x) ____ months = $0.00 Account: _____-662

Requisition Total: $1,954.32 **Requisition Number:** 161611

(7) Elected Official/Department Head Authorization for Request:

Lazaro Gallardo Jr. (Signature) | Lazaro Gallardo, Jr. (Print Name) | 09/21/2009 (Date)

(8) Executive Office Authorization (Commissioner's Court Departments Only):

_____ (Signature) | _____ (Print Name) | _____ (Date)

(9) IT DEPARTMENT ONLY:

Service Type Codes: _____

Commissioner's Court Action:

☐ **Approved Date:** _____ ☐ **Disapproved**

Revised: 04/08/2009

CELLULAR PHONE REQUEST FORM - W.1.2

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Cellular Service Allowance (STIPEND)
☐ Equipment Replacement
☐ County Owned Department Assigned Cellular Service
☐ Name Change
☐ Delete Service
☑ Other wireless device: ☐ Data card ☑ GPS ☐ Blackberry ☐ Other: _____

STIPEND ONLY:

(2) Requesting employee/position: _____

Department #: _____ Employee ID #: _____ Office: _____

(3) Type of duties:

☐Offsite duties ☐On-call duties ☑Law Enforcement / Emergency Response ☐Other: _____

(4) Describe how the use of this cell phone will benefit the county: _____

COUNTY OWNED CELL PHONE ONLY:

(5) TOTAL AMOUNT OF PURCHASE ORDER: (Purchase Order must cover total for fiscal year. Please allow an additional $10-$15 per device for fees)

Quantity: _____

Service: $_____/mo (x) ____ months = $0.00 Account: _____-532

Service: $_____/mo (x) ____ months = $0.00 Account: _____-662

Requisition Total: _____ **Requisition Number:** _____

DATA CARDS, GPS or OTHER

(6) Requesting employee/position: Lazaro Gallardo, 2006 Ford F150 Vin: 1FTPX12V56KD82029

Department #: 293 Employee ID #: _____ Office: 956-581-6800

Service: $57.72 /mo (x) 4 months = $230.88 Account: 9-1230-421-00-293-010-0-532

Service: $_____/mo (x) ____ months = $0.00 Account: _____-662

Requisition Total: $1,954.32 **Requisition Number:** 161611

(7) Elected Official/Department Head Authorization for Request:

Lazaro Gallardo — Signature | Lazaro Gallardo, Jr. — Print Name | 09/21/2009 — Date

(8) Executive Office Authorization (Commissioner's Court Departments Only):

_____ Signature | _____ Print Name | _____ Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: _____

Commissioner's Court Action:

☐ **Approved Date:** _____ ☐ **Disapproved**

Revised: 04/08/2009

CELLULAR PHONE REQUEST FORM - W.1.2

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Cellular Service Allowance (STIPEND)
☐ Equipment Replacement
☐ County Owned Department Assigned Cellular Service
☐ Name Change
☐ Delete Service
☑ Other wireless device: ☐ Data card ☑ GPS ☐ Blackberry ☐ Other: _____

STIPEND ONLY:

(2) Requesting employee/position: _____

Department #: _____ Employee ID #: _____ Office: _____

(3) Type of duties:

☐Offsite duties ☐On-call duties ☑Law Enforcement / Emergency Response ☐Other: _____

(4) Describe how the use of this cell phone will benefit the county: _____

COUNTY OWNED CELL PHONE ONLY:

(5) TOTAL AMOUNT OF PURCHASE ORDER: (Purchase Order must cover total for fiscal year. Please allow an additional $10-$15 per device for fees)

Quantity: _____

Service: $_____/mo (x) ____ months = $0.00 Account: _____-532

Service: $_____/mo (x) ____ months = $0.00 Account: _____-662

Requisition Total: _____ **Requisition Number:** _____

DATA CARDS, GPS or OTHER

(6) Requesting employee/position: Lazaro Gallardo, 2005 Ford CV Vin: 2FAFP71W15X123516

Department #: 293 Employee ID #: _____ Office: 956-581-6800

Service: $57.72 /mo (x) 4 months = $230.88 Account: 9-1230-421-00-293-010-0-532

Service: $_____/mo (x) ____ months = $0.00 Account: _____-662

Requisition Total: $1,954.32 **Requisition Number:** 161611

(7) Elected Official/Department Head Authorization for Request:

Lazaro Gallardo Jr. (Signature) | Lazaro Gallardo, Jr. (Print Name) | 09/21/2009 (Date)

(8) Executive Office Authorization (Commissioner's Court Departments Only):

_____ (Signature) | _____ (Print Name) | _____ (Date)

(9) IT DEPARTMENT ONLY:

Service Type Codes: _____

Commissioner's Court Action:

☐ **Approved Date:** _____ ☐ **Disapproved**

Revised: 04/08/2009

CELLULAR PHONE REQUEST FORM - W.1.2

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Cellular Service Allowance (STIPEND)
☐ Equipment Replacement
☐ County Owned Department Assigned Cellular Service
☐ Name Change
☐ Delete Service
☑ Other wireless device: ☐ Data card ☑ GPS ☐ Blackberry ☐ Other: _____

STIPEND ONLY:

(2) Requesting employee/position: _____

Department #: _____ Employee ID #: _____ Office: _____

(3) Type of duties:

☐Offsite duties ☐On-call duties ☑Law Enforcement / Emergency Response ☐Other: _____

(4) Describe how the use of this cell phone will benefit the county: _____

COUNTY OWNED CELL PHONE ONLY:

(5) TOTAL AMOUNT OF PURCHASE ORDER: (Purchase Order must cover total for fiscal year. Please allow an additional $10-$15 per device for fees)

Quantity: _____

Service: $_____/mo (x) ____ months = $0.00 Account: _____-532

Service: $_____/mo (x) ____ months = $0.00 Account: _____-662

Requisition Total: _____ **Requisition Number:** _____

DATA CARDS, GPS or OTHER

(6) Requesting employee/position: Lazaro Gallardo, 2008 Ford F150 Vin: 1FTPX14V08FB16667

Department #: 293 Employee ID #: _____ Office: 956-581-6800

Service: $57.72 /mo (x) 4 months = $230.88 Account: 9-1230-421-00-293-010-0 -532

Service: $_____/mo (x) ____ months = $0.00 Account: _____-662

Requisition Total: $1,954.32 **Requisition Number:** 161611

(7) Elected Official/Department Head Authorization for Request:

Signature	Print Name	Date
Lazaro Gallardo Jr.	Lazaro Gallardo, Jr.	09/21/2009

(8) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: _____

Commissioner's Court Action:

☐ **Approved Date:** _____ ☐ **Disapproved**

Revised: 04/08/2009

CELLULAR PHONE REQUEST FORM - W.1.2

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Cellular Service Allowance (STIPEND) ☐ Equipment Replacement

☐ County Owned Department Assigned Cellular Service ☐ Name Change

☐ Delete Service

☑ Other wireless device: ☐ Data card ☑ GPS ☐ Blackberry ☐ Other: _____

STIPEND ONLY:

(2) Requesting employee/position: _____

Department #: _____ Employee ID #: _____ Office: _____

(3) Type of duties:

☐Offsite duties ☐On-call duties ☑Law Enforcement / Emergency Response ☐Other: _____

(4) Describe how the use of this cell phone will benefit the county: _____

COUNTY OWNED CELL PHONE ONLY:

(5) TOTAL AMOUNT OF PURCHASE ORDER: (Purchase Order must cover total for fiscal year. Please allow an additional $10-$15 per device for fees)

Quantity: _____

Service: $_____/mo (x) ____ months = $0.00 Account: _____-532

Service: $_____/mo (x) ____ months = $0.00 Account: _____-662

Requisition Total: _____ **Requisition Number:** _____

DATA CARDS, GPS or OTHER

(6) Requesting employee/position: Lazaro Gallardo, 2009 Chevrolet Tahoe V:1GNEC03049R243355

Department #: 293 Employee ID #: _____ Office: 956-581-6800

Service: $57.72 /mo (x) 4 months = $230.88 Account: 9-1230-421-00-293-010-0 -532

Service: $_____/mo (x) ____ months = $0.00 Account: _____-662

Requisition Total: $1,954.32 **Requisition Number:** 161611

(7) Elected Official/Department Head Authorization for Request:

Lazaro Gallardo / Signature | Lazaro Gallardo, Jr. / Print Name | 09/21/2009 / Date

(8) Executive Office Authorization (Commissioner's Court Departments Only):

_____ Signature | _____ Print Name | _____ Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: _____

Commissioner's Court Action:

☐ **Approved Date:** _____ ☐ **Disapproved**

Revised: 04/08/2009

CELLULAR PHONE REQUEST FORM - W.1.2

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Cellular Service Allowance (STIPEND)
☐ County Owned Department Assigned Cellular Service
☐ Delete Service
☐ Equipment Replacement
☐ Name Change
☑ Other wireless device: ☐ Data card ☑ GPS ☐ Blackberry ☐ Other: _____

STIPEND ONLY:

(2) Requesting employee/position: _____

Department #: _____ Employee ID #: _____ Office: _____

(3) Type of duties:

☐Offsite duties ☐On-call duties ☑Law Enforcement / Emergency Response ☐Other: _____

(4) Describe how the use of this cell phone will benefit the county: _____

COUNTY OWNED CELL PHONE ONLY:

(5) TOTAL AMOUNT OF PURCHASE ORDER: (Purchase Order must cover total for fiscal year. Please allow an additional $10-$15 per device for fees)

Quantity: _____

Service: $_____/mo (x) ____ months = $0.00 Account: _____-532

Service: $_____/mo (x) ____ months = $0.00 Account: _____-662

Requisition Total: _____ **Requisition Number:** _____

DATA CARDS, GPS or OTHER

(6) Requesting employee/position: Lazaro Gallardo, 2009 Chevrolet Tahoe V:1GNEC03059R244607

Department #: 293 Employee ID #: _____ Office: 956-581-6800

Service: $ 57.72 /mo (x) 4 months = $230.88 Account: 9-1230-421-00-293-010-0 -532

Service: $_____/mo (x) ____ months = $0.00 Account: _____-662

Requisition Total: $1,954.32 **Requisition Number:** 161611

(7) Elected Official/Department Head Authorization for Request:

Lazaro Gallardo (Signature) | Lazaro Gallardo, Jr. (Print Name) | 09/21/2009 (Date)

(8) Executive Office Authorization (Commissioner's Court Departments Only):

_____ (Signature) | _____ (Print Name) | _____ (Date)

(9) IT DEPARTMENT ONLY:

Service Type Codes: _____

Commissioner's Court Action:

☐ **Approved Date:** _____ ☐ **Disapproved**

Revised: 04/08/2009

CELLULAR PHONE REQUEST FORM - W.1.2

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Cellular Service Allowance (STIPEND)
☐ Equipment Replacement
☐ County Owned Department Assigned Cellular Service
☐ Name Change
☐ Delete Service
☑ Other wireless device: ☐ Data card ☑ GPS ☐ Blackberry ☐ Other: _____

STIPEND ONLY:

(2) Requesting employee/position: _____

Department #: _____ Employee ID #: _____ Office: _____

(3) Type of duties:

☐Offsite duties ☐On-call duties ☑Law Enforcement / Emergency Response ☐Other: _____

(4) Describe how the use of this cell phone will benefit the county: _____

COUNTY OWNED CELL PHONE ONLY:

(5) TOTAL AMOUNT OF PURCHASE ORDER: (Purchase Order must cover total for fiscal year. Please allow an additional $10-$15 per device for fees)

Quantity: _____

Service: $_____/mo (x) ____ months = $0.00 Account: _____-532

Service: $_____/mo (x) ____ months = $0.00 Account: _____-662

Requisition Total: _____ **Requisition Number:** _____

DATA CARDS, GPS or OTHER

(6) Requesting employee/position: Lazaro Gallardo, 2009 Chevrolet Tahoe V:1GNEC03099R244612

Department #: 293 Employee ID #: _____ Office: 956-581-6800

Service: $57.72 /mo (x) 4 months = $230.88 Account: 9-1230-421-00-293-010-0-532

Service: $_____/mo (x) ____ months = $0.00 Account: _____-662

Requisition Total: $1,954.32 **Requisition Number:** 161611

(7) Elected Official/Department Head Authorization for Request:

Lazaro Gallardo (Signature) | Lazaro Gallardo, Jr. (Print Name) | 09/21/2009 (Date)

(8) Executive Office Authorization (Commissioner's Court Departments Only):

_____ (Signature) | _____ (Print Name) | _____ (Date)

(9) IT DEPARTMENT ONLY:

Service Type Codes: _____

Commissioner's Court Action:

☐ **Approved Date:** _____ ☐ **Disapproved**

Revised: 04/08/2009

CELLULAR PHONE REQUEST FORM - W.1.2

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Cellular Service Allowance (STIPEND)
☐ County Owned Department Assigned Cellular Service
☐ Delete Service
☑ Other wireless device: ☐ Data card ☑ GPS ☐ Blackberry ☐ Other:
☐ Equipment Replacement
☐ Name Change

STIPEND ONLY:

(2) Requesting employee/position:_____

Department #:_____ Employee ID #:_____ Office: _____

(3) Type of duties:

☐Offsite duties ☐On-call duties ☑Law Enforcement / Emergency Response ☐Other:_____

(4) Describe how the use of this cell phone will benefit the county:_____

COUNTY OWNED CELL PHONE ONLY:

(5) TOTAL AMOUNT OF PURCHASE ORDER: (Purchase Order must cover total for fiscal year. Please allow an additional $10-$15 per device for fees)

Quantity:_____

Service: $_____/mo (x) ____ months = $0.00 Account:_____-532

Service: $_____/mo (x) ____ months = $0.00 Account:_____-662

Requisition Total:_____ **Requisition Number:**_____

DATA CARDS, GPS or OTHER

(6) Requesting employee/position: Lazaro Gallardo, 2009 Chevrolet Tahoe V:1GNEC03069R243241

Department #: 293 Employee ID #:_____ Office: 956-581-6800

Service: $57.72 /mo (x) 4 months = $230.88 Account: 9-1230-421-00-293-010-0 -532

Service: $_____/mo (x) ____ months = $0.00 Account:_____-662

Requisition Total: $1,954.32 **Requisition Number:** 161611

(7) Elected Official/Department Head Authorization for Request:

Lazaro Gallardo (Signature) | Lazaro Gallardo, Jr. (Print Name) | 09/21/2009 (Date)

(8) Executive Office Authorization (Commissioner's Court Departments Only):

_____ Signature | _____ Print Name | _____ Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: _____

Commissioner's Court Action:

☐ **Approved Date:** _____ ☐ **Disapproved**

Revised: 04/08/2009

Requisition

Req # 00161611

PO #
Date: 09/01/09

Bill To: x
x

Vendor : 210501
SPRINT
P O BOX 660092
DALLAS TX 75266-0092

Ship To: CONSTABLE PCT 3
730 BREYFOGLE
STE. B
MISSION TX 78572

Contact: RCAVAZOS
956-205-7031

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		REQUESTING A PO FOR WIRELESS DEVICES TO BE UTILIZED BY CONSTABLE DEPARTMENT PCT. 3 DO NOT DUPLICATE ORDER ,		
8.00	EACH	MOTOROLA i365 ($99.99 DIR FLAT RATE)	99.99	799.92
8.00	EACH	ACTSOFT COMET TRACKER	15.00	120.00
8.00	EACH	UNLIMITED DATA PLAN	11.55	92.40
8.00	EACH	PUBLIC IP ADDRESS	2.31	18.48
4.00	EACH	MONTHLY SERVICE FEE	230.88	923.52
		Account No	Encumbrance	
		9-1230-421-00-293-010-0-532	1,954.32	
			Freight	.00
			Total	1,954.32
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-17692 **16.A.**

Public Hearing - CAPER

CC REGULAR

Date:	09/29/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Hold Public Hearing to consider public comments on the County of Hidalgo's 2008 Consolidated Annual Performance and Evaluation Report (CAPER) prior to submission to the U.S. Department of Housing and Urban Development.

BACKGROUND

Citizen Participation requirements dictate that the County hold a public hearing to consider public comments on the contents of its Consolidated Annual Performance and Evaluation Report prior to its submission to HUD.
The Urban County Program published public notice of the Report's completion and the public comment period ran from September 17th , 2009 through September 28th , 2009.

Fiscal Impact

Attachments

Link: report (CAPER)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:53 AM	APRV
2	Perla Lopez	Perla Lopez	09/24/2009 10:13 AM	APRV
3	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Estella Webber — Started On: 09/23/2009 03:56 PM

Final Approval Date: 09/25/2009

Homeless Prevention	6,554.44	140
Consumer Credit Counseling		
Essential Services	10,045.04	150 Overlap Count From HP
Homeless Prevention	4,398.82	150
General Administration		
General Administration	**Expenditure$**	**Benefit**
	21,105.72	
TOTAL EXPENSES	**$405,002.33**	

The table below reflects the performance management system developed by ICF Consulting for use by the Rio Grande Valley Entitlement Communities. Its primary purpose is to assess progress towards stated goals.

INTRODUCTION

The Consolidated Annual Performance and Evaluation Report (CAPER) is a comprehensive evaluation of the County's use of Community Development Block Grant (CDBG), HOME and Emergency Shelter Grant (ESG) entitlement funding. The U.S. Department of Housing and Urban Development is the funding entity of these federal programs. The CAPER contains a summary of accomplishments achieved in response to objectives set forth by the County's Five-Year Consolidated Plan and Strategy. For reporting purposes, the CAPER focuses on those activities outlined in the County's 2008-2009 One-Year Action Plan and expenditures realized during that time period.

The CAPER is comprised of three basic elements: 1) current activities in IDIS which include all required financial and performance data used for annual reporting, 2) required narrative discussions on certain HUD identified topics and 3) required IDIS reports. Wherever possible, tables and graphs were used to interpret performance and expenditure data in order to facilitate an ease of understanding. In summary, the County's 2008-2009 CAPER has been prepared in accordance with the performance reporting requirements set forth in 24 CFR Part 91.

INSTITUTIONAL STRUCTURE

The Urban County Program (UCP) is a department within the Hidalgo County governance structure. Hidalgo County, as the grantee, created the UCP in 1988 to serve as the administrative entity for these HUD funds. Funded projects take place in eighteen non-entitlement cities and the four county precincts. Those cities include are: Alamo, Alton, Donna, Edcouch, Elsa, Granjeno, Hidalgo, La Joya, La Villa, Mercedes, Palmhurst, Palmview, Penitas, Progreso, Progreso Lakes, San Juan, Sullivan City and Weslaco. The cities range in population size from 234 (Progreso Lakes) to 26,935 (Weslaco), with an average size of approximately 7,800.

The principal beneficiaries of programs funded by the UCP are those persons of low and moderate-income means. HUD defines this target group as those persons having an income at or below 80% of the area's median income. This reporting year, 100% of eligible fund expenditures in the CDBG and HOME programs were of direct benefit to this target group.

In terms of minority benefit, Hidalgo County is predisposed to serve minority groups inasmuch that approximately 88% of the population is Hispanic. Given the correlation between minority status and income levels, funded projects overwhelmingly serve low and moderate-income persons that are of Hispanic descent.

The UCP further strives to make the appropriate accommodations for persons with disabilities if notified in advance. Translators and helpers can be made available on an as-needed basis. This accommodation is made known through advertisements notifying the public about upcoming public hearings or meetings. Compliance with the Americans with Disabilities Act is mandatory in all building construction projects funded by the UCP.

SOURCE OF FUNDS

At the onset of the program year, the County utilized an operating budget of $8,340,418 for the CDBG Program, $2,692,416 for the HOME Program and $371,952 for the ESG Program to implement the 2008-2009 Program Year. In addition to the entitlement funding received from HUD, the County continued to utilize grant funding from the State to address the living standards in *colonias*. The County applied for and received two (2) Economically Distressed Areas Program Grants during this reporting period for a two year (2) period. The grants were in the amount of $ 97,614 and $ 329,037 for a combined total of $ 426,651 Beneficiaries will be noted in next years CAPER.

GEOGRAPHIC DISTRIBUTION

Expenditures realized were directed under projects that primarily benefit the County's low and moderate-income population. Specific projects undertaken were located in and around the original townsites of participating cities or in the outlying rural areas of the County. These census tracts contain the highest concentration of low and moderate-income persons.

NARRATIVES

A. Assessment of Five-Year Goals & Objectives

All activities undertaken this Program Year addressed certain objectives set forth by the County's Five-Year Consolidated Plan & Strategy (CPS). The County is pleased to report that 100% of activities funded this year were designated as high priorities. This reporting period, the County expended $9,104,965.89 in CDBG funds. This figure translates to an expenditure ratio of .81, well below the 1.5 minimum standard required by HUD and represents the best expenditure ratio ever attained by the Hidalgo County Urban County Program in its twenty-year history. This achievement is an affirmation of the County's diligent effort to put these federal funds to work in an expeditious manner.

CDBG EXPENDITURES BY PRIORITY DESIGNATION		
Parks, Recreational Facilities 03F	HIGH	$ 625,445.79
Flood Drain Improvements 03I	HIGH	$ 109,415.50
Water, Sewer Improvements 03J	HIGH	$1,451,814.10
Housing Rehabilitation 14A	HIGH	$ 39,472.60
Street Improvements 03K	HIGH	$3,845,880.40
Fire Stations/Equipment 03O	HIGH	$ 807,469.92
Public Services 05	HIGH	$ 136,569.53
Senior Service 05A	HIGH	$ 96,818.93
Youth Services 05D	HIGH	$ 248,655.81
Transportation Services 05#	HIGH	$ 99,000.00
Battered and Abused Spouses 05G	HIGH	$ 26,940.29
Health Services 05M	HIGH	$ 17,256.08
Abused and Neglected Children 05N	HIGH	$ 115,427.90
General Program Administration 21A	HIGH	$1,090,902.29
Public Facilities 03 General	HIGH	$ 18,762.75
Neighborhood Facilities 03E	HIGH	$ 105,952.00
CI Infrastructure Development 17B	HIGH	$ 211,611.40
Clearance & Demolition 04	HIGH	$ 7,380.00
Section 108 Loan Repayment 19F	HIGH	$ .00
Sidewalks 03L	HIGH	$ 50,190.60
	TOTAL	**$ 9,104,965.89**

HOME

Under the HOME Program, the County realized expenditures of $3,311,935. This figure can be broken down as follows:

HOME INVESTMENT PARTNERSHIP PROGRAM		
Activity Type	**Expenditure $**	**Benefit**
Community Housing Development Organizations	881,298	38 new housing units created
Down Payment Assistance	156,420	22 families assisted with homeownership
Owner-Occupied Rehabilitation	2,004,904	47 families assisted
General Administration	269,313	
TOTAL HOME INVESTMENT	**$ 3,311,935**	

The County designated affordable housing and the related housing services as high priorities. Therefore, expenditures here coincide with the strategy outlined in the CPS.

Emergency Shelter Grant

Expenditures under the ESG Program totaled $405,002.33. A total of $21,105.72 was expended for administration, while service providers implementing the program utilized $383,896.60. Below is a breakdown by entity and activity of ESG expenditures during the reporting period:

EMERGENCY SHELTER GRANT PROGRAM		
Salvation Army		
Activity Type	**Expenditure$**	**Benefit (2 years)**
Homeless Prevention	23,271.43	184
Maintenance & Operations	84,000.80	2332 Overlap Count From Essentials
Essential Services	18,834.91	2332
American Red Cross		
Activity Type	**Expenditure$**	**Benefit**
Maintenance & Operations	32,254.58	152 People Served
Mujeres Unidas		
Activity Type	**Expenditure$**	**Benefit (2 years)**
Maintenance & Operations	158,638.31	3687
Essential Services	38,997.91	3687 Overlap Count From M&O
ARCH		
Essential Services	6,900.37	140 Overlap Count From HP

PUBLIC NOTICE

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

Date of Publication: Thursday, September 17, 2009

Notice is hereby given that the County of Hidalgo Urban County Program has completed its Consolidated Annual Performance and Evaluation Report (CAPER) for the Fiscal Year ended June 30, 2009.

This Report is a comprehensive review of the activities undertaken by the Urban County Program in carrying out the activities identified in the County's Consolidated Plan Strategy (CPS). The program operates in 18 non-entitlement communities and the rural areas of Hidalgo County.

A eleven day comment period is hereby established to run from September 17, 2009 to September 28, 2009. The CAPER Report will be available for public viewing and comment at the Urban County Office.

Following the comment period, a Public Hearing will be held at 1:30 p.m. on **Tuesday, September 29, 2009** at the Hidalgo County Commissioners' Meeting Room on the first floor of the Hidalgo County Administrative Building, located at 100 East Cano, Edinburg, Texas 78539.

Accommodations will be made for individuals with handicaps 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) 787-8127.

Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577

AI-17651 **16.B.**

Subrecipient Agreement - Texas Rio Grande Legal Aid

CC REGULAR

Date:	09/29/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Approval of a Subrecipient Agreement with Texas Rio Grande Legal Aid (TRLA) and Urban County Program-Homelessness Prevention and Rapid Re-Housing Program (HPRP).

BACKGROUND

This grant was approved under the Substantial Amendment to the Consolidated Plan 2008 Action Plan under the American Recovery and Reinvestment Act of 2009 ("Recovery Act").
TRLA will use the funds at their TRLA Weslaco Center. Agreement is for three years and is in the amount of $328,328.10

Services include: (See attachments)

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

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

BUDGETARY IMPACT:

Total Agreement Amount: $328,328.10.

Funding Available: $328,328.10.

Attachments

Link: legal aid agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:25 AM	APRV
2	Perla Lopez	Perla Lopez	09/24/2009 08:54 AM	APRV
3	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Estella Webber — Started On: 09/23/2009 11:45 AM

Final Approval Date: 09/25/2009

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court
Agenda Request Form

No. _____

Date: 09/22/2009 Meeting Date Request: 09/290/09

Deadline for Action: 09/29/09 Contact Person: ***Ms. Diana R. Serna***

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

Ms. Diana R. Serna, Urban County Program Director

Caption: Approval of a Subrecipient Agreement with Texas Rio Grande Legal Aid (TRLA) and Urban County Program-Homelessness Prevention and Rapid Re-Housing Program (HPRP).

Background: This grant was approved under the Substantial Amendment to the Consolidated Plan 2008 Action Plan under the American Recovery and Reinvestment Act of 2009 ("Recovery Act"). TRLA will use the funds at their TRLA Weslaco Center. Agreement is for three years and is in the amount of $328,328.10 Services include:

	Homeless Prevention	**Rapid Re-housing**
Financial Assistance	$ -0	$ -0-
Rental Assistance Short/Medium Term		
Housing Security Deposits		
Utility Payments Short/Medium Term		
Moving Cost & Motel/Hotel Vouchers		
Housing Relocation & Stabilization Service	$ 300,000.00	$ -0-
Outreach & Outreach Materials		
Credit Repair Referral Fees		
Management & Case Workers		
Data & Collection & Evaluation	$ 15,000.00	$ -0-
HMIS License Fee & Technical Support		
Management & Case Workers		
Administration	$ 13,328.10	$ -0-
Subtotal HPRP Budget Amt:	**$ 328,328.10**	**$ -0-**

Total HPRP Agreement & Budget Amt: **$ 328,328.10**

Amount funds Available: **$ 328,328.10**

Approval of agreement is recommended.

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

√

Hidalgo County HPRP Budget
For the Period October 1, 2009 thru September 30, 2012

Applicant Organization: Texas RioGrande Legal Aid

Homeless Prevention Program Budget

Detail of Activities by Category & Method of Calculation	1st Year 10/1/2009-9/30/2010	2nd Year 10/1/2010-9/30/2011	3rd Year 10/1/2011-9/30/2012	Category Totals
A. ADMINISTRATIVE COSTS (max 2% of funds requested)				**$13,328.10**
Funds will be utilized for TRLA staff training and a small portion of accounting staff salaries	$4,442.70	$4,442.70	$4,442.70	
B. FINANCIAL ASSISTANCE				**$0**
Not Applicable				
C. HOUSING RELOCATION AND STABILIZATION SERVICES				**$300,000**
1 FTE HPRP Attorney Salary	$45,000	$45,000	$45,000	
1 FTE HPRP Paralegal Salary	$35,000	$35,000	$35,000	
Fringe Benefits for HPRP Attorney and Paralegal. Calculated at 25% of salaries and include FICA, Workers' Compensation, Health Insurance, Pension, and Unemployment Benefits.	$20,000	$20,000	$20,000	
D. DATA COLLECTION AND EVALUATION				**$15,000**
Computers with wireless capabilities for off-site intake (2)	$2,500			
Costs associated with data collection and analysis (Funds will support the salary of the data collection and reporting staff member)	$4,166	$4,167	$4,167	
TOTAL HOMELESS PREVENTION PROGRAM BUDGET	$111,108.70	$108,609.70	$108,609.70	**$328,328.10**

ATTACHMENT B

PROPOSED BUDGET – 3 year period

Applicant Organization: Texas RioGrande Legal Aid, Inc. (TRLA)

Detail of Activities by Category & Method of Calculation	Line item Totals	Category Totals
A. ADMINISTRATIVE COSTS (breakdown by subcategory)		**$ 13,328.10**
TRLA HPRP Staff Training – Funding for three TRLA HPRP Hidalgo County staff to attend trainings conducted by the TRLA Housing Director on the HPRP policies and procedures, and current Housing Law trends. *(Includes travel, lodging and a per diem meal allowance for three staff, 2 trainings at $1,680 per training)*	$3,360	
Accounting Staff Salaries– Funding for a small portion of accounting staff salaries and benefits *(Accounting staff typically earn $40,000 per year)*	$ 9,968.10	
B. FINANCIAL ASSISTANCE (breakdown by subcategory)		**$0**
Not Applicable		
C. HOUSING RELOCATION AND STABILIZATION SERVICES (breakdown by subcategory)		**$ 300,000**

Legal Services to help people stay in their homes – • Funding for three years of salaries for: 1 FTE HPRP Attorney *($135,000)*, and 1 FTE HPRP Paralegal *($105,000)*. • Fringe Benefits are calculated at 25% and include FICA, Workers' Compensation, Health Insurance, Pension, Unemployment Benefits. *(Total benefits: $60,000)*	$300,000	
D. DATA COLLECTION AND EVALUATION (breakdown by subcategory)		**$15,000**
Data Collection System • Funding to purchase two computers that will be utilized by the HPRP Attorney and HPRP Paralegal.	$2,500	
Staffing • Funding for a portion of the staff time involved with data collection, entry, analysis, and reporting of data over a three year period.	$12,500	
TOTAL HPRP FUND REQUEST	**$**	**$328,328.10**

Grant No: _____

Official Contact Person:

Name: _____
Telephone: _____
Fax: _____
E-mail Address: _____

Tax ID No.: _____
Unit of Government no. (if applicable): _____
DUNS No.: _____

SUBRECIPIENT AGREEMENT
FOR HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM
GRANT FUNDS

THIS IS AN AGREEMENT, by and between _____ (hereinafter the "Grantee") and _____, having its principal office at _____ (hereinafter the "Subrecipient") for the Homelessness Prevention and Rapid Re-Housing Program (HPRP) in the amount of $ _____, pursuant to County Commissioners' Court resolution dated _____.

This award is also authorized by Title XII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (Recovery Act) that established the Homeless Prevention and Rapid Re-housing Program. This award is made pursuant to the Notice of Allocation, Application Procedures, and Requirements for Homelessness Prevention and Rapid Re-housing Program Grantees under the Recovery Act, as published on March 19, 2009, as may be amended from time to time (the Notice) and any additional implementation guidance that may be published by the United States Department of Housing & Urban Development (HUD). The requirements set forth in the Notice, HUD guidance and the applicable requirements set forth in Title XII of the Recovery Act are incorporated as part of this Agreement.

GRANTEE STANDARD CONTRACT/GRANT BOILER PLATE

1. General Standard Contract/Grant Boiler Plate

a. **Rules and Regulations** – The Subrecipient agrees to cooperate with the Entity in respect to the implementation of the Homelessness Prevention and Rapid Re-housing (HPRP) 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 the jurisdiction over expenditures of the HPRP funds.

b. **Statement of Work** - Subrecipient agrees to perform services as outlined in **Exhibit A : Statement of Work**, of this Agreement for and in consideration of HPRP funding in the amount of $ _____ enumerated in **Exhibit B Budget** and **Exhibit C : 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 commending 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 E : Schedule of Activity** and shall notify Entity of any changes, delays or departures from the schedule. If the Subrecipient demonstrates that delays or departures 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.

c. **Records and Reports** - Subrecipient agrees to 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 expenditures of HPRP funds.

d. **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 as per 24 CFR Part 85.40(a).

e. Payment Requests and Program Income

Subrecipient agrees to allow Entity to account for all program income from any HPRP funded activity covered under this agreement. Failure of the Subrecipient to report program income as required, shall cause Entity to require all program income to be recovered by the Entity.

f. 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 activities as described in 24 CFR Par 576.23.

g. 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.

h. 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, Bond 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 documents of said OMB Circular.

i. 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 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however 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 inquires regarding the audit and Subrecipient acknowledges t hat 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 85.42.

j. **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 service under the contract agreement with limits of not less than $300,000 per occurrence, $300,000 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.

k. **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.

l. **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 and 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 exclusive in Hidalgo County.

m. **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, 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.

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 agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executive 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 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.

n. 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.

PROJECT DESCRIPTION AND SCOPE OF SERVICES

II. Project Description

Homelessness Prevention and Rapid Re-Housing (HPRP) assistance is provided to rapidly transition program participants to housing stability, either through their own means or through public assistance, as appropriate. Funding provided under HPRP is not intended to provide long-term support, nor will it be able to address all of the financial and supportive service needs of individuals and families. Subrecipients may only use HPRP funds for eligible activities approved in their application and incorporated in this agreement. The Subrecipient is required to implement HPRP-funded project activities in accordance with established policies and procedures.

a. Project Budget

An approved budget is incorporated in this agreement as Exhibit B. In addition, the Grantee may require a more detailed budget breakdown than the one contained in Exhibit B, and the Subrecipient shall provide such

supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

b. Scope of Services and Eligible Activities

The Subrecipient will be responsible for administering HPRP Year 2009 homelessness prevention and/or rapid re-housing activities identified by the Grantee. The Subrecipient will administer all tasks in connection with these activities in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee. Grant funds must be used for eligible activities as described in the HPRP Notice. The eligible activities approved under this agreement include (check all that apply under this agreement):

1. **Financial Assistance** – Eligible activities include short and medium-term rental assistance payments, security deposits, utility deposits, utility payments, moving cost assistance and motel and hotel vouchers.

2. **Housing Relocation and Stabilization Services** – Eligible activities include case management services, outreach to and engagement of eligible program participants, housing search and placements, legal services to help people stay in their homes, and credit repair.

3. **Data Collection:** The costs of operating data collection and reporting through the use of HMIS or a comparable client-level database. Evaluation is also an eligible costs if the Grantee or Subrecipient is asked by HUD to participate in HUD-sponsored research and evaluation.

4. **Administration:** Eligible costs include pre-award costs, accounting, reporting, auditing and staff training.

c. Eligible Participants

Persons receiving HPRP assistance must be eligible participants per criteria prescribed in the HPRP Notice of Allocations dated March 19, 2009. The Subrecipient agrees to establish appropriate measures to ensure and document that only eligible persons are served.

d. Goals and Objectives

The Grantee will monitor the performance of the Subrecipient against goals and performance standards provided in the Subrecipient's application and approved

by the Grantee. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct sub-substandard performance is not taken by the Subrecipient within ___(#) days after being notified by the Grantee, the contract may be terminated and all funding halted. In such cases, the Subrecipient must return any unused funds promptly.

e. Implementation Schedule

Unless amended by mutual written agreement of the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

Task/Milestone	Due Date

f. Staffing and Personnel

The Subrecipient shall assign the following staff as Key Personnel to this project.

Staff Name and Title	Program Responsibilities	Time Allocation (%)

GENERAL CONDITIONS

III. General Conditions

a. Data Collection and Evaluation

HPRP Subrecipients are required to report client-level data, such as the number of persons served and their demographic information, in a Homeless Management Information System (HMIS) **or a comparable client-level database**. HMIS in an electronic data collection system that facilitates the collection of information on person who are homeless or at risk of becoming homeless, and is managed and operated locally. HUD revised the HMIS

technical and data standards in a notice published May 8, 2009. Subrecipients are required to review this notice and ensure these revised data standards are implemented in HMIS specifically for HPRP participants as applicable. The local HMIS contact person for your program is _____**who can be reached at** _____.

b. Reports

Subrecipients are required to submit Quarterly Performance Reports on outputs and outcomes including information on participants served to date, jobs created, funds drawn or expended, and narrative descriptions of program progress or issues. The format in Exhibit C shall be used by the Subrecipient to submit its quarterly report. This format tracks the information the grantee is required to report to HUD. _____(number of copies of the quarterly reports) shall be submitted to _____ (name and email or regular mail address of person to receive for quarterly report) by the ___(#th) day following of the end of each quarter for the period of program operation, and shall include current quarter and cumulative data.

An Annual Performance Report will also be required within ___ days of the end of each federal fiscal year. This first annual performance report is due _____, 2010.

c. Administrative Requirements

i. Financial Management

If the Subrecipeint is a non-profit organization it agrees to comply with 24 CFR Part 84 and OMB Circular A-122 or A-21 (depending on whether the nonprofit is or is not an Educational Institution) and agrees to adhere to the accounting principles and procedures required therein, develop and implement adequate internal financial controls. And maintain required source documentation for all cost incurred.

If the Subrecipeint is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85 and OMB Circular A-87 apply.

ii. Recordkeeping and Retention

The Subrecipient agrees to maintain all records required by the HPRP Notice, including:

- Records documenting that HPRP activities are eligible
- Records documenting the eligibility of program participants
- If applicable, records documenting rent reasonableness

- Records documenting that each participant received an intake interview
- If applicable, records documenting that persons receiving assistance for longer than three months, were recertified at three month intervals
- Records providing a full description of each activity undertaken
- Records documenting compliance with fair housing and equal opportunity cross-cutting regulations
- Financial records illustrating appropriate accounting principles applied
- Records accounting for staff time and activities, relating to HPRP expenditures and draw requests
- Any other records necessary to demonstrate compliance with HPRP Notice and ARRA

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of four (4) years after the termination of all activities funded under this agreement. Records for any displaced person must be kept for four (4) years after the termination of all activities funded under this agreement. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there are litigations, claims, audits, negotiations or other actions that involve any of the records, the records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

iii. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include at a minimum the HMIS Data and Technical Standards prescribed by HUD. Such information shall be made available to Grantee monitors or their designee for review upon request. If an HMIS has not been implemented in the Grantee's jurisdiction, the grantee may use an alternate system for collecting and reporting data as long as it meets the data collection and reporting requirements set forth in the HPRP Notice, and is consistent with HUD's HMIS Data and Technical Standards.

iv. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, representatives of the Federal Government and their designees, at any time during normal business hours, as often as the Grantee deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Actions

required to resolve any discrepancies noted in the audit report must be agreed upon by the Subrecipient within 30 days after receipt of the audit report. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipeint hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable OMB Circular A-133.

v. **Procurement**

The Subrecipient shall comply with the procurement policies and requirements of the _____(State), _____(locality, if applicable) and HUD concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this contract.

d. **Costs Incurred Prior to Grant Agreement Execution**

No costs incurred prior to the execution of the Agreement shall be eligible for reimbursement with Grant funds.

e. **Fund Disbursement**

The Subrecipient may request reimbursement as frequently as once a month, but in no case less than once a quarter, by submitting the attached for with a budget which details itemized HPRP expenditures by activity and cost categories. **ALL HPRP funds must be requested on the Draw Request Form (See Exhibit J).** No funds will be disbursed until all required reports and substantiating documentation are submitted.

f. **Reallocation of funds, Termination, Suspension, Conditions**

If, due to any cause, the Subrecipient fails to comply with the terms, conditions or requirements of this Agreement, the Grantee may terminate or suspend this Agreement by giving written notice of the same and specifying the effective date of termination or suspension at least _____(3) days prior to such action. In the cast of Agreement violations by the Subrecipient, the Grantee may request that all or some of the grant funds be returned even if the Subrecipeint has expended the funds. The request will be made in writing. The Subrecipeint agrees to return such funds as requested by the Grantee within ____ days of receipt of the written request.

Any objections regarding terminations or suspensions shall be made by the Subrecipient in writing and mailed to the following:

Name:
Address: Street
Address: City, State, Zip

g. Subsequent Contracts

The Subrecipient shall remain fully obligated under the provisions of the Grant Agreement notwithstanding its designation of any subsequent or third parties for the undertaking of all or part of the activities for which the grant assistance is being provided to the Subrecipient. Any contractor or subcontractor which is not part of the Subrecipient shall comply with all the lawful requirements of the Application necessary to insure that the project for which assistance is being provided under this Agreement is carried out in accordance with the Subrecipient's Assurances and Certifications **(See Exhibit K).**

h. Budget Revisions/Amendments

The Subrecipient shall not obligate, encumber, spend or otherwise utilize HPRP funds for any activity or purpose not included or not in conformance with the budget as apportioned and as submitted to the Grantee unless:

- The Subrecipient has received explicit written approval from the Grantee to undertake such actions, or
- Budget changes may be among approved project activities and among approved budget categories so long as the specific project activity has been approved, there is no change to the total grant amount, and the changes to the budget are documented.

i. Conflict of Interest

In addition to the conflicts of interest requirements in 24 CFR Part 85 for Subrecipients that are governmental entities, Subrecipients that are nonprofit organizations shall comply with 24 CFR 84.42 with respect to the use of HPRP funds to procure services, equipment, supplies or other property. With respect to all other decisions involving the use of HPRP funds, the following restriction shall apply:

- No person who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such

activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself, or for those with who he or she has family or business ties, during his or her tenure or for one year thereafter.

j. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnity the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or non-performance of the services or subject matter called for in this agreement.

EFFECTIVE DATE

The effective date of this contract shall be the _____ day of _____, 2009, such date being the date the County Commissioners' Court approved entered into this Agreement with Subrecipient . and shall terminate on the _____ day of _____, 2012.

Approved and signed this _____ day of _____, 2009.

_____

Director

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 _____, 2009.

_____
Notary Signature

Witness:

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____
Diana R. Serna, UCP Ex. Director

EXHIBITS

IV. Exhibits

a. Statement of Work
b. Approved Budget
c. Payment Schedule
d. Records and Reports
e. Schedule of Activity
f. Approved HPRP Budget
g. Policies & Procedures
h. Quarterly Performance Report
i. Annual Performance Report
j. Drawdown Request
k. Assurances and Certifications

Exhibit B: Approved Budget

HPRP Budget Summary Template			
	Homelessness Prevention	Rapid Re-Housing	Total Budgeted Amount
Financial Assistance	$	$	$
Housing Relocation And Stabilization Services	$	$	$
Subtotal	$	$	$
Data Collection and Evaluation	$	$	$
Administration	$	$	$
Total HPRP Budget	$	$	$

Exhibit K

- **Uniform Administrative Requirements -** All Subrecipients receiving funds under HPRP shall be subject to the requirements of 24 CFR Part 85. Non-profit subrecipients shall be subject to the requirements of 24 **CFR Part 84.**

- **Certification of Approval of Local Government** – Non-profit applicants for HPRP funds must submit evidence of approval by the local government authorizing the applicant to administer HPRP programs in its area.

- **Coordination with Local Continuum of Care (CoC) –** Subrecipients are required to coordinate HPRP activities with the CoC.

- **Confidentiality** – Each HPRP subrecipient must develop and implement procedures to ensure (1) the confidentiality of records pertaining to any individual provided with assistance; and (2) that the address or location of any assisted housing will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the grantee.

- **Discharge Policy** – Subrecipients must agree to develop and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care, in order to prevent such discharge from immediately resulting in homelessness for such persons.

- **Lead-Based Paint Requirements** – The Lead-Based Paint Poisoning Prevention Act, as amended by the Residential Lead-Based Point Hazards Reduction Act of 1992 and implementing regulations at 24 CFR Part 35, subparts A, B,M and R shall apply to housing occupied by families receiving assistance through HPRP.

- **Nondiscrimination and Equal Opportunity Requirements –** Subrecipients must comply with all applicable fair housing and civil rights requirements in 24 CFR 5.105(a).

- **Fair Housing** – Under section 808(e) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funding recipients. Subrecipients will have a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act.

- **Drug-free Workplace** – The Drug-Free Workplace Act of 1998 and HUD's implementing regulations at 24 CFR part 21 apply to HPRP.

- **Anti-Lobbying** – The disclosure requirements and prohibitions of section 319 of the Department of Interior and Related Agencies Appropriations Act for Fiscal Year 1990, and implementing regulations at 24 CFR part 87, apply to HPRP.

- **Habitability Standards** – Subrecipients providing rental assistance with HPRP funds will be required to conduct initial and any appropriate follow-up inspections of housing units into which a program participant will be moving. Submit inspection form and/or habitability standard.

AI-17687 **16.C.**

Interlocal agreement - City of Palmview

CC REGULAR

Date:	09/29/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Hidalgo County Urban County Program on behalf of Hidalgo County Precinct # 3 is requesting authorization to approve an Interlocal Agreement with City of Palmview for the overlay of Moorefield Road south of FM 495. Hidalgo County Precinct No. #3 will utilize Urban County Program Year 20 (2007) Palmview recaptured street improvement funds & Year 21 (2008) Precinct No 3 Street improvement funds.

BACKGROUND

Hidalgo County Precinct No.3 will overlay Moorefield Road south of FM 495 to cul-de-sac end, which is partially located within Palmview city limits.

Available Funds:	2007 Street Improvements (Palmview)	$ 8,829.25
	2008 Street Improvements (Pct 3)	$114,504.20
		TOTAL: $123,333.45

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

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

BUDGETARY IMPACT:

Urban County will utilize Year 20 (2007) Palmview Street Improvement & Year (21) 2008 Precinct #3 Street Improvement Funds for this project with an approximate cost of $76,500.00.

Attachments

Link: improvement funds - palmview

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:51 AM	APRV
2	Perla Lopez	Perla Lopez	09/24/2009 02:30 PM	APRV
3	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Estella Webber — Started On: 09/23/2009 03:41 PM

Final Approval Date: 09/25/2009

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF HIDALGO
AND THE CITY OF PALMVIEW, TEXAS

This Agreement is made on this the **29th** day of **September, 2009**, by and between the **CITY OF PALMVIEW, TEXAS,** hereinafter referred to as "Palmview" and the **COUNTY OF HIDALGO – PRECINCT NO. 3, TEXAS,** hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Palmview is a General Law municipality located in Hidalgo County, Texas; and

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

WHEREAS, County desires to assist Palmview to overlay of Moorefield Road south of FM 495 with Community Development Block Grant ("CDBG") recaptured Palmview Year 20 (2007) and Precinct No. 3 Year 21 (2008) Street Improvement funds as detailed in the Scope of Services and location maps attached as Exhibit "A";

WHEREAS, County agrees it is in its best interest to provide such assistance to Palmview as described herein;

WHEREAS, County and Palmview 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, County and Palmview, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. **County agrees to** assist Palmview in the Street Improvements by providing labor and equipment necessary for the overlay and/or paving of the streets;

2. **County agrees to** provide all necessary materials and supplies, including but not limited to, caliche base, sub-grade, sealant and striping to complete the Street Improvements;

3. **County shall** be responsible for all costs associated with engineering, surveying and testing necessary for the Street Improvements;

4. **County shall** review all specifications and plans for the Street Improvements and shall not provide labor or equipment until such plans are approved by the County Planning Department.

5. **Palmview and County shall** coordinate work schedules in order to provide for minimal disruption of traffic and operation of the Streets and will use their best efforts to complete the project no later than December 30, 2009.

6. **Palmview shall** be responsible for the maintenance of the Streets following completion of the work described herein so long as the Streets remain partially or wholly within the city limits.

7. Following completion of the work described herein, the parties agree that County will be released of any and all duties imposed by this Agreement.

8. 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.

9. **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 the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

10. **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.

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

12. **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.

13. **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 Palmview:	City of Palmview Attention: Mayor Jorge Garcia 400 West Veterans Blvd. Palmview, Texas 78572
If to County:	Hidalgo County, Texas Attention: Juan D. Salinas III, County Judge P.O. Box 758 Edinburg, Texas 78540-0758
With copy to:	Joe M. Flores, Commissioner, Precinct No. 3 P.O. Box 607 Mission, Texas 78573

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.

14. **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.

15. **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.

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

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

CITY OF PALMVIEW

_____
Jorge Garcia, Mayor

ATTEST:

_____
Johnn Alaniz, City Manager

HIDALGO COUNTY

_____
Juan D. Salinas III, Hidalgo County Judge

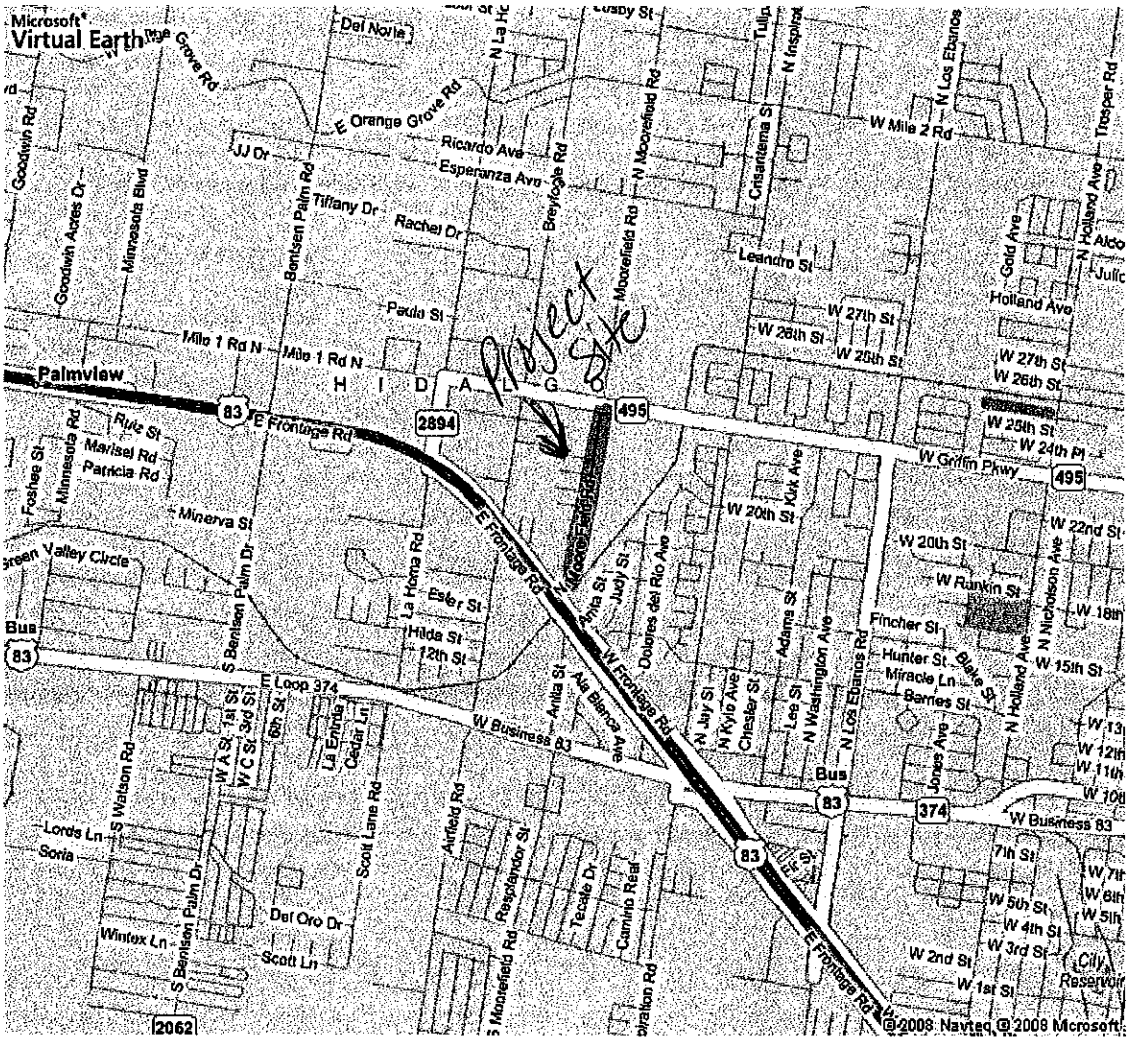
ATTEST:

_____
Arturo Guajardo Jr., County Clerk

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

BY: _____
Stephen L. Crain

Exhibit "A"



Moorefield Road (south of FM 495)

Overlay from FM 495 south to end of road (cul de sac)

Available Funds:	2007 Street Improvements (Palmview)	$ 8,829.25
	2008 Street Improvements (Pct 3)	$114,504.20
	TOTAL:	$123,333.45

AI-17681 **16.D.**

Interlocal Agreement - Pct.#3 & Irrigation District

CC REGULAR

Date:	09/29/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Hidalgo County Urban County Program on behalf of Hidalgo County Precinct # 3 is requesting authorization to approve an Interlocal Agreement with Hidalgo County Irrigation District No. 6 for the installation of water pipelines at Brushline Road and 8 Mile intersection of 4 B-8 lateral and intersection of the 4B Main Canal. Hidalgo County Precinct No.3 will utilize Urban County Program Year 21 (2008) street improvement funds.

BACKGROUND

Hidalgo County Irrigation District No. 6 will install the water pipelines on the intersection of 4 B-8 lateral and intersection of the 4B Main Canal on Brushline Road and 8 Mile. Hidalgo County Precinct No.3 will be utilizing Urban County Program Year 21 (2008) street improvement funds for the purchase of the water pipelines and related appurtenances (approximately $7,000.00) through County contract #C-2008-343-02-17-C.

Available Funding: $114,504.20 Year 21 (2008) Precinct No. 3 Street Improvement funds

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

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

BUDGETARY IMPACT:

Urban County will utilize Year 21 (2008) Precinct #3 Street Improvement Funds for the purchase of the water pipelines and related appurtenances with an approximate cost of $7,000.00.

Attachments

Link: irrigation dist pipelines

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:50 AM	APRV
2	Perla Lopez	Perla Lopez	09/24/2009 09:55 AM	APRV

3	Auditor's Office	09/25/2009 05:15 PM	NEW
Form Started By: Estella Webber		Started On: 09/23/2009 03:18 PM	
Final Approval Date: 09/25/2009			

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF HIDALGO
AND HIDALGO COUNTY IRRIGATION DISTRICT NO. 6

This Agreement is made on this the **29th** day of **September, 2009**, by and between the **HIDALGO COUNTY IRRIGATION DISTRICT NO. 6,** hereinafter referred to as "District" and the **COUNTY OF HIDALGO - PRECINCT NO. 3, TEXAS,** hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, District is a non-profit organization governed by Chapter 49 of the Texas Water Code located in Hidalgo County, Mission, Texas; and

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

WHEREAS, County desires to seek assistance from the District for the installation of water pipelines on the intersection of 4B-8 lateral and Brushline Road and the intersection of the 4B Main Canal and Brushline Road on Mile 8 with Community Development Block Grant ("CDBG") Precinct No. 3 Year 21 (2008) Street Improvement funds as detailed in the work plan and location maps attached as Exhibit "A";

WHEREAS, County agrees it is in its best interest to purchase such material as needed;

WHEREAS, County and District 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, County and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. **County agrees to** purchase water pipelines, supplies, any materials required, and any and all related appurtenance (the "Materials") at its sole cost and expense to complete the Work defined below and the Work Plan described in Exhibit "A" and to the extent allowed by law, agrees to indemnify and hold District harmless from any and all claims, damages, losses and expenses, including attorney's fees, arising out or resulting from any defects in such Materials.

2. **District agrees to** provide labor only and agrees to install the water pipelines and related appurtenances at no cost to the County. The District will install 80 linear feet of a 60" width, Class IV, precast reinforced concrete pipe-rubber gasket at the intersection of the 4B Main Canal and Brushline Road on Mile 8 and 80 linear feet of a 30" width, Class IV, precast reinforced concrete pipe-rubber gasket at the intersection of the 4B-8 lateral and Brushline Road (the "Work").

3. The District makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Work as described above or the Work Plan described in Exhibit "A".

4. **County agrees to** hire, at its sole cost and expense, a licensed engineer to prepare any and all necessary plans and specifications needed to complete the work described in Exhibit "A" and agrees to the extent allowed by law, indemnify and hold District harmless from any and all claims, damages, losses and expenses, including attorney's fees, arising out or resulting from such plans and specifications prepared by the engineer in connection with the Work or the Work Plan described in Exhibit "A".

5. **County agrees to** conduct, at its sole cost and expense, any and all of the necessary testing in connection with the Work Plan as described in Exhibit "A" and agrees to the extent allowed by law, to indemnify and hold District harmless from any and all claims, damages, losses and expenses, including attorney's fees, arising out or resulting from such testing in connection with the Work or the Work Plan described in Exhibit "A".

6. **County agrees to** pay for any and all expenses District has incurred or may incur including, but not limited to, any administrative costs and attorney's fees in connection with this transaction including the review and finalization of this agreement by the District's attorney.

7. **District and County shall** coordinate work schedules in order to provide for minimal disruption of traffic and operation of the Streets.

8. Following completion of the work described herein, the parties agree that County will be released of any and all duties imposed by this Agreement; however, to the extent allowed by law, the indemnification and hold harmless provisions in paragraphs number 1, 4 and 5 survive following the completion of the Work by the District.

9. 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.

10. **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 the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

11. **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.

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

13. **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.

14. **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 District:	Hidalgo County Irrigation District No. 6 Attention: Oscar Garza, Chairman of the Board P.O. Box 786 Mission, Texas 78573
If to County:	Hidalgo County, Texas Attention: Juan D. Salinas III, County Judge P.O. Box 758 Edinburg, Texas 78540-0758
With copy to:	Joe M. Flores, Commissioner, Precinct No. 3 P.O. Box 607 Mission, Texas 78573

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.

15. **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.

16. **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.

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

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

HIDALGO COUNTY IRRIGATION DISTRICT NO. 6

_____
Oscar Garza, Chairman of the Board

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"

Brushline Road (from 7 Mile to 8 Mile)

Work Plan: Construction of Brushline Road from 7 Mile to 8 Mile and the surrounding streets in the general vicinity to include but not limited to engineering and/or testing services, materials, supplies and related appurtenance, which such engineering and/or testing services, materials, supplies and related appurtenance shall be at the County's sole cost and expense.

Available Funds: $114,504.20 2008 Precinct No. 3 Street Improvements

AI-17671 **16.E.**

Subrecipient Agreement - VIDA

CC REGULAR

Date:	09/29/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Approval of a Subrecipient Agreement with Valley Initiative for Development & Advancement (VIDA) and Urban County Program-Homelessness Prevention and Rapid Re-Housing Program (HPRP).

BACKGROUND

This grant was approved under the Substantial Amendment to the Consolidated Plan 2008 Action Plan under the American Recovery and Reinvestment Act of 2009 ("Recovery Act").
VIDA will use the funds at their VIDA Center. Agreement is for three years and is in the amount of $727,793.00.

Services include: (See attachment)

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

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

BUDGETARY IMPACT:

Total Agreement Amount: $727,793.00.

Funding Available: $727,793.00.

Attachments

Link: agreement - VIDA center

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:39 AM	APRV
2	Perla Lopez	Perla Lopez	09/24/2009 09:24 AM	APRV
3	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Estella Webber — Started On: 09/23/2009 02:30 PM

Final Approval Date: 09/25/2009

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court
Agenda Request Form

No._____

Date: 09/22/2009 Meeting Date Request: 09/290/09

Deadline for Action: 09/29/09 Contact Person: ***Ms. Diana R. Serna***

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

Ms. Diana R. Serna, Urban County Program Director DRS

Caption: Approval of a Subrecipient Agreement with Valley Initiative for Development & Advancement (VIDA) and Urban County Program-Homelessness Prevention and Rapid Re-Housing Program (HPRP).

Background: This grant was approved under the Substantial Amendment to the Consolidated Plan 2008 Action Plan under the American Recovery and Reinvestment Act of 2009 ("Recovery Act"). VIDA will use the funds at their VIDA Center. Agreement is for three years and is in the amount of $727,793.00. Services include:

	Homeless Prevention	**Rapid Re-housing**
Financial Assistance	$338,500.00	$ 88,000.00
Rental Assistance Short/Medium Term		
Housing Security Deposits		
Utility Payments Short/Medium Term		
Moving Cost & Motel/Hotel Vouchers		
Housing Relocation & Stabilization Service	$110,000.00	$ 74,000.00
Outreach & Outreach Materials		
Credit Repair Referral Fees		
Management & Case Workers		
Data & Collection & Evaluation	$ 67,514.00	$ 34,779.00
HMIS License Fee & Technical Support		
Management & Case Workers		
Administration	$ 10,000.00	$ 5,000.00
Subtotal HPRP Budget Amt:	**$526,014.00**	**$201,779.00**
Total HPRP Agreement & Budget Amt:	**$727,793.00**	
Amount funds Available:	**$727,793.00**	

Approval of agreement is recommended.

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

Hidalgo County HPRP Budget
For the Period of October 1, 2009 thru September 30, 2012

Applicant Organization: Valley Initiative for Development and Advancement (VIDA)

RAPID RE-HOUSING PROGRAM BUDGET

Detail of Activities by Category & Method Calculation	1st Year 10/1/2009-9/30/2010	2nd Year 10/1/2010-9/30/2011	3rd Year 10/1/2011-9/30/2012	Category Totals
A. ADMINISTRATIVE COSTS (max 2% of funds requested)				
VIDA Allocation	$ 5,000.00	$ -	$ -	$ 5,000.00
B. FINANCIAL ASSISTANCE (breakdown by subcategory)				$ 88,000.00
Rent Assistance Short Term (up to 3 mo)	$ 7,200.00	$ 7,200.00	$ 7,200.00	
Rent Assistance Medium Term (4 - 18 mo)	21,600.00	10,800.00	-	
House Security Deposits	4,200.00	2,400.00	2,400.00	
Utility Deposits	3,500.00	2,000.00	2,000.00	
Utility Payments (up to 18 mo)	3,000.00	2,125.00	1,500.00	
Moving Cost Assistance	3,000.00	1,500.00	1,500.00	
Motel & Hotel Vouchers (up to 15 days)	2,925.00	1,950.00	-	
TOTAL FINANCIAL ASSISTANCE	$ 45,425.00	$ 27,975.00	$ 14,600.00	
C. HOUSING RELOCATION & STABILIZATION SERVICES (breakdown by subcategory)				$ 74,000.00
Social Worker/Lead Case Manager	$ 9,166.00	$ 9,166.00	$ 9,166.00	
Case Management I	6,999.00	6,999.00	6,999.00	
Outreach & Engagement/Housing Placement	7,584.00	7,584.00	7,584.67	
Credit Repair & Financial Management	917.00	917.00	916.00	
Legal Services ("Referral Only")	-	-	-	
TOTAL HOUSING RELOCATION SERVICES	$ 24,667.00	$ 24,667.00	$ 24,666.00	
D. DATA COLLECTION & EVALUATION (breakdown by subcategory)				
Data Collection & Reporting Systems (Implementation & Support Fees)	$ 11,593.00	$ 11,593.00	$ 11,593.00	$ 34,779.00
TOTAL RAPID RE-HOUSING PROGRAM BUDGET	$ 86,685.00	$ 64,235.00	$ 50,859.00	$ 201,779.00

Hidalgo County HPRP Budget
For the Period of October 1, 2009 thru September 30, 2012

Applicant Organization: Valley Initiative for Development and Advancement (VIDA)

HOMELESS PREVENTION PROGRAM BUDGET

Detail of Activities by Category & Method Calculation	1st Year 10/1/2009-9/30/2010	2nd Year 10/1/2010-9/30/2011	3rd Year 10/1/2011-9/30/2012	Category Totals
A. ADMINISTRATIVE COSTS (max 2% of funds requested)				
VIDA Allocation	$ 10,000.00	$ -	$ -	$ 10,000.00
B. FINANCIAL ASSISTANCE (breakdown by subcategory)				$ 338,500.00
Rent Assistance Short Term (up to 3 mo)	$ 21,600.00	$ 21,600.00	$ 21,600.00	
Rent Assistance Medium Term (4 - 18 mo)	129,600.00	64,800.00	-	
House Security Deposits	6,000.00	1,800.00	1,800.00	
Utility Deposits	6,500.00	2,500.00	2,500.00	
Utility Payments (up to 18 mo)	19,038.00	10,581.00	5,956.00	
Moving Cost Assistance	5,000.00	1,500.00	1,500.00	
Motel & Hotel Vouchers (up to 15 days)	9,750.00	4,875.00	-	
TOTAL FINANCIAL ASSISTANCE	$ 197,488.00	$ 107,656.00	$ 33,356.00	
C. HOUSING RELOCATION & STABILIZATION SERVICES (breakdown by subcategory)				$ 110,000.00
Social Worker/Lead Case Manager	$ 17,166.00	$ 17,166.00	$ 17,166.00	
Case Management I	9,166.00	9,166.00	9,166.00	
Outreach & Engagement/Housing Placement	8,501.00	8,501.00	8,501.00	
Credit Repair & Financial Management	1,833.00	1,833.00	1,835.00	
Legal Services ("Referral Only")	-	-	-	
TOTAL HOUSING RELOCATION SERVICES	$ 36,666.00	$ 36,666.00	$ 36,667.00	
D. DATA COLLECTION & EVALUATION (breakdown by subcategory)				
Data Collection & Reporting Systems (Implementation & Support Fees)	$ 22,504.67	$ 22,504.67	$ 22,504.66	$ 67,514.00
TOTAL HOMELESS PREVENTION PROGRAM BUDGET	$ 266,658.67	$ 166,826.67	$ 92,528.66	$ 526,014.00

Grant No: _____

Official Contact Person:

Name: _____
Telephone: _____
Fax: _____
E-mail Address: _____

Tax ID No.: _____
Unit of Government no. (if applicable): _____
DUNS No.: _____

SUBRECIPIENT AGREEMENT
FOR HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM
GRANT FUNDS

THIS IS AN AGREEMENT, by and between _____ (hereinafter the "Grantee") and _____, having its principal office at _____ (hereinafter the "Subrecipient") for the Homelessness Prevention and Rapid Re-Housing Program (HPRP) in the amount of $ _____, pursuant to County Commissioners' Court resolution dated _____.

This award is also authorized by Title XII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (Recovery Act) that established the Homeless Prevention and Rapid Re-housing Program. This award is made pursuant to the Notice of Allocation, Application Procedures, and Requirements for Homelessness Prevention and Rapid Re-housing Program Grantees under the Recovery Act, as published on March 19, 2009, as may be amended from time to time (the Notice) and any additional implementation guidance that may be published by the United States Department of Housing & Urban Development (HUD). The requirements set forth in the Notice, HUD guidance and the applicable requirements set forth in Title XII of the Recovery Act are incorporated as part of this Agreement.

GRANTEE STANDARD CONTRACT/GRANT BOILER PLATE

1. General Standard Contract/Grant Boiler Plate

a. **Rules and Regulations** – The Subrecipient agrees to cooperate with the Entity in respect to the implementation of the Homelessness Prevention and Rapid Re-housing (HPRP) 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 the jurisdiction over expenditures of the HPRP funds.

b. **Statement of Work** - Subrecipient agrees to perform services as outlined in **Exhibit A : Statement of Work**, of this Agreement for and in consideration of HPRP funding in the amount of $ _____ enumerated in **Exhibit B Budget** and **Exhibit C : 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 commending 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 E : Schedule of Activity** and shall notify Entity of any changes, delays or departures from the schedule. If the Subrecipient demonstrates that delays or departures 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.

c. **Records and Reports** - Subrecipient agrees to 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 expenditures of HPRP funds.

d. **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 as per 24 CFR Part 85.40(a).

e. Payment Requests and Program Income

Subrecipient agrees to allow Entity to account for all program income from any HPRP funded activity covered under this agreement. Failure of the Subrecipient to report program income as required, shall cause Entity to require all program income to be recovered by the Entity.

f. 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 activities as described in 24 CFR Par 576.23.

g. 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.

h. 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, Bond 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 documents of said OMB Circular.

i. 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 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however 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 inquires regarding the audit and Subrecipient acknowledges t hat 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 85.42.

j. **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 service under the contract agreement with limits of not less than $300,000 per occurrence, $300,000 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.

k. **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.

l. **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 and 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 exclusive in Hidalgo County.

m. **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, 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.

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 agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executive 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 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.

n. 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.

PROJECT DESCRIPTION AND SCOPE OF SERVICES

II. Project Description

Homelessness Prevention and Rapid Re-Housing (HPRP) assistance is provided to rapidly transition program participants to housing stability, either through their own means or through public assistance, as appropriate. Funding provided under HPRP is not intended to provide long-term support, nor will it be able to address all of the financial and supportive service needs of individuals and families. Subrecipients may only use HPRP funds for eligible activities approved in their application and incorporated in this agreement. The Subrecipient is required to implement HPRP-funded project activities in accordance with established policies and procedures.

a. Project Budget

An approved budget is incorporated in this agreement as Exhibit B. In addition, the Grantee may require a more detailed budget breakdown than the one contained in Exhibit B, and the Subrecipient shall provide such

supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

b. Scope of Services and Eligible Activities

The Subrecipient will be responsible for administering HPRP Year 2009 homelessness prevention and/or rapid re-housing activities identified by the Grantee. The Subrecipient will administer all tasks in connection with these activities in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee. Grant funds must be used for eligible activities as described in the HPRP Notice. The eligible activities approved under this agreement include (check all that apply under this agreement):

1. **Financial Assistance** – Eligible activities include short and medium-term rental assistance payments, security deposits, utility deposits, utility payments, moving cost assistance and motel and hotel vouchers.

2. **Housing Relocation and Stabilization Services** – Eligible activities include case management services, outreach to and engagement of eligible program participants, housing search and placements, legal services to help people stay in their homes, and credit repair.

3. **Data Collection:** The costs of operating data collection and reporting through the use of HMIS or a comparable client-level database. Evaluation is also an eligible costs if the Grantee or Subrecipient is asked by HUD to participate in HUD-sponsored research and evaluation.

4. **Administration:** Eligible costs include pre-award costs, accounting, reporting, auditing and staff training.

c. Eligible Participants

Persons receiving HPRP assistance must be eligible participants per criteria prescribed in the HPRP Notice of Allocations dated March 19, 2009. The Subrecipient agrees to establish appropriate measures to ensure and document that only eligible persons are served.

d. Goals and Objectives

The Grantee will monitor the performance of the Subrecipient against goals and performance standards provided in the Subrecipient's application and approved

by the Grantee. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct sub-substandard performance is not taken by the Subrecipient within ___(#) days after being notified by the Grantee, the contract may be terminated and all funding halted. In such cases, the Subrecipient must return any unused funds promptly.

e. Implementation Schedule

Unless amended by mutual written agreement of the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

Task/Milestone	Due Date

f. Staffing and Personnel

The Subrecipient shall assign the following staff as Key Personnel to this project.

Staff Name and Title	Program Responsibilities	Time Allocation (%)

GENERAL CONDITIONS

III. General Conditions

a. Data Collection and Evaluation

HPRP Subrecipients are required to report client-level data, such as the number of persons served and their demographic information, in a Homeless Management Information System (HMIS) **or a comparable client-level database**. HMIS in an electronic data collection system that facilitates the collection of information on person who are homeless or at risk of becoming homeless, and is managed and operated locally. HUD revised the HMIS

technical and data standards in a notice published May 8, 2009. Subrecipients are required to review this notice and ensure these revised data standards are implemented in HMIS specifically for HPRP participants as applicable. The local HMIS contact person for your program is _____**who can be reached at** _____.

b. Reports

Subrecipients are required to submit Quarterly Performance Reports on outputs and outcomes including information on participants served to date, jobs created, funds drawn or expended, and narrative descriptions of program progress or issues. The format in Exhibit C shall be used by the Subrecipient to submit its quarterly report. This format tracks the information the grantee is required to report to HUD. _____(number of copies of the quarterly reports) shall be submitted to _____ (name and email or regular mail address of person to receive for quarterly report) by the ___(#th) day following of the end of each quarter for the period of program operation, and shall include current quarter and cumulative data.

An Annual Performance Report will also be required within ___ days of the end of each federal fiscal year. This first annual performance report is due _____, 2010.

c. Administrative Requirements

i. Financial Management

If the Subrecipeint is a non-profit organization it agrees to comply with 24 CFR Part 84 and OMB Circular A-122 or A-21 (depending on whether the nonprofit is or is not an Educational Institution) and agrees to adhere to the accounting principles and procedures required therein, develop and implement adequate internal financial controls. And maintain required source documentation for all cost incurred.

If the Subrecipeint is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85 and OMB Circular A-87 apply.

ii. Recordkeeping and Retention

The Subrecipient agrees to maintain all records required by the HPRP Notice, including:

- Records documenting that HPRP activities are eligible
- Records documenting the eligibility of program participants
- If applicable, records documenting rent reasonableness

- Records documenting that each participant received an intake interview
- If applicable, records documenting that persons receiving assistance for longer than three months, were recertified at three month intervals
- Records providing a full description of each activity undertaken
- Records documenting compliance with fair housing and equal opportunity cross-cutting regulations
- Financial records illustrating appropriate accounting principles applied
- Records accounting for staff time and activities, relating to HPRP expenditures and draw requests
- Any other records necessary to demonstrate compliance with HPRP Notice and ARRA

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of four (4) years after the termination of all activities funded under this agreement. Records for any displaced person must be kept for four (4) years after the termination of all activities funded under this agreement. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there are litigations, claims, audits, negotiations or other actions that involve any of the records, the records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

iii. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include at a minimum the HMIS Data and Technical Standards prescribed by HUD. Such information shall be made available to Grantee monitors or their designee for review upon request. If an HMIS has not been implemented in the Grantee's jurisdiction, the grantee may use an alternate system for collecting and reporting data as long as it meets the data collection and reporting requirements set forth in the HPRP Notice, and is consistent with HUD's HMIS Data and Technical Standards.

iv. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, representatives of the Federal Government and their designees, at any time during normal business hours, as often as the Grantee deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Actions

required to resolve any discrepancies noted in the audit report must be agreed upon by the Subrecipient within 30 days after receipt of the audit report. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipeint hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable OMB Circular A-133.

v. **Procurement**

The Subrecipient shall comply with the procurement policies and requirements of the _____(State), _____(locality, if applicable) and HUD concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this contract.

d. Costs Incurred Prior to Grant Agreement Execution

No costs incurred prior to the execution of the Agreement shall be eligible for reimbursement with Grant funds.

e. Fund Disbursement

The Subrecipient may request reimbursement as frequently as once a month, but in no case less than once a quarter, by submitting the attached for with a budget which details itemized HPRP expenditures by activity and cost categories. **ALL HPRP funds must be requested on the Draw Request Form (See Exhibit J).** No funds will be disbursed until all required reports and substantiating documentation are submitted.

f. Reallocation of funds, Termination, Suspension, Conditions

If, due to any cause, the Subrecipient fails to comply with the terms, conditions or requirements of this Agreement, the Grantee may terminate or suspend this Agreement by giving written notice of the same and specifying the effective date of termination or suspension at least _____(3) days prior to such action. In the cast of Agreement violations by the Subrecipient, the Grantee may request that all or some of the grant funds be returned even if the Subrecipeint has expended the funds. The request will be made in writing. The Subrecipeint agrees to return such funds as requested by the Grantee within ____ days of receipt of the written request.

Any objections regarding terminations or suspensions shall be made by the Subrecipient in writing and mailed to the following:

Name:
Address: Street
Address: City, State, Zip

g. **Subsequent Contracts**

The Subrecipient shall remain fully obligated under the provisions of the Grant Agreement notwithstanding its designation of any subsequent or third parties for the undertaking of all or part of the activities for which the grant assistance is being provided to the Subrecipient. Any contractor or subcontractor which is not part of the Subrecipient shall comply with all the lawful requirements of the Application necessary to insure that the project for which assistance is being provided under this Agreement is carried out in accordance with the Subrecipient's Assurances and Certifications **(See Exhibit K).**

h. **Budget Revisions/Amendments**

The Subrecipient shall not obligate, encumber, spend or otherwise utilize HPRP funds for any activity or purpose not included or not in conformance with the budget as apportioned and as submitted to the Grantee unless:

- The Subrecipient has received explicit written approval from the Grantee to undertake such actions, or
- Budget changes may be among approved project activities and among approved budget categories so long as the specific project activity has been approved, there is no change to the total grant amount, and the changes to the budget are documented.

i. **Conflict of Interest**

In addition to the conflicts of interest requirements in 24 CFR Part 85 for Subrecipients that are governmental entities, Subrecipients that are nonprofit organizations shall comply with 24 CFR 84.42 with respect to the use of HPRP funds to procure services, equipment, supplies or other property. With respect to all other decisions involving the use of HPRP funds, the following restriction shall apply:

- No person who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such

activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself, or for those with who he or she has family or business ties, during his or her tenure or for one year thereafter.

j. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnity the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or non-performance of the services or subject matter called for in this agreement.

EFFECTIVE DATE

The effective date of this contract shall be the _____ day of _____, 2009, such date being the date the County Commissioners' Court approved entered into this Agreement with Subrecipient . and shall terminate on the _____ day of _____, 2012.

Approved and signed this _____ day of _____, 2009.

_____

Director

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 _____, 2009.

_____
Notary Signature

Witness:

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____
Diana R. Serna, UCP Ex. Director

EXHIBITS

IV. Exhibits

a. Statement of Work
b. Approved Budget
c. Payment Schedule
d. Records and Reports
e. Schedule of Activity
f. Approved HPRP Budget
g. Policies & Procedures
h. Quarterly Performance Report
i. Annual Performance Report
j. Drawdown Request
k. Assurances and Certifications

Exhibit B: Approved Budget

HPRP Budget Summary Template			
	Homelessness Prevention	Rapid Re-Housing	Total Budgeted Amount
Financial Assistance	$	$	$
Housing Relocation And Stabilization Services	$	$	$
Subtotal	$	$	$
Data Collection and Evaluation	$	$	$
Administration	$	$	$
Total HPRP Budget	$	$	$

Exhibit K

- **Uniform Administrative Requirements -** All Subrecipients receiving funds under HPRP shall be subject to the requirements of 24 CFR Part 85. Non-profit subrecipients shall be subject to the requirements of 24 **CFR Part 84.**

- **Certification of Approval of Local Government** – Non-profit applicants for HPRP funds must submit evidence of approval by the local government authorizing the applicant to administer HPRP programs in its area.

- **Coordination with Local Continuum of Care (CoC)** – Subrecipients are required to coordinate HPRP activities with the CoC.

- **Confidentiality** – Each HPRP subrecipient must develop and implement procedures to ensure (1) the confidentiality of records pertaining to any individual provided with assistance; and (2) that the address or location of any assisted housing will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the grantee.

- **Discharge Policy** – Subrecipients must agree to develop and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care, in order to prevent such discharge from immediately resulting in homelessness for such persons.

- **Lead-Based Paint Requirements** – The Lead-Based Paint Poisoning Prevention Act, as amended by the Residential Lead-Based Point Hazards Reduction Act of 1992 and implementing regulations at 24 CFR Part 35, subparts A, B,M and R shall apply to housing occupied by families receiving assistance through HPRP.

- **Nondiscrimination and Equal Opportunity Requirements** – Subrecipients must comply with all applicable fair housing and civil rights requirements in 24 CFR 5.105(a).

- **Fair Housing –** Under section 808(e) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funding recipients. Subrecipients will have a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act.

- **Drug-free Workplace** – The Drug-Free Workplace Act of 1998 and HUD's implementing regulations at 24 CFR part 21 apply to HPRP.

- **Anti-Lobbying** – The disclosure requirements and prohibitions of section 319 of the Department of Interior and Related Agencies Appropriations Act for Fiscal Year 1990, and implementing regulations at 24 CFR part 87, apply to HPRP.

- **Habitability Standards** – Subrecipients providing rental assistance with HPRP funds will be required to conduct initial and any appropriate follow-up inspections of housing units into which a program participant will be moving. Submit inspection form and/or habitability standard.

AI-17676 **16.F.**

Fire station equip. purchase - Hidalgo

CC REGULAR

Date:	09/29/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program for the City of Hidalgo is requesting authority to purchase fire station equipment from Hoyt Breathing Air Products (lowest bidder meeting all specifications and/or requirements) in the amount of $34,873.20 ($4,359.15 per unit x 8 units) for the Hidalgo Fire Department utilizing Hidalgo UCP Year 20(2007) and Year 22(2009) fire station/equipment funds.

BACKGROUND

City of Hidalgo has allocated a total of $37,044.35 from it's 2007 & 2009 FY funding, for the purchase of self contained breathing apparatus for their fire department. There was one sealed bid received, it has been reviewed and approved by the Hidalgo Fire Chief and has met the specifications. See attached bid tabulation and letter of request.

Vendor: Hoyt Breathing Air Products
Amount: $34,873.20 ($ 4,359.15 per unit x 8)

Funds Available: $ 32,044.35 2007 Hidalgo Fire Station/Equipment funds
$ 5,000.00 2009 Hidalgo Fire Station/Equipment funds
$ 37,044.35 TOTAL

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

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

BUDGETARY IMPACT:

Funding for the Hidalgo Fire Department equipment purchase will utilize Urban County Year 20 (2007) and Year 22 (2009) fire station/equipment funds.

Attachments

Link: purchasing tabulations

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:48 AM	APRV
2	Perla Lopez	Perla Lopez	09/25/2009 03:25 PM	APRV
3	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Estella Webber

Started On: 09/23/2009 02:58 PM

Final Approval Date: 09/25/2009

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: September 2, 2009	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: City of Hidalgo – Fire Station Equipment "Purchase of Self Contained Breathing Apparatus"

BID NO: 5007-35-0315-5000-3500-MB			**PROCURMENT SPECIALIST:**	
BID # RFB#	**NAME OF COMPANY**	**UNIT PRICE**	**TOTAL PRICE**	**BID BOND OR CHECK INCLUDE**
#1	Hoyt Breathing Air Prod. Quinlan, TX		#4,359.15 xx	
#2				
#3				
#4				
#5				
#6				
#7				
#8				
#9				
#10				
#11				
#12				

AI-17664 **16.G.**

Subrecipient Agreement - Salvation Army

CC REGULAR

Date:	09/29/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Approval of a Subrecipient Agreement with The Salvation Army and the Urban County Program-Homelessness Prevention and Rapid Re-Housing Program (HPRP).

BACKGROUND

This grant was approved under the Substantial Amendment to the Consolidated Plan 2008 Action Plan under the American Recovery and Reinvestment Act of 2009 ("Recovery Act").
The Salvation Army will use the funds at their homeless shelter. Agreement is for three years and is in the amount of $410,800.88.

Services include: (See attachments)

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

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

BUDGETARY IMPACT:

Total Agreement Amount: $410,800.88.

Funding Available: $410,800.88.

Attachments

Link: salv army agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:35 AM	APRV
2	Perla Lopez	Perla Lopez	09/24/2009 09:17 AM	APRV
3	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Estella Webber — Started On: 09/23/2009 02:00 PM

Final Approval Date: 09/25/2009

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court
Agenda Request Form

No. _____

Date: 09/22/2009 Meeting Date Request: 09/290/09

Deadline for Action: 09/29/09 Contact Person: ***Ms. Diana R. Serna***

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

Ms. Diana R. Serna, Urban County Program Director

Caption: Approval of a Subrecipient Agreement with The Salvation Army and the Urban County Program-Homelessness Prevention and Rapid Re-Housing Program (HPRP).

Background: This grant was approved under the Substantial Amendment to the Consolidated Plan 2008 Action Plan under the American Recovery and Reinvestment Act of 2009 ("Recovery Act"). The Salvation Army will use the funds at their homeless shelter. Agreement is for three years and is in the amount of $410,800.88. Services include:

	Homeless Prevention	**Rapid Re-housing**
Financial Assistance	$162,034.33	$60,000.00
Rental Assistance Short/Medium Term		
Housing Security Deposits		
Utility Payments Short/Medium Term		
Moving Cost & Motel/Hotel Vouchers		
Housing Relocation & Stabilization Service	$ 60,000.00	$63,000.00
Outreach & Outreach Materials		
Credit Repair Referral Fees		
Management & Case Workers		
Data & Collection & Evaluation	$ 26,408.28	$ 26,408.27
HMIS License Fee & Technical Support		
Management & Case Workers		
Administration	$ 6,475.00	$ 6,475.00
Subtotal HPRP Budget Amt:	**$254,917.61**	**$155,883.27**
Total HPRP Agreement & Budget Amt:	**$410,800.88**	
Amount funds Available:	**$410,800.88**	

Approval of agreement is recommended.

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

Attachment A-HP

PROPOSED BUDGET

Applicant Organization: The Salvation Army-McAllen

Detail of Activities by Category & Method of Calculation	1st year 10/1/2009-9/30/2010	2nd year 10/1/2010 9/30/2011	3rd year 10/1/2011 9/30/2012	Category Totals
A. ADMINISTRATIVE COSTS (max 2.5% of funds requested)	6,475.00	0	0	$ 6,475.00
Grants Coordinator				
B. FINANCIAL ASSISTANCE				$ 162,034.33
Rent Assistance-Short Term	26,000.00	26,000.00	26,000.00	78,000.00
Rent Assistance-Medium Term	10,333.33	10,333.33	10,333.34	31,000.00
Housing Security Deposits	3,333.33	3,333.33	3,333.34	10,000.00
Utility payments-Short Term	6,666.66	6,666.66	6,666.68	20,000.00
Utility payments-Medium Term	3,703.66	3,703.66	3,703.66	11,110.98
Moving Cost Assistance	2,301.67	2,301.67	2,190.68	6,794.02
Motel and Hotel Vouchers (up to 30 days)	1,709.78	1,709.78	1,709.77	5,129.33
	54,048.43	54,048.43	53,937.47	162,034.33
C. HOUSING RELOCATION AND STABILIZATION SERVICES				$ 60,000.00
Outreach and Outreach Materials	11,479.33	11,473.33	11,473.34	34,438.00
Credit Repair Referral Fees	2,000.00	2,000.00	2,000.00	6,000.00
Case Worker	3,260.33	3,260.33	3,260.34	9,781.00
Case Worker	3,260.33	3,260.33	3,260.34	9,781.00
D. DATA COLLECTION AND EVALUATION				$ 26,408.28
HMIS License Fee (600 per year for 3 users)	0	0	300.00	300.00
HMIS Technical Support (2% of total award)	1,369.34	1,369.34	1,369.33	4,108.01
Case Worker	3,666.71	3,666.71	3,666.71	11,000.13
Case Worker	3,666.71	3,666.71	3,666.72	11,000.14
TOTAL HPRP FUND REQUEST				$ 254,917.61

✓

Attachment B-RR

PROPOSED BUDGET

Applicant Organization: The Salvation Army-McAllen

Detail of Activities by Category & Method of Calculation	1st year 10/1/2009-9/30/2010	2nd year 10/1/2010 9/30/2011	3rd year 10/1/2011 9/30/2012	Category Totals
A. ADMINISTRATIVE COSTS (max 2.5% of funds requested)	$ 6,475.00			$ 6,475.00
B. FINANCIAL ASSISTANCE				$ 60,000.00
Rent Assistance-Short Term	7,333.33	7,333.33	7,333.34	22,000.00
Rent Assistance-Medium Term	5,000.00	5,000.00	5,000.00	15,000.00
Utility payments-Short Term	3,333.33	3,333.33	3,333.34	10,000.00
Utility payments-Medium Term	3,000.00	3,000.00	3,000.00	9,000.00
Moving Cost Assistance	666.67	666.67	666.66	2,000.00
Motel and Hotel Vouchers (up to 30 days)	666.67	666.67	666.66	2,000.00
	20,000.00	20,000.00	20,000.00	60,000.00
C. HOUSING RELOCATION AND STABILIZATION SERVICES				$ 63,000.00
Outreach and Outreach Materials	11,479.33	11,473.33	11,473.34	34,438.00
Credit Repair Referral Fees	3,000.00	3,000.00	3,000.00	9,000.00
Case Worker	3,260.33	3,260.33	3,260.34	9,781.00
Case Worker	3,260.33	3,260.33	3,260.34	9,781.00
	20,999.99	20,999.99	21,000.02	63,000.00
D. DATA COLLECTION AND EVALUATION				$ 26,408.27
HMIS License Fee (600 per year for 3 users)	0	0	300.00	300.00
HMIS Technical Support (2% of total award)	1,369.34	1,369.34	1,369.33	4,108.01
Case Worker	3,666.71	3,666.71	3,666.71	11,000.13
Case Worker	3,666.71	3,666.71	3,666.71	11,000.13
	8,702.76	8,702.76	9,002.75	26,408.27
TOTAL HPRP FUND REQUEST				$ 155,883.27

Grant No: _____

Official Contact Person:

Name: _____
Telephone: _____
Fax: _____
E-mail Address: _____

Tax ID No.: _____
Unit of Government no. (if applicable): _____
DUNS No.: _____

SUBRECIPIENT AGREEMENT
FOR HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM
GRANT FUNDS

THIS IS AN AGREEMENT, by and between _____ (hereinafter the "Grantee") and _____, having its principal office at _____ (hereinafter the "Subrecipient") for the Homelessness Prevention and Rapid Re-Housing Program (HPRP) in the amount of $ _____, pursuant to County Commissioners' Court resolution dated _____.

This award is also authorized by Title XII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (Recovery Act) that established the Homeless Prevention and Rapid Re-housing Program. This award is made pursuant to the Notice of Allocation, Application Procedures, and Requirements for Homelessness Prevention and Rapid Re-housing Program Grantees under the Recovery Act, as published on March 19, 2009, as may be amended from time to time (the Notice) and any additional implementation guidance that may be published by the United States Department of Housing & Urban Development (HUD). The requirements set forth in the Notice, HUD guidance and the applicable requirements set forth in Title XII of the Recovery Act are incorporated as part of this Agreement.

GRANTEE STANDARD CONTRACT/GRANT BOILER PLATE

1. General Standard Contract/Grant Boiler Plate

a. **Rules and Regulations** – The Subrecipient agrees to cooperate with the Entity in respect to the implementation of the Homelessness Prevention and Rapid Re-housing (HPRP) 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 the jurisdiction over expenditures of the HPRP funds.

b. **Statement of Work** - Subrecipient agrees to perform services as outlined in **Exhibit A : Statement of Work**, of this Agreement for and in consideration of HPRP funding in the amount of $ _____ enumerated in **Exhibit B Budget** and **Exhibit C : 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 commending 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 E : Schedule of Activity** and shall notify Entity of any changes, delays or departures from the schedule. If the Subrecipient demonstrates that delays or departures 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.

c. **Records and Reports -** Subrecipient agrees to 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 expenditures of HPRP funds.

d. **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 as per 24 CFR Part 85.40(a).

e. Payment Requests and Program Income

Subrecipient agrees to allow Entity to account for all program income from any HPRP funded activity covered under this agreement. Failure of the Subrecipient to report program income as required, shall cause Entity to require all program income to be recovered by the Entity.

f. 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 activities as described in 24 CFR Par 576.23.

g. 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.

h. 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, Bond 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 documents of said OMB Circular.

i. 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 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however 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 inquires regarding the audit and Subrecipient acknowledges t hat 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 85.42.

j. **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 service under the contract agreement with limits of not less than $300,000 per occurrence, $300,000 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.

k. **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.

l. **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 and 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 exclusive in Hidalgo County.

m. **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, 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.

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 agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executive 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 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.

n. 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.

PROJECT DESCRIPTION AND SCOPE OF SERVICES

II. Project Description

Homelessness Prevention and Rapid Re-Housing (HPRP) assistance is provided to rapidly transition program participants to housing stability, either through their own means or through public assistance, as appropriate. Funding provided under HPRP is not intended to provide long-term support, nor will it be able to address all of the financial and supportive service needs of individuals and families. Subrecipients may only use HPRP funds for eligible activities approved in their application and incorporated in this agreement. The Subrecipient is required to implement HPRP-funded project activities in accordance with established policies and procedures.

a. Project Budget

An approved budget is incorporated in this agreement as Exhibit B. In addition, the Grantee may require a more detailed budget breakdown than the one contained in Exhibit B, and the Subrecipient shall provide such

supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

b. Scope of Services and Eligible Activities

The Subrecipient will be responsible for administering HPRP Year 2009 homelessness prevention and/or rapid re-housing activities identified by the Grantee. The Subrecipient will administer all tasks in connection with these activities in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee. Grant funds must be used for eligible activities as described in the HPRP Notice. The eligible activities approved under this agreement include (check all that apply under this agreement):

1. **Financial Assistance** – Eligible activities include short and medium-term rental assistance payments, security deposits, utility deposits, utility payments, moving cost assistance and motel and hotel vouchers.

2. **Housing Relocation and Stabilization Services** – Eligible activities include case management services, outreach to and engagement of eligible program participants, housing search and placements, legal services to help people stay in their homes, and credit repair.

3. **Data Collection:** The costs of operating data collection and reporting through the use of HMIS or a comparable client-level database. Evaluation is also an eligible costs if the Grantee or Subrecipient is asked by HUD to participate in HUD-sponsored research and evaluation.

4. **Administration:** Eligible costs include pre-award costs, accounting, reporting, auditing and staff training.

c. Eligible Participants

Persons receiving HPRP assistance must be eligible participants per criteria prescribed in the HPRP Notice of Allocations dated March 19, 2009. The Subrecipient agrees to establish appropriate measures to ensure and document that only eligible persons are served.

d. Goals and Objectives

The Grantee will monitor the performance of the Subrecipient against goals and performance standards provided in the Subrecipient's application and approved

by the Grantee. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct sub-substandard performance is not taken by the Subrecipient within ___(#) days after being notified by the Grantee, the contract may be terminated and all funding halted. In such cases, the Subrecipient must return any unused funds promptly.

e. Implementation Schedule

Unless amended by mutual written agreement of the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

Task/Milestone	Due Date

f. Staffing and Personnel

The Subrecipient shall assign the following staff as Key Personnel to this project.

Staff Name and Title	Program Responsibilities	Time Allocation (%)

GENERAL CONDITIONS

III. General Conditions

a. Data Collection and Evaluation

HPRP Subrecipients are required to report client-level data, such as the number of persons served and their demographic information, in a Homeless Management Information System (HMIS) **or a comparable client-level database**. HMIS in an electronic data collection system that facilitates the collection of information on person who are homeless or at risk of becoming homeless, and is managed and operated locally. HUD revised the HMIS

technical and data standards in a notice published May 8, 2009. Subrecipients are required to review this notice and ensure these revised data standards are implemented in HMIS specifically for HPRP participants as applicable. The local HMIS contact person for your program is _____**who can be reached at** _____.

b. Reports

Subrecipients are required to submit Quarterly Performance Reports on outputs and outcomes including information on participants served to date, jobs created, funds drawn or expended, and narrative descriptions of program progress or issues. The format in Exhibit C shall be used by the Subrecipient to submit its quarterly report. This format tracks the information the grantee is required to report to HUD. _____(number of copies of the quarterly reports) shall be submitted to _____ (name and email or regular mail address of person to receive for quarterly report) by the ___(#th) day following of the end of each quarter for the period of program operation, and shall include current quarter and cumulative data.

An Annual Performance Report will also be required within ___ days of the end of each federal fiscal year. This first annual performance report is due _____, 2010.

c. Administrative Requirements

i. Financial Management

If the Subrecipeint is a non-profit organization it agrees to comply with 24 CFR Part 84 and OMB Circular A-122 or A-21 (depending on whether the nonprofit is or is not an Educational Institution) and agrees to adhere to the accounting principles and procedures required therein, develop and implement adequate internal financial controls. And maintain required source documentation for all cost incurred.

If the Subrecipeint is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85 and OMB Circular A-87 apply.

ii. Recordkeeping and Retention

The Subrecipient agrees to maintain all records required by the HPRP Notice, including:

- Records documenting that HPRP activities are eligible
- Records documenting the eligibility of program participants
- If applicable, records documenting rent reasonableness

- Records documenting that each participant received an intake interview
- If applicable, records documenting that persons receiving assistance for longer than three months, were recertified at three month intervals
- Records providing a full description of each activity undertaken
- Records documenting compliance with fair housing and equal opportunity cross-cutting regulations
- Financial records illustrating appropriate accounting principles applied
- Records accounting for staff time and activities, relating to HPRP expenditures and draw requests
- Any other records necessary to demonstrate compliance with HPRP Notice and ARRA

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of four (4) years after the termination of all activities funded under this agreement. Records for any displaced person must be kept for four (4) years after the termination of all activities funded under this agreement. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there are litigations, claims, audits, negotiations or other actions that involve any of the records, the records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

iii. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include at a minimum the HMIS Data and Technical Standards prescribed by HUD. Such information shall be made available to Grantee monitors or their designee for review upon request. If an HMIS has not been implemented in the Grantee's jurisdiction, the grantee may use an alternate system for collecting and reporting data as long as it meets the data collection and reporting requirements set forth in the HPRP Notice, and is consistent with HUD's HMIS Data and Technical Standards.

iv. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, representatives of the Federal Government and their designees, at any time during normal business hours, as often as the Grantee deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Actions

required to resolve any discrepancies noted in the audit report must be agreed upon by the Subrecipient within 30 days after receipt of the audit report. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipeint hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable OMB Circular A-133.

v. **Procurement**

The Subrecipient shall comply with the procurement policies and requirements of the _____(State), _____(locality, if applicable) and HUD concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this contract.

d. Costs Incurred Prior to Grant Agreement Execution

No costs incurred prior to the execution of the Agreement shall be eligible for reimbursement with Grant funds.

e. Fund Disbursement

The Subrecipient may request reimbursement as frequently as once a month, but in no case less than once a quarter, by submitting the attached for with a budget which details itemized HPRP expenditures by activity and cost categories. **ALL HPRP funds must be requested on the Draw Request Form (See Exhibit J).** No funds will be disbursed until all required reports and substantiating documentation are submitted.

f. Reallocation of funds, Termination, Suspension, Conditions

If, due to any cause, the Subrecipient fails to comply with the terms, conditions or requirements of this Agreement, the Grantee may terminate or suspend this Agreement by giving written notice of the same and specifying the effective date of termination or suspension at least _____(3) days prior to such action. In the cast of Agreement violations by the Subrecipient, the Grantee may request that all or some of the grant funds be returned even if the Subrecipeint has expended the funds. The request will be made in writing. The Subrecipeint agrees to return such funds as requested by the Grantee within ____ days of receipt of the written request.

Any objections regarding terminations or suspensions shall be made by the Subrecipient in writing and mailed to the following:

Name:
Address: Street
Address: City, State, Zip

g. Subsequent Contracts

The Subrecipient shall remain fully obligated under the provisions of the Grant Agreement notwithstanding its designation of any subsequent or third parties for the undertaking of all or part of the activities for which the grant assistance is being provided to the Subrecipient. Any contractor or subcontractor which is not part of the Subrecipient shall comply with all the lawful requirements of the Application necessary to insure that the project for which assistance is being provided under this Agreement is carried out in accordance with the Subrecipient's Assurances and Certifications **(See Exhibit K).**

h. Budget Revisions/Amendments

The Subrecipient shall not obligate, encumber, spend or otherwise utilize HPRP funds for any activity or purpose not included or not in conformance with the budget as apportioned and as submitted to the Grantee unless:

- The Subrecipient has received explicit written approval from the Grantee to undertake such actions, or
- Budget changes may be among approved project activities and among approved budget categories so long as the specific project activity has been approved, there is no change to the total grant amount, and the changes to the budget are documented.

i. Conflict of Interest

In addition to the conflicts of interest requirements in 24 CFR Part 85 for Subrecipients that are governmental entities, Subrecipients that are nonprofit organizations shall comply with 24 CFR 84.42 with respect to the use of HPRP funds to procure services, equipment, supplies or other property. With respect to all other decisions involving the use of HPRP funds, the following restriction shall apply:

- No person who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such

activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself, or for those with who he or she has family or business ties, during his or her tenure or for one year thereafter.

j. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnity the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or non-performance of the services or subject matter called for in this agreement.

EFFECTIVE DATE

The effective date of this contract shall be the _____ day of _____, 2009, such date being the date the County Commissioners' Court approved entered into this Agreement with Subrecipient . and shall terminate on the _____ day of _____, 2012.

Approved and signed this _____ day of _____, 2009.

_____
Director

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 _____, 2009.

_____
Notary Signature

Witness:

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____
Diana R. Serna, UCP Ex. Director

EXHIBITS

IV. Exhibits

a. Statement of Work
b. Approved Budget
c. Payment Schedule
d. Records and Reports
e. Schedule of Activity
f. Approved HPRP Budget
g. Policies & Procedures
h. Quarterly Performance Report
i. Annual Performance Report
j. Drawdown Request
k. Assurances and Certifications

Exhibit B: Approved Budget

HPRP Budget Summary Template			
	Homelessness Prevention	Rapid Re-Housing	Total Budgeted Amount
Financial Assistance	$	$	$
Housing Relocation And Stabilization Services	$	$	$
Subtotal	$	$	$
Data Collection and Evaluation	$	$	$
Administration	$	$	$
Total HPRP Budget	$	$	$

Exhibit K

- **Uniform Administrative Requirements -** All Subrecipients receiving funds under HPRP shall be subject to the requirements of 24 CFR Part 85. Non-profit subrecipients shall be subject to the requirements of 24 **CFR Part 84.**

- **Certification of Approval of Local Government** – Non-profit applicants for HPRP funds must submit evidence of approval by the local government authorizing the applicant to administer HPRP programs in its area.

- **Coordination with Local Continuum of Care (CoC)** – Subrecipients are required to coordinate HPRP activities with the CoC.

- **Confidentiality** – Each HPRP subrecipient must develop and implement procedures to ensure (1) the confidentiality of records pertaining to any individual provided with assistance; and (2) that the address or location of any assisted housing will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the grantee.

- **Discharge Policy** – Subrecipients must agree to develop and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care, in order to prevent such discharge from immediately resulting in homelessness for such persons.

- **Lead-Based Paint Requirements** – The Lead-Based Paint Poisoning Prevention Act, as amended by the Residential Lead-Based Point Hazards Reduction Act of 1992 and implementing regulations at 24 CFR Part 35, subparts A, B,M and R shall apply to housing occupied by families receiving assistance through HPRP.

- **Nondiscrimination and Equal Opportunity Requirements –** Subrecipients must comply with all applicable fair housing and civil rights requirements in 24 CFR 5.105(a).

- **Fair Housing –** Under section 808(e) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funding recipients. Subrecipients will have a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act.

- **Drug-free Workplace –** The Drug-Free Workplace Act of 1998 and HUD's implementing regulations at 24 CFR part 21 apply to HPRP.

- **Anti-Lobbying** – The disclosure requirements and prohibitions of section 319 of the Department of Interior and Related Agencies Appropriations Act for Fiscal Year 1990, and implementing regulations at 24 CFR part 87, apply to HPRP.

- **Habitability Standards** – Subrecipients providing rental assistance with HPRP funds will be required to conduct initial and any appropriate follow-up inspections of housing units into which a program participant will be moving. Submit inspection form and/or habitability standard.

AI-17663 **16.H.**

Subrecipient Agreement - ARCH

CC REGULAR

Date:	09/29/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Approval of a Subrecipient Agreement with Advocacy Resource Center for Housing (ARCH) and Urban County Program-Homelessness Prevention and Rapid Re-Housing Program (HPRP).

BACKGROUND

This grant was approved under the Substantial Amendment to the Consolidated Plan 2008 Action Plan under the American Recovery and Reinvestment Act of 2009 ("Recovery Act").
ARCH will use the funds at their Advocacy Resource Center. Agreement is for three years and is in the amount of $924,768.87.

Services include: (see attachments)

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban County Funds

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Total Agreement Amount: $924,768.87.

Funds Available: $924,768.87.

Attachments

Link: resource center agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:33 AM	APRV
2	Perla Lopez	Perla Lopez	09/24/2009 09:10 AM	APRV
3	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Estella Webber — Started On: 09/23/2009 01:48 PM

Final Approval Date: 09/25/2009

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court
Agenda Request Form

No. _____

Date: 09/22/2009 Meeting Date Request: 09/290/09

Deadline for Action: 09/29/09 Contact Person: ***Ms. Diana R. Serna***

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

Ms. Diana R. Serna, Urban County Program Director _____

Caption: Approval of a Subrecipient Agreement with Advocacy Resource Center for Housing (ARCH) and Urban County Program-Homelessness Prevention and Rapid Re-Housing Program (HPRP).

Background: This grant was approved under the Substantial Amendment to the Consolidated Plan 2008 Action Plan under the American Recovery and Reinvestment Act of 2009 ("Recovery Act"). ARCH will use the funds at their Advocacy Resource Center. Agreement is for three years and is in the amount of $924,768.87. Services include:

	Homeless Prevention	**Rapid Re-housing**
Financial Assistance	$ 219,550.00 ✓	$ 95,627.17
Rental Assistance Short/Medium Term		
Housing Security Deposits		
Utility Payments Short/Medium Term		
Moving Cost & Motel/Hotel Vouchers		
Housing Relocation & Stabilization Service	$ 266,636.62 ✓	$ 184,091.08
Outreach & Outreach Materials		
Credit Repair Referral Fees		
Management & Case Workers		
Data & Collection & Evaluation	$ 72,432.00	$ 72,432.00
HMIS License Fee & Technical Support		
Management & Case Workers		
Administration	$ 7,000.00 ✓	$ 7,000.00
Subtotal HPRP Budget Amt:	**$ 565,618.62**	**$ 359,150.25**
Total HPRP Agreement & Budget Amt:	**$924,768.87**	
Amount funds Available:	**$924,768.87**	

Approval of agreement is recommended.

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

Hidaglo County HPRP Budget

For the Period of October 1, 2009 thru September 30, 2012

Applicant Organization: Advocacy Resource Center for Housing

RAPID RE-HOUSING PROGRAM BUDGET — RRForm

Detail of Activities by category & Method Calculation	1st Year 10/01/2009 - 9/30/2010	2nd Year 10/01/2010 - 9/30/2011	3rd Year 10/01/2011 - 9/30/2012	Category Totals
A. ADMINISTRATIVE COSTS - $7,000.00 (max 2% of funds requested)	$ 2,333.33	$ 2,333.33	$ 2,333.34	$ 7,000.00
ADMINISTRATIVE ALLOCATION	$ 2,333.33	$ 2,333.33	$ 2,333.34	$ 7,000.00
B. FINANCIALS ASSISTANCE - $95, 627.17 (breakdown by subcategory)				
Rent Asssitnce Shorterm (Up-to 3 mos)$500.00	$ 5,210.72	$ 5,210.72	$ 5,210.72	$ 15,632.16
Rent Assistance Medium Term (4 - 18 mos) 450.00	$ 8,100.00	$ 8,100.00	$ 8,100.00	$ 24,300.00
House secruity Deposits- ($400.00)	$ 5,600.00	$ 5,600.00	$ 4,400.00	$ 15,600.00
Utility Deposits (up-to $350.00)	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 10,500.00
Utility Payments (Up-to 18mos) - (up-to $300.00)	$ 5,440.00	$ 5,440.00	$ 5,440.00	$ 16,320.00
Moving Costs Assistance - (Up-to $350.00)	$ 1,050.00	$ 1,050.00	$ 1,050.00	$ 3,150.00
Motel & Hotel Voucher (up-to $45.00 / 15 days)	$ 3,375.00	$ 3,375.00	$ 3,375.00	$ 10,125.00
TOTAL FINANCIAL ASSISTANCE				**$ 95,627.16**
C. HOUSING RELOCATION & STABILIZATION - $184,091.08 SERVICES (breakdown by subcategory)				
Case Manager I / Bookeeper	$ 13,779.20	$ 14,428.39	$ 15,547.94	$ 43,755.53
Outreach & Engagement/Housing Placement full-time	$ 25,521.92	$ 35,008.84	$ 35,988.45	$ 96,519.21
Credit Repair & Financial Management Part-time	$ 11,606.42	$ 15,895.06	$ 16,314.87	$ 43,816.35
TOTAL RELOC & STABILIZ ASSISTANCE				**$ 184,091.09**
D. DATA COLLECTION & EVELUATION (breakdown by subcategory) $72,432.00				
Social Worker/lead Case Manager	$ 20,731.44	$ 20,731.44	$ 20,821.44	$ 62,284.32
HMIS Sosftware & user Licenses, memory or back-up systems, installation fees - product fees and other for the next three years	$ 300.00	$ 300.00	$ 300.00	$ 900.00
Technical Support at 2% of grand total for th next three years.	$ 3,082.56	$ 3,082.56	$ 3,082.56	$ 9,247.68
TOTAL DATA COLLECTION & EVALUATION				**$ 72,432.00**
TOTAL RAPID RE-HOUSING PROGRAM BUDGET	**$**			**359,150.25**

Hidaglo County HPRP Budget

For the Period of October 1, 2009 thru September 30, 2012

Applicant Organization: Advocacy Resource Center for Housing HP form

HOMELESS PREVENTION PROGRAM BUDGET

Detail of Activities by category & Method Calculation	1st Year 10/01/2009 - 9/30/2010	2nd Year 10/01/2010 - 9/30/2011	3rd Year 10/01/2011 - 9/30/2012	Category Totals
A. ADMINISTRATIVE COSTS - $14,000.00 (max 2% of fundsrequested)				
Training / Travel / Workshops	$ 2,333.33	$ 2,333.33	$ 2,333.34	$ 7,000.00
TOTAL ADMINISTRATION ASSISTANCE	$ 2,333.33	$ 2,333.33	$ 2,333.34	**$ 7,000.00**
B. FINANCIALS ASSISTANCE - $219,550.00 (breakdown by subcategory)				
*Rent Asssitnce Shorterm (up-to 3 mos) $500*3mos*50 people*	$ 22,500.00	$ 22,500.00	$ 30,000.00	$ 75,000.00
*Rent Assistance Medium Term (4 - 18 mos) $450*18mos*12 people*	$ 13,500.00	$ 13,500.00	$ 13,500.00	$ 40,500.00
Security Deposits	$ 10,800.00	$ 10,800.00	$ 10,800.00	$ 32,400.00
Utility Deposits (up-to $350.00)	10,800.00	10,800.00	10,800.00	32,400.00
Utility Payments (Up-to 18mos) - (up-to $350.00)	10,800.00	10,800.00	10,800.00	32,400.00
Moving Costs Assistance - (Up-to $350.00)	$ 2,283.33	$ 2,283.33	$ 2,283.34	$ 6,850.00
TOTAL FINANCIAL ASSISTANCE				**$ 219,550.00**
C. HOUSING RELOCATION & STABILIZATION - $266,636.62 SERVICES (breakdown by subcategory)				
Social Worker/lead Case Manager	$ 25,712.40	$ 34,963.80	$ 35,394.40	$ 96,070.60
Case Manager I / Bookeeper	$ 2,549.50	$ 2,549.49	$ 2,549.50	$ 7,648.49
Case Manager II - Full time	$ 17,203.10	$ 23,736.06	$ 24,365.80	$ 65,304.96
Case Manager III - Full time	$ 17,203.10	$ 23,736.06	$ 24,365.80	$ 65,304.96
Attorney at Law - Legal Services	$ 9,420.50	$ 11,308.99	$ 11,578.12	$ 32,307.61
TOTAL RELOCATI & STABILIZAT ASSISTANCE				**$ 266,636.62**
D. DATA COLLECTION & EVELUATION (breakdown by subcategory) $72,432.00				
Social Worker/lead Case Manager	$ 15,759.42	$ 18,134.77	$ 18,242.43	$ 52,136.62
HMIS Sosftware & user Licenses, memory or back-up systems, installation fees - product fees and other for the next three years	$ 600.00	$ 600.00	$ 600.00	$ 1,800.00
Technical Support at 2% of grand total for th next three years.	$ 6,165.13	$ 6,165.12	$ 6,165.13	$ 18,495.38
Data Collection & Reporting Systems (Implementation & support fees)				**$ 72,432.00**
TOTAL HOMLESS PREVENTION PROGRAM BUDGET				**$ 565,618.62**

Grant No: _____

Official Contact Person:

Name: _____
Telephone: _____
Fax: _____
E-mail Address: _____

Tax ID No.: _____
Unit of Government no. (if applicable): _____
DUNS No.: _____

SUBRECIPIENT AGREEMENT
FOR HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM
GRANT FUNDS

THIS IS AN AGREEMENT, by and between _____ (hereinafter the "Grantee") and _____, having its principal office at _____ (hereinafter the "Subrecipient") for the Homelessness Prevention and Rapid Re-Housing Program (HPRP) in the amount of $ _____, pursuant to County Commissioners' Court resolution dated _____.

This award is also authorized by Title XII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (Recovery Act) that established the Homeless Prevention and Rapid Re-housing Program. This award is made pursuant to the Notice of Allocation, Application Procedures, and Requirements for Homelessness Prevention and Rapid Re-housing Program Grantees under the Recovery Act, as published on March 19, 2009, as may be amended from time to time (the Notice) and any additional implementation guidance that may be published by the United States Department of Housing & Urban Development (HUD). The requirements set forth in the Notice, HUD guidance and the applicable requirements set forth in Title XII of the Recovery Act are incorporated as part of this Agreement.

GRANTEE STANDARD CONTRACT/GRANT BOILER PLATE

1. General Standard Contract/Grant Boiler Plate

a. **Rules and Regulations** – The Subrecipient agrees to cooperate with the Entity in respect to the implementation of the Homelessness Prevention and Rapid Re-housing (HPRP) 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 the jurisdiction over expenditures of the HPRP funds.

b. **Statement of Work** - Subrecipient agrees to perform services as outlined in **Exhibit A : Statement of Work**, of this Agreement for and in consideration of HPRP funding in the amount of $ _____ enumerated in **Exhibit B Budget** and **Exhibit C : 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 commending 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 E : Schedule of Activity** and shall notify Entity of any changes, delays or departures from the schedule. If the Subrecipient demonstrates that delays or departures 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.

c. **Records and Reports** - Subrecipient agrees to 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 expenditures of HPRP funds.

d. **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 as per 24 CFR Part 85.40(a).

e. Payment Requests and Program Income

Subrecipient agrees to allow Entity to account for all program income from any HPRP funded activity covered under this agreement. Failure of the Subrecipient to report program income as required, shall cause Entity to require all program income to be recovered by the Entity.

f. 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 activities as described in 24 CFR Par 576.23.

g. 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.

h. 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, Bond 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 documents of said OMB Circular.

i. 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 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however 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 inquires regarding the audit and Subrecipient acknowledges t hat 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 85.42.

j. **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 service under the contract agreement with limits of not less than $300,000 per occurrence, $300,000 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.

k. **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.

l. **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 and 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 exclusive in Hidalgo County.

m. **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, 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.

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 agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executive 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 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.

n. 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.

PROJECT DESCRIPTION AND SCOPE OF SERVICES

II. Project Description

Homelessness Prevention and Rapid Re-Housing (HPRP) assistance is provided to rapidly transition program participants to housing stability, either through their own means or through public assistance, as appropriate. Funding provided under HPRP is not intended to provide long-term support, nor will it be able to address all of the financial and supportive service needs of individuals and families. Subrecipients may only use HPRP funds for eligible activities approved in their application and incorporated in this agreement. The Subrecipient is required to implement HPRP-funded project activities in accordance with established policies and procedures.

a. Project Budget

An approved budget is incorporated in this agreement as Exhibit B. In addition, the Grantee may require a more detailed budget breakdown than the one contained in Exhibit B, and the Subrecipient shall provide such

supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

b. Scope of Services and Eligible Activities

The Subrecipient will be responsible for administering HPRP Year 2009 homelessness prevention and/or rapid re-housing activities identified by the Grantee. The Subrecipient will administer all tasks in connection with these activities in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee. Grant funds must be used for eligible activities as described in the HPRP Notice. The eligible activities approved under this agreement include (check all that apply under this agreement):

1. **Financial Assistance** – Eligible activities include short and medium-term rental assistance payments, security deposits, utility deposits, utility payments, moving cost assistance and motel and hotel vouchers.

2. **Housing Relocation and Stabilization Services** – Eligible activities include case management services, outreach to and engagement of eligible program participants, housing search and placements, legal services to help people stay in their homes, and credit repair.

3. **Data Collection:** The costs of operating data collection and reporting through the use of HMIS or a comparable client-level database. Evaluation is also an eligible costs if the Grantee or Subrecipient is asked by HUD to participate in HUD-sponsored research and evaluation.

4. **Administration:** Eligible costs include pre-award costs, accounting, reporting, auditing and staff training.

c. Eligible Participants

Persons receiving HPRP assistance must be eligible participants per criteria prescribed in the HPRP Notice of Allocations dated March 19, 2009. The Subrecipient agrees to establish appropriate measures to ensure and document that only eligible persons are served.

d. Goals and Objectives

The Grantee will monitor the performance of the Subrecipient against goals and performance standards provided in the Subrecipient's application and approved

by the Grantee. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct sub-substandard performance is not taken by the Subrecipient within ___(#) days after being notified by the Grantee, the contract may be terminated and all funding halted. In such cases, the Subrecipient must return any unused funds promptly.

e. Implementation Schedule

Unless amended by mutual written agreement of the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

Task/Milestone	Due Date

f. Staffing and Personnel

The Subrecipient shall assign the following staff as Key Personnel to this project.

Staff Name and Title	Program Responsibilities	Time Allocation (%)

GENERAL CONDITIONS

III. General Conditions

a. Data Collection and Evaluation

HPRP Subrecipients are required to report client-level data, such as the number of persons served and their demographic information, in a Homeless Management Information System (HMIS) **or a comparable client-level database**. HMIS in an electronic data collection system that facilitates the collection of information on person who are homeless or at risk of becoming homeless, and is managed and operated locally. HUD revised the HMIS

technical and data standards in a notice published May 8, 2009. Subrecipients are required to review this notice and ensure these revised data standards are implemented in HMIS specifically for HPRP participants as applicable. The local HMIS contact person for your program is _____**who can be reached at** _____.

b. Reports

Subrecipients are required to submit Quarterly Performance Reports on outputs and outcomes including information on participants served to date, jobs created, funds drawn or expended, and narrative descriptions of program progress or issues. The format in Exhibit C shall be used by the Subrecipient to submit its quarterly report. This format tracks the information the grantee is required to report to HUD. _____(number of copies of the quarterly reports) shall be submitted to _____ (name and email or regular mail address of person to receive for quarterly report) by the ___(#th) day following of the end of each quarter for the period of program operation, and shall include current quarter and cumulative data.

An Annual Performance Report will also be required within ___ days of the end of each federal fiscal year. This first annual performance report is due _____, 2010.

c. Administrative Requirements

i. Financial Management

If the Subrecipeint is a non-profit organization it agrees to comply with 24 CFR Part 84 and OMB Circular A-122 or A-21 (depending on whether the nonprofit is or is not an Educational Institution) and agrees to adhere to the accounting principles and procedures required therein, develop and implement adequate internal financial controls. And maintain required source documentation for all cost incurred.

If the Subrecipeint is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85 and OMB Circular A-87 apply.

ii. Recordkeeping and Retention

The Subrecipient agrees to maintain all records required by the HPRP Notice, including:

- Records documenting that HPRP activities are eligible
- Records documenting the eligibility of program participants
- If applicable, records documenting rent reasonableness

- Records documenting that each participant received an intake interview
- If applicable, records documenting that persons receiving assistance for longer than three months, were recertified at three month intervals
- Records providing a full description of each activity undertaken
- Records documenting compliance with fair housing and equal opportunity cross-cutting regulations
- Financial records illustrating appropriate accounting principles applied
- Records accounting for staff time and activities, relating to HPRP expenditures and draw requests
- Any other records necessary to demonstrate compliance with HPRP Notice and ARRA

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of four (4) years after the termination of all activities funded under this agreement. Records for any displaced person must be kept for four (4) years after the termination of all activities funded under this agreement. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there are litigations, claims, audits, negotiations or other actions that involve any of the records, the records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

iii. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include at a minimum the HMIS Data and Technical Standards prescribed by HUD. Such information shall be made available to Grantee monitors or their designee for review upon request. If an HMIS has not been implemented in the Grantee's jurisdiction, the grantee may use an alternate system for collecting and reporting data as long as it meets the data collection and reporting requirements set forth in the HPRP Notice, and is consistent with HUD's HMIS Data and Technical Standards.

iv. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, representatives of the Federal Government and their designees, at any time during normal business hours, as often as the Grantee deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Actions

required to resolve any discrepancies noted in the audit report must be agreed upon by the Subrecipient within 30 days after receipt of the audit report. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipeint hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable OMB Circular A-133.

v. **Procurement**

The Subrecipient shall comply with the procurement policies and requirements of the _____(State), _____(locality, if applicable) and HUD concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this contract.

d. **Costs Incurred Prior to Grant Agreement Execution**

No costs incurred prior to the execution of the Agreement shall be eligible for reimbursement with Grant funds.

e. **Fund Disbursement**

The Subrecipient may request reimbursement as frequently as once a month, but in no case less than once a quarter, by submitting the attached for with a budget which details itemized HPRP expenditures by activity and cost categories. **ALL HPRP funds must be requested on the Draw Request Form (See Exhibit J).** No funds will be disbursed until all required reports and substantiating documentation are submitted.

f. **Reallocation of funds, Termination, Suspension, Conditions**

If, due to any cause, the Subrecipient fails to comply with the terms, conditions or requirements of this Agreement, the Grantee may terminate or suspend this Agreement by giving written notice of the same and specifying the effective date of termination or suspension at least _____(3) days prior to such action. In the cast of Agreement violations by the Subrecipient, the Grantee may request that all or some of the grant funds be returned even if the Subrecipeint has expended the funds. The request will be made in writing. The Subrecipeint agrees to return such funds as requested by the Grantee within ____ days of receipt of the written request.

Any objections regarding terminations or suspensions shall be made by the Subrecipient in writing and mailed to the following:

Name:
Address: Street
Address: City, State, Zip

g. **Subsequent Contracts**

The Subrecipient shall remain fully obligated under the provisions of the Grant Agreement notwithstanding its designation of any subsequent or third parties for the undertaking of all or part of the activities for which the grant assistance is being provided to the Subrecipient. Any contractor or subcontractor which is not part of the Subrecipient shall comply with all the lawful requirements of the Application necessary to insure that the project for which assistance is being provided under this Agreement is carried out in accordance with the Subrecipient's Assurances and Certifications **(See Exhibit K).**

h. **Budget Revisions/Amendments**

The Subrecipient shall not obligate, encumber, spend or otherwise utilize HPRP funds for any activity or purpose not included or not in conformance with the budget as apportioned and as submitted to the Grantee unless:

- The Subrecipient has received explicit written approval from the Grantee to undertake such actions, or
- Budget changes may be among approved project activities and among approved budget categories so long as the specific project activity has been approved, there is no change to the total grant amount, and the changes to the budget are documented.

i. **Conflict of Interest**

In addition to the conflicts of interest requirements in 24 CFR Part 85 for Subrecipients that are governmental entities, Subrecipients that are nonprofit organizations shall comply with 24 CFR 84.42 with respect to the use of HPRP funds to procure services, equipment, supplies or other property. With respect to all other decisions involving the use of HPRP funds, the following restriction shall apply:

- No person who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such

activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself, or for those with who he or she has family or business ties, during his or her tenure or for one year thereafter.

j. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnity the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or non-performance of the services or subject matter called for in this agreement.

EFFECTIVE DATE

The effective date of this contract shall be the _____ day of _____, 2009, such date being the date the County Commissioners' Court approved entered into this Agreement with Subrecipient . and shall terminate on the _____ day of _____, 2012.

Approved and signed this _____ day of _____, 2009.

_____
Director

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 _____, 2009.

_____
Notary Signature

Witness:

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____
Diana R. Serna, UCP Ex. Director

EXHIBITS

IV. Exhibits

a. Statement of Work
b. Approved Budget
c. Payment Schedule
d. Records and Reports
e. Schedule of Activity
f. Approved HPRP Budget
g. Policies & Procedures
h. Quarterly Performance Report
i. Annual Performance Report
j. Drawdown Request
k. Assurances and Certifications

Exhibit B: Approved Budget

HPRP Budget Summary Template			
	Homelessness Prevention	Rapid Re-Housing	Total Budgeted Amount
Financial Assistance	$	$	$
Housing Relocation And Stabilization Services	$	$	$
Subtotal	$	$	$
Data Collection and Evaluation	$	$	$
Administration	$	$	$
Total HPRP Budget	$	$	$

Exhibit K

- **Uniform Administrative Requirements -** All Subrecipients receiving funds under HPRP shall be subject to the requirements of 24 CFR Part 85. Non-profit subrecipients shall be subject to the requirements of 24 **CFR Part 84.**

- **Certification of Approval of Local Government** – Non-profit applicants for HPRP funds must submit evidence of approval by the local government authorizing the applicant to administer HPRP programs in its area.

- **Coordination with Local Continuum of Care (CoC) –** Subrecipients are required to coordinate HPRP activities with the CoC.

- **Confidentiality** – Each HPRP subrecipient must develop and implement procedures to ensure (1) the confidentiality of records pertaining to any individual provided with assistance; and (2) that the address or location of any assisted housing will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the grantee.

- **Discharge Policy** – Subrecipients must agree to develop and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care, in order to prevent such discharge from immediately resulting in homelessness for such persons.

- **Lead-Based Paint Requirements** – The Lead-Based Paint Poisoning Prevention Act, as amended by the Residential Lead-Based Point Hazards Reduction Act of 1992 and implementing regulations at 24 CFR Part 35, subparts A, B,M and R shall apply to housing occupied by families receiving assistance through HPRP.

- **Nondiscrimination and Equal Opportunity Requirements –** Subrecipients must comply with all applicable fair housing and civil rights requirements in 24 CFR 5.105(a).

- **Fair Housing** – Under section 808(e) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funding recipients. Subrecipients will have a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act.

- **Drug-free Workplace –** The Drug-Free Workplace Act of 1998 and HUD's implementing regulations at 24 CFR part 21 apply to HPRP.

- **Anti-Lobbying** – The disclosure requirements and prohibitions of section 319 of the Department of Interior and Related Agencies Appropriations Act for Fiscal Year 1990, and implementing regulations at 24 CFR part 87, apply to HPRP.

- **Habitability Standards** – Subrecipients providing rental assistance with HPRP funds will be required to conduct initial and any appropriate follow-up inspections of housing units into which a program participant will be moving. Submit inspection form and/or habitability standard.

AI-17659 **16.I.**

Subrecipient Agreement - Catholic Charities

CC REGULAR

Date:	09/29/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Approval of a Subrecipient Agreement with Catholic Charities of the Rio Grande Valley and Urban County Program-Homelessness Prevention and Rapid Re-Housing Program (HPRP).

BACKGROUND

This grant was approved under the Substantial Amendment to the Consolidated Plan 2008 Action Plan under the American Recovery and Reinvestment Act of 2009 ("Recovery Act").
Catholic Charities will use the funds at their Catholic Charities Center. Agreement is for three years and is in the amount of $968,297.00

Services include: (See attachments)

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

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

BUDGETARY IMPACT:

Total Agreement Amount: $968,297.00.

Funds Available: $968,297.00

Attachments

Link: agreement - Cath Charities

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:30 AM	APRV
2	Perla Lopez	Perla Lopez	09/24/2009 09:03 AM	APRV
3	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Estella Webber — Started On: 09/23/2009 01:19 PM

Final Approval Date: 09/25/2009

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court
Agenda Request Form

No. _____

Date: 09/22/2009 Meeting Date Request: 09/290/09

Deadline for Action: 09/29/09 Contact Person: ***Ms. Diana R. Serna***

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

Ms. Diana R. Serna, Urban County Program Director

Caption: Approval of a Subrecipient Agreement with Catholic Charities of the Rio Grande Valley and Urban County Program-Homelessness Prevention and Rapid Re-Housing Program (HPRP).

Background: This grant was approved under the Substantial Amendment to the Consolidated Plan 2008 Action Plan under the American Recovery and Reinvestment Act of 2009 ("Recovery Act"). Catholic Charities will use the funds at their Catholic Charities Center. Agreement is for three years and is in the amount of $968,297.00 Services include:

	Homeless Prevention	**Rapid Re-housing**
Financial Assistance	$544,241.00	$224,000.00
Rental Assistance Short/Medium Term		
Housing Security Deposits		
Utility Payments Short/Medium Term		
Moving Cost & Motel/Hotel Vouchers		
Housing Relocation & Stabilization Service	$ 50,000.00	$ 70,000.00
Outreach & Outreach Materials		
Credit Repair Referral Fees		
Management & Case Workers		
Data & Collection & Evaluation	$ 33,028.00	$ 33,028.00
HMIS License Fee & Technical Support		
Management & Case Workers		
Administration	$ 7,000.00	$ 7,000.00
Subtotal HPRP Budget Amt:	**$634,269.00**	**$334,028.00**
Total HPRP Agreement & Budget Amt:	**$968,297.00**	
Amount funds Available:	**$968,297.00**	

Approval of agreement is recommended.

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

Hidalgo County HPRP Budget
For the Period October 1, 2009 thru September 30, 2012

APPLICANT ORGANIZATION: CATHOLIC CHARITIES OF THE RIO GRANDE VALLEY

RAPID RE-HOUSING PROGRAM BUDGET

Detail of Activities by Category & Method of Calculation	1st Year 10/1/2009-9/30/2010	2nd Year 10/1/2010-9/30/2011	3rd Year 10/1/2011-9/30/2012	Category Totals
A. ADMINISTRATIVE COSTS (max 2% of funds requested)				
	$ 7,000.00	$ -	$ -	$ 7,000.00
B. FINANCIAL ASSISTANCE (breakdown by subcategory)				$ 224,000.00
Rent Assistance Short Term (up to 3 mo)	$ 10,800.00	$ 10,800.00	$ 10,800.00	
Rent Assistance Medium Term (4-18 mo)	$ 31,500.00	$ 31,500.00	$ 31,500.00	
Utility Assistance Short Term (up to 3mo)	$ 6,480.00	$ 6,480.00	$ 6,480.00	
Utility Assistance Medium Term (4-18 mo)	$ 18,450.00	$ 18,450.00	$ 18,450.00	
Security & utility deposits Assistance	$ 1,830.00	$ 1,830.00	$ 1,830.00	
Motel & hotel voucher Assistance	$ 3,600.00	$ 3,600.00	$ 3,600.00	
Moving Cost	$ 1,500.00	$ 1,500.00	$ 1,500.00	
Arrears Utility Assistance	$ 253.00	$ 253.00	$ 254.00	
Book keeper position	$ 253.00	$ 253.00	$ 254.00	
Total	$ 74,666.00	$ 74,666.00	$ 74,668.00	
C. HOUSING RELOCATION AND STABILIZATION SERVICES (breakdown by subcategory)				$ 70,000.00
Full-time case worker	$ 23,333.00	$ 23,333.00	$ 23,334.00	
D. DATA COLLECTION AND EVALUATION (breakdown by subcategory)				$ 33,028.00
Cost associated with operating HMIS 2%	$ 3,228.00	$ 3,228.00	$ 3,227.00	
Purchase of HMIS Software	$ 3,041.00	$ 3,041.00	$ 3,040.00	
User Licenses (5)	$ 734.00	$ 733.00	$ 733.00	
Purchase of Computer equipment	$ 334.00	$ 333.00	$ 333.00	
Cost associated with data collection analysis	$ 1,430.00	$ 1,430.00	$ 1,430.00	
Cost associated with the person doing data entry	$ 2,245.00	$ 2,244.00	$ 2,244.00	
Total	$ 11,012.00	$ 11,009.00	$ 11,007.00	
TOTAL RAPID RE-HOUSING PROGRAM BUDGET	116,008.33	109,008.33	109,011.34	$ 334,028.00

Hidalgo County HPRP Budget
For the Period October 1, 2009 thru September 30, 2012

APPLICANT ORGANIZATION: CATHOLIC CHARITIES OF THE RIO GRANDE VALLEY

HOMELESS PREVENTION PROGRAM BUDGET

Detail of Activities by Category & Method of Calculation	1st Year 10/1/2009-9/30/2010	2nd Year 10/1/2010-9/30/2011	3rd Year 10/1/2011-9/30/2012	Category Totals
A. ADMINISTRATIVE COSTS (max 2% of funds requested)				
Allocation	$ 7,000.00	$ -	$ -	$ 7,000.00
B. FINANCIAL ASSISTANCE (breakdown by subcategory)				$ 544,241.00
Rent Assistance Short Term (up to 3 mo)	$ 25,200.00	$ 25,200.00	$ 25,200.00	
Rent Assistance Medium Term (4-18 mo)	$ 73,500.00	$ 73,500.00	$ 73,500.00	
Utility Assistance Short Term (up to 3mo)	$ 15,120.00	$ 15,120.00	$ 15,120.00	
Utility Assistance Medium Term (4-18 mo)	$ 43,050.00	$ 43,050.00	$ 43,050.00	
Security & utility deposits Assistance	$ 4,270.00	$ 4,270.00	$ 4,270.00	
Motel & hotel voucher Assistance	$ 8,400.00	$ 8,400.00	$ 8,400.00	
Moving Cost	$ 3,500.00	$ 3,500.00	$ 3,500.00	
Arrears Utility Assistance	$ 3,870.00	$ 3,869.00	$ 3,869.00	
Arrears Rent Assistance	$ 3,870.00	$ 3,869.00	$ 3,869.00	
Book keeper position	$ 636.00	$ 634.00	$ 635.00	
Total	$ 181,416.00	$ 181,414.00	$ 181,412.00	
C. HOUSING RELOCATION AND STABILIZATION SERVICES				$ 50,000.00
(breakdown by subcategory)				
Full-time case worker	$ 16,667.00	$ 16,667.00	$ 16,666.00	
D. DATA COLLECTION AND EVALUATION				$ 33,028.00
(breakdown by subcategory)				
Cost associated with operating HMIS 2%	$ 3,228.00	$ 3,228.00	$ 3,227.00	
Purchase of HMIS Software	$ 3,041.00	$ 3,041.00	$ 3,040.00	
User Licenses (5)	$ 734.00	$ 733.00	$ 733.00	
Purchase of Computer equipment	$ 334.00	$ 333.00	$ 333.00	
Cost associated with data collection analysis	$ 1,430.00	$ 1,430.00	$ 1,430.00	
Cost associated with the person doing data entry	$ 2,245.00	$ 2,244.00	$ 2,244.00	
	$ 11,012.00	$ 11,008.00	$ 11,007.00	
TOTAL HOMELESS PREVENTION PROGRAM BUDGET	$ 216,095.00	$ 209,089.00	$ 209,085.00	$ 634,269.00

Grant No: _____

Official Contact Person:

Name: _____
Telephone: _____
Fax: _____
E-mail Address: _____

Tax ID No.: _____
Unit of Government no. (if applicable): _____
DUNS No.: _____

SUBRECIPIENT AGREEMENT
FOR HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM
GRANT FUNDS

THIS IS AN AGREEMENT, by and between _____ (hereinafter the "Grantee") and _____, having its principal office at _____ (hereinafter the "Subrecipient") for the Homelessness Prevention and Rapid Re-Housing Program (HPRP) in the amount of $ _____, pursuant to County Commissioners' Court resolution dated _____.

This award is also authorized by Title XII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (Recovery Act) that established the Homeless Prevention and Rapid Re-housing Program. This award is made pursuant to the Notice of Allocation, Application Procedures, and Requirements for Homelessness Prevention and Rapid Re-housing Program Grantees under the Recovery Act, as published on March 19, 2009, as may be amended from time to time (the Notice) and any additional implementation guidance that may be published by the United States Department of Housing & Urban Development (HUD). The requirements set forth in the Notice, HUD guidance and the applicable requirements set forth in Title XII of the Recovery Act are incorporated as part of this Agreement.

GRANTEE STANDARD CONTRACT/GRANT BOILER PLATE

1. General Standard Contract/Grant Boiler Plate

a. **Rules and Regulations** – The Subrecipient agrees to cooperate with the Entity in respect to the implementation of the Homelessness Prevention and Rapid Re-housing (HPRP) 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 the jurisdiction over expenditures of the HPRP funds.

b. **Statement of Work** - Subrecipient agrees to perform services as outlined in **Exhibit A : Statement of Work**, of this Agreement for and in consideration of HPRP funding in the amount of $ _____ enumerated in **Exhibit B Budget** and **Exhibit C : 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 commending 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 E : Schedule of Activity** and shall notify Entity of any changes, delays or departures from the schedule. If the Subrecipient demonstrates that delays or departures 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.

c. **Records and Reports** - Subrecipient agrees to 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 expenditures of HPRP funds.

d. **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 as per 24 CFR Part 85.40(a).

e. Payment Requests and Program Income

Subrecipient agrees to allow Entity to account for all program income from any HPRP funded activity covered under this agreement. Failure of the Subrecipient to report program income as required, shall cause Entity to require all program income to be recovered by the Entity.

f. 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 activities as described in 24 CFR Par 576.23.

g. 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.

h. 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, Bond 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 documents of said OMB Circular.

i. 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 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however 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 inquires regarding the audit and Subrecipient acknowledges t hat 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 85.42.

j. **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 service under the contract agreement with limits of not less than $300,000 per occurrence, $300,000 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.

k. **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.

l. **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 and 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 exclusive in Hidalgo County.

m. **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, 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.

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 agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executive 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 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.

n. 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.

PROJECT DESCRIPTION AND SCOPE OF SERVICES

II. Project Description

Homelessness Prevention and Rapid Re-Housing (HPRP) assistance is provided to rapidly transition program participants to housing stability, either through their own means or through public assistance, as appropriate. Funding provided under HPRP is not intended to provide long-term support, nor will it be able to address all of the financial and supportive service needs of individuals and families. Subrecipients may only use HPRP funds for eligible activities approved in their application and incorporated in this agreement. The Subrecipient is required to implement HPRP-funded project activities in accordance with established policies and procedures.

a. Project Budget

An approved budget is incorporated in this agreement as Exhibit B. In addition, the Grantee may require a more detailed budget breakdown than the one contained in Exhibit B, and the Subrecipient shall provide such

supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

b. Scope of Services and Eligible Activities

The Subrecipient will be responsible for administering HPRP Year 2009 homelessness prevention and/or rapid re-housing activities identified by the Grantee. The Subrecipient will administer all tasks in connection with these activities in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee. Grant funds must be used for eligible activities as described in the HPRP Notice. The eligible activities approved under this agreement include (check all that apply under this agreement):

1. **Financial Assistance** – Eligible activities include short and medium-term rental assistance payments, security deposits, utility deposits, utility payments, moving cost assistance and motel and hotel vouchers.

2. **Housing Relocation and Stabilization Services** – Eligible activities include case management services, outreach to and engagement of eligible program participants, housing search and placements, legal services to help people stay in their homes, and credit repair.

3. **Data Collection:** The costs of operating data collection and reporting through the use of HMIS or a comparable client-level database. Evaluation is also an eligible costs if the Grantee or Subrecipient is asked by HUD to participate in HUD-sponsored research and evaluation.

4. **Administration:** Eligible costs include pre-award costs, accounting, reporting, auditing and staff training.

c. Eligible Participants

Persons receiving HPRP assistance must be eligible participants per criteria prescribed in the HPRP Notice of Allocations dated March 19, 2009. The Subrecipient agrees to establish appropriate measures to ensure and document that only eligible persons are served.

d. Goals and Objectives

The Grantee will monitor the performance of the Subrecipient against goals and performance standards provided in the Subrecipient's application and approved

by the Grantee. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct sub-substandard performance is not taken by the Subrecipient within ___(#) days after being notified by the Grantee, the contract may be terminated and all funding halted. In such cases, the Subrecipient must return any unused funds promptly.

e. Implementation Schedule

Unless amended by mutual written agreement of the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

Task/Milestone	Due Date

f. Staffing and Personnel

The Subrecipient shall assign the following staff as Key Personnel to this project.

Staff Name and Title	Program Responsibilities	Time Allocation (%)

GENERAL CONDITIONS

III. General Conditions

a. Data Collection and Evaluation

HPRP Subrecipients are required to report client-level data, such as the number of persons served and their demographic information, in a Homeless Management Information System (HMIS) **or a comparable client-level database**. HMIS in an electronic data collection system that facilitates the collection of information on person who are homeless or at risk of becoming homeless, and is managed and operated locally. HUD revised the HMIS

technical and data standards in a notice published May 8, 2009. Subrecipients are required to review this notice and ensure these revised data standards are implemented in HMIS specifically for HPRP participants as applicable. The local HMIS contact person for your program is _____**who can be reached at _____.**

b. Reports

Subrecipients are required to submit Quarterly Performance Reports on outputs and outcomes including information on participants served to date, jobs created, funds drawn or expended, and narrative descriptions of program progress or issues. The format in Exhibit C shall be used by the Subrecipient to submit its quarterly report. This format tracks the information the grantee is required to report to HUD. _____(number of copies of the quarterly reports) shall be submitted to _____ (name and email or regular mail address of person to receive for quarterly report) by the ___(#th) day following of the end of each quarter for the period of program operation, and shall include current quarter and cumulative data.

An Annual Performance Report will also be required within ___ days of the end of each federal fiscal year. This first annual performance report is due _____, 2010.

c. Administrative Requirements

i. Financial Management

If the Subrecipeint is a non-profit organization it agrees to comply with 24 CFR Part 84 and OMB Circular A-122 or A-21 (depending on whether the nonprofit is or is not an Educational Institution) and agrees to adhere to the accounting principles and procedures required therein, develop and implement adequate internal financial controls. And maintain required source documentation for all cost incurred.

If the Subrecipeint is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85 and OMB Circular A-87 apply.

ii. Recordkeeping and Retention

The Subrecipient agrees to maintain all records required by the HPRP Notice, including:

- Records documenting that HPRP activities are eligible
- Records documenting the eligibility of program participants
- If applicable, records documenting rent reasonableness

- Records documenting that each participant received an intake interview
- If applicable, records documenting that persons receiving assistance for longer than three months, were recertified at three month intervals
- Records providing a full description of each activity undertaken
- Records documenting compliance with fair housing and equal opportunity cross-cutting regulations
- Financial records illustrating appropriate accounting principles applied
- Records accounting for staff time and activities, relating to HPRP expenditures and draw requests
- Any other records necessary to demonstrate compliance with HPRP Notice and ARRA

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of four (4) years after the termination of all activities funded under this agreement. Records for any displaced person must be kept for four (4) years after the termination of all activities funded under this agreement. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there are litigations, claims, audits, negotiations or other actions that involve any of the records, the records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

iii. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include at a minimum the HMIS Data and Technical Standards prescribed by HUD. Such information shall be made available to Grantee monitors or their designee for review upon request. If an HMIS has not been implemented in the Grantee's jurisdiction, the grantee may use an alternate system for collecting and reporting data as long as it meets the data collection and reporting requirements set forth in the HPRP Notice, and is consistent with HUD's HMIS Data and Technical Standards.

iv. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, representatives of the Federal Government and their designees, at any time during normal business hours, as often as the Grantee deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Actions

required to resolve any discrepancies noted in the audit report must be agreed upon by the Subrecipient within 30 days after receipt of the audit report. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipeint hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable OMB Circular A-133.

v. **Procurement**

The Subrecipient shall comply with the procurement policies and requirements of the _____(State), _____(locality, if applicable) and HUD concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this contract.

d. **Costs Incurred Prior to Grant Agreement Execution**

No costs incurred prior to the execution of the Agreement shall be eligible for reimbursement with Grant funds.

e. **Fund Disbursement**

The Subrecipient may request reimbursement as frequently as once a month, but in no case less than once a quarter, by submitting the attached for with a budget which details itemized HPRP expenditures by activity and cost categories. **ALL HPRP funds must be requested on the Draw Request Form (See Exhibit J).** No funds will be disbursed until all required reports and substantiating documentation are submitted.

f. **Reallocation of funds, Termination, Suspension, Conditions**

If, due to any cause, the Subrecipient fails to comply with the terms, conditions or requirements of this Agreement, the Grantee may terminate or suspend this Agreement by giving written notice of the same and specifying the effective date of termination or suspension at least _____(3) days prior to such action. In the cast of Agreement violations by the Subrecipient, the Grantee may request that all or some of the grant funds be returned even if the Subrecipeint has expended the funds. The request will be made in writing. The Subrecipeint agrees to return such funds as requested by the Grantee within _____ days of receipt of the written request.

Any objections regarding terminations or suspensions shall be made by the Subrecipient in writing and mailed to the following:

Name:
Address: Street
Address: City, State, Zip

g. Subsequent Contracts

The Subrecipient shall remain fully obligated under the provisions of the Grant Agreement notwithstanding its designation of any subsequent or third parties for the undertaking of all or part of the activities for which the grant assistance is being provided to the Subrecipient. Any contractor or subcontractor which is not part of the Subrecipient shall comply with all the lawful requirements of the Application necessary to insure that the project for which assistance is being provided under this Agreement is carried out in accordance with the Subrecipient's Assurances and Certifications **(See Exhibit K).**

h. Budget Revisions/Amendments

The Subrecipient shall not obligate, encumber, spend or otherwise utilize HPRP funds for any activity or purpose not included or not in conformance with the budget as apportioned and as submitted to the Grantee unless:

- The Subrecipient has received explicit written approval from the Grantee to undertake such actions, or
- Budget changes may be among approved project activities and among approved budget categories so long as the specific project activity has been approved, there is no change to the total grant amount, and the changes to the budget are documented.

i. Conflict of Interest

In addition to the conflicts of interest requirements in 24 CFR Part 85 for Subrecipients that are governmental entities, Subrecipients that are nonprofit organizations shall comply with 24 CFR 84.42 with respect to the use of HPRP funds to procure services, equipment, supplies or other property. With respect to all other decisions involving the use of HPRP funds, the following restriction shall apply:

- No person who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such

activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself, or for those with who he or she has family or business ties, during his or her tenure or for one year thereafter.

j. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnity the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or non-performance of the services or subject matter called for in this agreement.

EFFECTIVE DATE

The effective date of this contract shall be the _____ day of _____, 2009, such date being the date the County Commissioners' Court approved entered into this Agreement with Subrecipient . and shall terminate on the _____ day of _____, 2012.

Approved and signed this _____ day of _____, 2009.

_____
Director

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 _____, 2009.

_____
Notary Signature

Witness:

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____
Diana R. Serna, UCP Ex. Director

EXHIBITS

IV. Exhibits

a. Statement of Work
b. Approved Budget
c. Payment Schedule
d. Records and Reports
e. Schedule of Activity
f. Approved HPRP Budget
g. Policies & Procedures
h. Quarterly Performance Report
i. Annual Performance Report
j. Drawdown Request
k. Assurances and Certifications

Exhibit B: Approved Budget

HPRP Budget Summary Template			
	Homelessness Prevention	Rapid Re-Housing	Total Budgeted Amount
Financial Assistance	$	$	$
Housing Relocation And Stabilization Services	$	$	$
Subtotal	$	$	$
Data Collection and Evaluation	$	$	$
Administration	$	$	$
Total HPRP Budget	$	$	$

Exhibit K

- **Uniform Administrative Requirements -** All Subrecipients receiving funds under HPRP shall be subject to the requirements of 24 CFR Part 85. Non-profit subrecipients shall be subject to the requirements of 24 **CFR Part 84.**

- **Certification of Approval of Local Government** – Non-profit applicants for HPRP funds must submit evidence of approval by the local government authorizing the applicant to administer HPRP programs in its area.

- **Coordination with Local Continuum of Care (CoC)** – Subrecipients are required to coordinate HPRP activities with the CoC.

- **Confidentiality** – Each HPRP subrecipient must develop and implement procedures to ensure (1) the confidentiality of records pertaining to any individual provided with assistance; and (2) that the address or location of any assisted housing will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the grantee.

- **Discharge Policy** – Subrecipients must agree to develop and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care, in order to prevent such discharge from immediately resulting in homelessness for such persons.

- **Lead-Based Paint Requirements** – The Lead-Based Paint Poisoning Prevention Act, as amended by the Residential Lead-Based Point Hazards Reduction Act of 1992 and implementing regulations at 24 CFR Part 35, subparts A, B,M and R shall apply to housing occupied by families receiving assistance through HPRP.

- **Nondiscrimination and Equal Opportunity Requirements** – Subrecipients must comply with all applicable fair housing and civil rights requirements in 24 CFR 5.105(a).

- **Fair Housing** – Under section 808(e) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funding recipients. Subrecipients will have a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act.

- **Drug-free Workplace –** The Drug-Free Workplace Act of 1998 and HUD's implementing regulations at 24 CFR part 21 apply to HPRP.

- **Anti-Lobbying** – The disclosure requirements and prohibitions of section 319 of the Department of Interior and Related Agencies Appropriations Act for Fiscal Year 1990, and implementing regulations at 24 CFR part 87, apply to HPRP.

- **Habitability Standards** – Subrecipients providing rental assistance with HPRP funds will be required to conduct initial and any appropriate follow-up inspections of housing units into which a program participant will be moving. Submit inspection form and/or habitability standard.

AI-17594 **17.A.**

Appointment of Deputy Constable Precinct 3
CC REGULAR

Date:	09/29/2009
Submitted By:	Rachel Cavazos, CONSTABLE PCT. #3
Submitted For:	Larry Gallardo
Department:	CONSTABLE PCT. #3
Agenda Category:	Constables

Information

CAPTION

Constable Pct. #3:
Appointment of Deputy Constable as per Texas Local Government Code Section 86.011.

BACKGROUND

Deputy Constable Hugo Rangel.
Copies of Texas Local Government Code Section 86.011 is attached.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-421-00-293-001-0-XXX

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

BUDGETARY IMPACT:
NO BUDGETARY IMPACT.

Attachments

Link: Texas Local Government Code

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/18/2009 05:02 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	09/21/2009 10:20 AM	APRV
3	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Rachel Cavazos — Started On: 09/18/2009 04:24 PM

Final Approval Date: 09/25/2009

LOCAL GOVERNMENT CODE

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

§ 86.001. ELIGIBILITY TO SERVE AFTER BOUNDARY CHANGE. A person who has served as the constable of a precinct for 10 or more consecutive years before a change is made in the boundaries of the precinct is not ineligible for reelection in the precinct because of residence outside the precinct if the constable's residence is within the boundaries of the precinct as they existed before the change.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.002. OATH; BOND. (a) Before entering on the duties of office, a person who is elected to the office of constable must execute a bond with two or more good and sufficient sureties or with a solvent surety company authorized to do business in this state. The bond must be payable to the governor and the governor's successors in office and conditioned that the constable will faithfully perform the duties imposed by law. The bond must be approved by the commissioners court of the county. The commissioners court shall set the bond in an amount of not less than $500 or more than $1,500.

(b) A person who is elected constable must also take and sign the constitutional oath of office. The oath shall be endorsed on the bond, together with the certificate of the officer who administers the oath. The bond and oath must be deposited and recorded in the office of the clerk of the county court.

(c) The bond is not void on the first recovery but may be sued on from time to time in the name of an injured party until the whole amount of the bond is recovered.

(d) A person who is elected or appointed to the office of constable and who has given the necessary bond and taken the oath of office may immediately perform the duties of the office. The acts of the constable are as valid in law as if the constable were commissioned.

(e) Repealed by Acts 1995, 74th Leg., ch. 683, § 1, eff. Aug. 28, 1995.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 683, § 1, eff. Aug. 28, 1995.

Amended by:

Acts 2005, 79th Leg., Ch. 1094, § 18, eff. September 1, 2005.

§ 86.0021. QUALIFICATIONS; REMOVAL. (a) A person is not eligible to serve as constable unless:

(1) the person is eligible to be licensed under Sections 1701.309 and 1701.312, Occupations Code, and:

(A) has at least an associate's degree conferred by an institution of higher education accredited by an accrediting organization recognized by the Texas Higher Education Coordinating Board;

(B) is a special investigator under Article 2.122(a), Code of Criminal Procedure; or

(C) is an honorably retired peace officer or honorably retired federal criminal investigator who holds a certificate of proficiency issued under Section 1701.357, Occupations Code; or

(2) the person is an active or inactive licensed peace officer under Chapter 1701, Occupations Code.

(b) On or before the 270th day after the date a constable takes office, the constable shall provide, to the commissioners court of the county in which the constable serves, evidence that the constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

(c) The license requirement of Subsection (b) supersedes the license requirement of Section 1701.302, Occupations Code.

Added by Acts 1997, 75th Leg., ch. 884, § 3, eff. Jan. 1, 1998. Amended by Acts 1999, 76th Leg., ch. 877, § 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.821, eff. Sept. 1, 2001.

Amended by:

Acts 2005, 79th Leg., Ch. 954, § 1, eff. June 18, 2005.

§ 86.003. NEW BOND; REMOVAL. (a) If any of the sureties of a constable dies, permanently moves from this state, becomes insolvent, or is released from liability as provided by law or if the commissioners court determines that the bond of the constable is insufficient, the court shall issue a citation that requires the constable to appear at a time set in the citation, after the 10th day but on or before the 30th day after the date the citation is issued, in order to execute a new bond with good and sufficient surety.

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office by the judge of the district court in the manner provided by law for the removal of county officers.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

SUBCHAPTER B. DEPUTIES

§ 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) A reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, § 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.822, eff. Sept. 1, 2001.

SUBCHAPTER C. POWERS AND DUTIES

§ 86.021. GENERAL POWERS AND DUTIES. (a) A constable shall execute and return as provided by law each process, warrant, and precept that is directed to the constable and is delivered by a lawful officer. Notices required by Section 24.005, Property Code, relating to eviction actions are process for purposes of this

section that may be executed by a constable.

(b) A constable may execute any civil or criminal process throughout the county in which the constable's precinct is located and in other locations as provided by the Code of Criminal Procedure or by any other law.

(c) A constable expressly authorized by statute to perform an act or service, including the service of civil or criminal process, citation, notice, warrant, subpoena, or writ, may perform the act or service anywhere in the county in which the constable's precinct is located.

(d) Regardless of the Texas Rules of Civil Procedure, all civil process may be served by a constable in the constable's county or in a county contiguous to the constable's county, except that a constable who is a party to or interested in the outcome of a suit may not serve any process related to the suit.

(e) The constable shall attend each justice court held in the precinct.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 13(a), eff. Aug. 28, 1989; Acts 1997, 75th Leg., ch. 884, § 1, eff. Jan. 1, 1998.

§ 86.022. POWER TO SUMMON RESIDENT ASSISTANCE. (a) If a constable encounters resistance in the execution of any lawful process or in the arrest of an offender, the constable may call for assistance any resident of the county who is convenient.

(b) A person who fails or refuses to obey a call for assistance may, on the motion of the constable, be fined by a justice of the peace in the manner provided for contempt. The amount of the fine may not exceed $10. The person who is accused of not providing assistance must be given three days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.023. COLLECTION LIABILITY. If, for collection, a constable receives a bond, bill, note, or account from any person and the constable gives a receipt in an official capacity for the instrument or account, the constable and the constable's sureties are liable under the constable's bond for the amount collected if the constable fails to pay the amount on demand to the person for whom the constable made the collection.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.024. FAILURE TO EXECUTE PROCESS. (a) If a constable fails or refuses to execute and return according to law a process, warrant, or precept that is lawfully directed and delivered to the constable, the constable shall be fined for contempt before the court that issued the process, warrant, or precept on the motion of the person injured by the failure or refusal. This section does not apply to actions brought under or that could have been brought under Chapter 34, Civil Practice and Remedies Code.

(b) The fine shall be set at not less than $10 or more than $100, with costs. The fine shall be for the benefit of the injured person. The constable must be given 10 days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 421, § 6, eff. September 1, 2007.

§ 86.025. UNFINISHED BUSINESS. If a constable vacates the office for any reason, all unfinished business shall be transferred to the succeeding constable and completed in the same manner as if the successor had begun the business.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

AI-17672 **18.A.**

Planning Department

CC REGULAR

Date:	09/29/2009
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

1. Preliminary Approval of Subdivision Plat:
a. La Tierra De Rosa Subdivision – Pct. 4 (Erik Cavazos)
b. Salvador Estates Subdivision – Pct. 4 (Salvador Centeno)

2. Final Approval of Subdivision Plat:
a. Rancho Hernandez Subdivision – Pct. 3 (Ruben Hernandez)
b. Canuck Village Subdivision – Pct. 1 (Paul Daniec)
c. Estate One Subdivision – Pct. 1 (Rosa Campos)
d. Viva Las Vegas Phase II Subdivision – Pct. 4 (Richard Garza)
e. Tierra Bendita Expressway Heights Subdivision – Pct. 1 (Kyle Bennett)

BACKGROUND

Fiscal Impact

Attachments

Link: La Tierra De Rosa - Preliminary
Link: La Tierra De Rosa;Plat
Link: Salvador Estates - Preliminary
Link: Salvador Estates;Plat
Link: Rancho Hernandez - Final
Link: Rancho Hernandez;Plat
Link: Canuck Village
Link: Canuck Village;Plat
Link: Estate One - Final
Link: Estate One;Plat
Link: Viva Las Vegas2 Subd. - Final
Link: Viva Las Vegas 2;Plat
Link: Tierra Bendita Exwy. Heights - Final
Link: Tierra Bendita;Plat

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:39 AM	APRV
2	Olga Garza	Olga Garza	09/24/2009 02:06 PM	APRV
3	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Nora Cavazos Started On: 09/23/2009 02:31 PM

Final Approval Date: 09/25/2009

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: September 29, 2009

RE: **La Tierra De Rosa Subdivision – Pct. 4**
Preliminary Approval

La Tierra De Rosa Subdivision is a one (1) lot subdivision located on the North side of El Rosio Road approximately 2000 feet East from US Highway 281.

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 June 30, 2009. The proposed subdivision lies within a Zone "C & A" as per FEMA's FIRM.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Arturo Garcia, PE and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by the City of Edinburg. There is an existing two (2) inch waterline on El Rosio Road that will serve as the primary source of water for the proposed development.

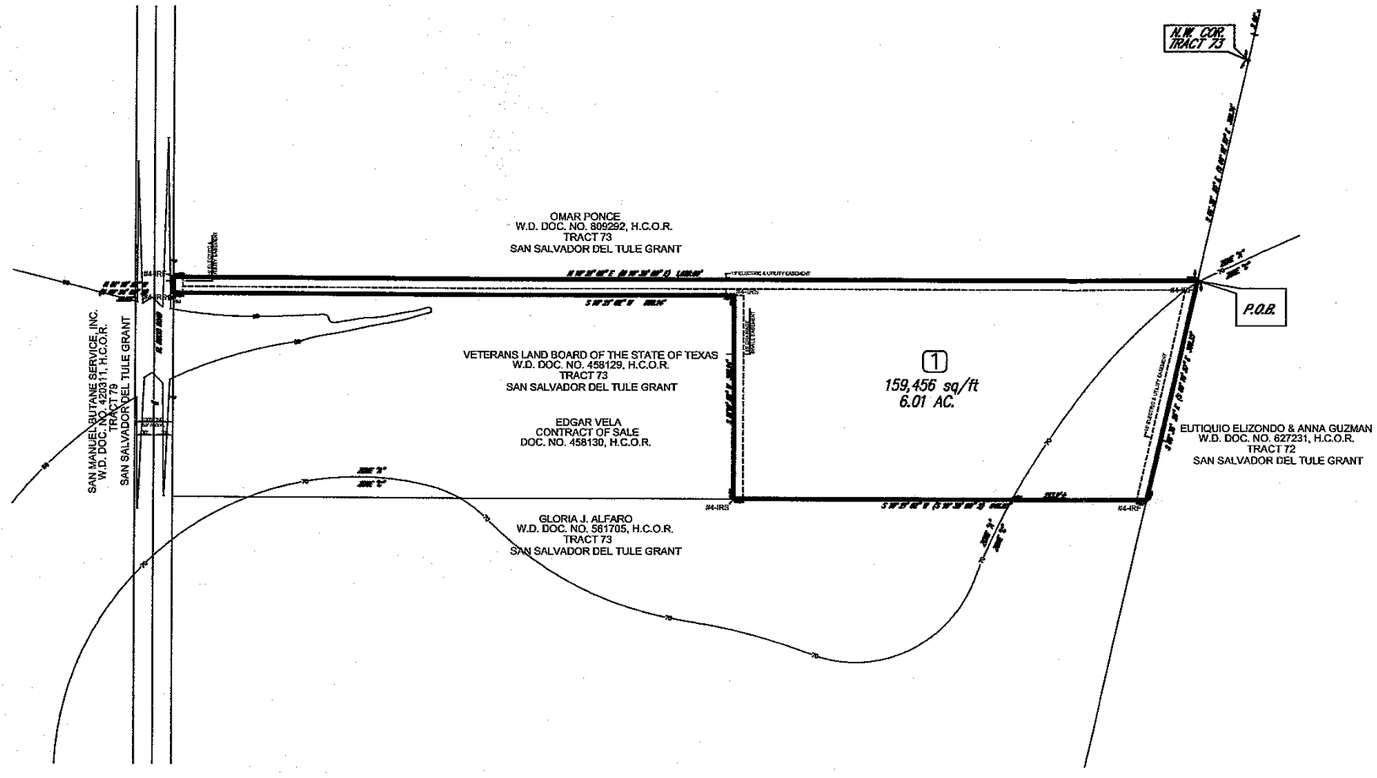
The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **September 28, 2009** subject to staff comments and future recommendations by Planning and other departments.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **La Tierra De Rosa 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
		09-11-09	JRT
A	**2ND SHEET COMMENTS:** Please correct water engineering water service description. How is it that you are proposing a 1 ½ inch water service line reducing it to the same size going in to the water meter box?		
B	Please correct soil texture on OSSF engineering report to coincide with original soil evaluation report.		



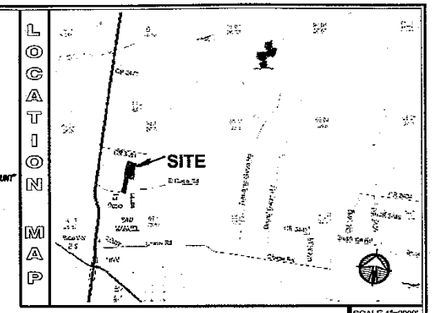
SCALE: 1"=100'

BASIS OF BEARINGS AS PER GPS NAD 83 TEXAS SOUTH ZONE

(US SURVEY FEET)

- ○ IRF #5 IRON ROD FOUND
- ○ IRS #5 IRON ROD SET WITH PLASTIC CAP STAMPED "MELDEN & HUNT"
- "PKNail" COTTON PICKER SPINDLE SET
- R.O.W. RIGHT OF WAY
- P.O.B. POINT OF BEGINNING
- U.E. UTILITY EASEMENT
- P PROPERTY LINE
- L LOT LINE
- C.O.E. CITY OF EDINBURG
- B.M. BENCH MARK

LOCATION MAP



SCALE 1"=2000'

GENERAL PLAT NOTES & RESTRICTIONS

THE FOLLOWING LISTED PLAT NOTES AND RESTRICTIONS ARE TRANSLATED INTO SPANISH AS SHOWN ON THE SECOND SHEET OF THIS PLAT:
LAS NOTAS IDENTIFICADAS EN ESTA PAGINA ESTAN TRADUCIDAS A ESPAÑOL EN LA SEGUNDA PAGINA DE ESTA SUBDIVISION.

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: **ZONES " A " & " C "**
ZONE A - AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARDS NOT DETERMINED. ZONE C - AREAS OF MINIMAL FLOODING (NO SHADING). COMMUNITY-PANEL NUMBER: **480334 0125 B;** MAP REVISED: **JANUARY 2, 1981.**

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS;
FRONT: 35 FEET,
REAR: 15 FEET OR EASEMENT WIDTH WHICHEVER IS GREATER IN ALL CASES
SIDE: 6 FEET OR EASEMENT WIDTH WHICHEVER IS GREATER IN ALL CASES

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT, APPLICATION FOR CONSTRUCTION IS REQUIRED PRIOR TO OCCUPYING THE LOT.

4. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR ALL LOTS WITHIN THE SUBDIVISION AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME OF DEVELOPMENT PERMIT APPLICATION.

5. BENCHMARK NOTE: SET IN POWER POLE LOCATED AT SOUTHEAST CORNER OF SAID PROPERTY ON NORTH RIGHT-OF-WAY. **ELEVATION 74.49** NGVD 1929

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No.1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 6,113 CUBIC FEET (0.1403 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS; BY DEPRESSED YARD AREAS IN SWALES PARALLEL TO THE PROPERTY LINES IN ACCORDANCE WITH HIDALGO COUNTY CRITERIA.

7. DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALES OR UTILITY EASEMENTS. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE OF FOR THE MAINTENANCE OF THE SWALE.

8.-ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A.OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY.
A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B.EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 0.50 ACRE LOT AREA WITH POTABLE WATER SUPPLY
C.OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT
D.SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM BASED ON SITE VISITS AND SOIL REPORT INFORMATION DATE MAY 16, 2009.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

9.-EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICAL AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10.- ERIK R. CAVAZOS, THE OWNER & SUBDIVIDER OF **LA TIERRA DE ROSA SUBDIVISION,** RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No.2 OF THIS PLAT.

11. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

12. NO PERMANENT STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES NATURE HEIGHT, GRASS, GROUND COVER OR FLOWERS) AND OTHERS OBSTRUCTIONS AFFECTING THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.0 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT. AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

14. LEGEND "o" DENOTES 1/2" IRON ROD SET FOR ALL LOT CORNERS.

METES AND BOUNDS

A Tract of land containing 6.01 acres, situated in Hidalgo County, Texas, being part or portion of a certain 12.57-acre tract out of TRACT 73, SAN SALVADOR DEL TULE GRANT, according to the plat thereof recorded in Volume 10, Pages 58, Hidalgo County Map Records, said 6.01 acres also being more particularly described as follows:

BEGINNING at a No. 4 rebar found on the North line of said TRACT 73 for the Northwest corner of said 12.57-acre tract and the Northwest corner of this tract, said No. 4 rebar bears South 66° 35' 25" East (South 66° 18' 27" East) a distance of 356.34 feet from the Northwest corner of said TRACT 73;

THENCE, South 86° 35' 25" East (South 66° 18' 27" East) along the North line of said TRACT 73 and said 12.56-acre tract a distance of 356.33 feet to a No. 4 rebar found for the Northeast corner of said 12.57-acre tract and Northeast corner of this tract;

THENCE, South 10° 21' 02" West (South 10° 38' 00" West) along the East line of said 12.57-acre tract, a distance of 646.05 feet to a No. 4 rebar set for the Easternmost Southeast corner of this tract;

THENCE, North 81° 10' 58" West a distance of 322.24 feet to a No. 4 rebar set for an inside corner of this tract;

THENCE, South 10° 21' 02" West a distance of 886.14 feet to a No. 4 rebar set on the South line of said TRACT 73 and said 12.57-acre tract for the Southernmost Southeastern corner of this tract;

THENCE, North 81° 10' 58" West (North 80° 54' 00" West) along the South line of said TRACT 73 and said 12.57-acre tract, a distance of 25.00 feet to a No. 4 rebar found for the Southwest corner of this tract;

THENCE, North 10° 21' 02" East (North 10° 38' 00" East) along the West line of said 12.57-acre tract, a distance of 1,622.00 feet to the **POINT OF BEGINNING** and containing 6.01 acres of land more or less.

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **LA TIERRA DE ROSA SUBDIVISION** WAS REVIEWED AND APPROVED BY THE HIDALGO RIGHT OF WAY DEPARTMENT ON _____, 2009.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR _____ **DATE**

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFIED THAT THIS PLAT OF **LA TIERRA DE ROSA SUBDIVISION** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 2009.

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR _____ **DATE**

STATE OF TEXAS
COUNTY OF HIDALGO

HIDALGO COUNTY DRAINAGE DISTRICT No.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211 (C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS

_____
HIDALGO COUNTY DRAINAGE DISTRICT No.1 **BY:** _____

STATE OF TEXAS
COUNTY OF HIDALGO

CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE §232.028(a) WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **LA TIERRA DE ROSA SUBDIVISION** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON THIS THE____ DAY_____, 2009 A.D.

_____ ATTEST:_____
HIDALGO COUNTY JUDGE **HIDALGO COUNTY CLERK**

DATE:_____ DATE:_____

COUNTY CLERK'S RECORDING CERTIFICATE

I,_____, COUNTY CLERK OF HIDALGO, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORDING AT_____O'CLOCK_____ON THE ___DAY, OF_____, 2009 A.D. I FURTHER CERTIFY THAT THE AFOREMENTIONED PLAT WAS RECORDED IN VOLUME_____PAGE(S)_____OF THE MAP RECORDS OF HIDALGO COUNTY AT_____A.P.M. ON THE_____OF_____, 2009 A.D.

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED.

_____
CHAIRPERSON, PLANNING AND ZONING COMMISSION

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, **ARTURO GARCIA JR.,** A REGISTERED PROFESSIONAL ENGINEER IN THE **STATE OF TEXAS,** DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AS HEREIN SHOWN.

_____
ARTURO GARCIA, JR., PE # 69356
ARTURO GARCIA ENGINEERING SERVICES, PLLC
DATE:_____
600 E. BEAUMONT AVE. SUITE-3
McALLEN, TEXAS 78501
PHONE (956) 630-3340
FAX (956) 630-3868

STATE OF TEXAS
ARTURO GARCIA JR.
69356
REGISTERED PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, **FRED L. KURTH,** A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

_____
FRED L. KURTH, R.P.L.S. #4750
DATE SURVEYED: NOVEMBER 11, 2006
MELDEN & HUNT, INC.
115 WEST McINTYRE
EDINBURG, TEXAS 78541
TEL: (956) 381-0981
FAX: (956) 381-1839

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
I, ERIK R. CAVAZOS, AS OWNER OF THE 6.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED **LA TIERRA DE ROSA SUBDIVISION ,** HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____
ERIK R. CAVAZOS **DATE**
912 NORTH 4TH AVENUE
EDINBURG, TEXAS 78541

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, **ERIK R. CAVAZOS** PERSONALLY APPEARED AND PROVED, THROUGH HER DEPARTMENT OF PUBLIC SAFETY DRIVER'S LICENSE, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, FURTHERMORE, AFTER BEING DULY SWORN BY ME, SHE DECLARED THAT THE STATEMENTS CONTAINED THEREIN ARE TRUE AND CORRECT, AND ACKNOWLEDGED THAT SHE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREBY EXPRESSED. ALL GIVEN UNDER MY HAND AND SEAL OF OFFICE DATED.
THIS THE_____DAY OF_____, 2009 A.D.

_____
NOTARY PUBLIC FOR THE STATE OF TEXAS MY COMMISSION EXPIRES ON:_____

SUBDIVISION PLAT OF

LA TIERRA DE ROSA SUBDIVISION

HIDALGO COUNTY, TEXAS

A 6.01 **ACRE TRACT** LAND OUT **OF** A 12.57 TRACT OF **LAND OUT OF** TRACT 73, SAN SALVADOR DEL TULE GRANT, **HIDALGO COUNTY, TEXAS,** VOLUME 10, PAGE 58, H.C.M.R.

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY, STATE, & ZIP CODE	PHONE	FAX
OWNER/DEV.	ERIK R. CAVAZOS	912 NORTH 4TH AVENUE	EDINBURG, TEXAS 78541	(956) 357-4355	
ENGINEER	ARTURO GARCIA, JR	P.O. BOX 4326	McALLEN, TEXAS 78502-4326	(956) 630-3340	(956) 630-3868
SURVEYOR	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TEXAS 78541	(956) 381-0981	(956) 381-1839

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
LA TIERRA DE ROSA SUBDIVISION IS LOCATED IN NORTH HIDALGO COUNTY NORTH OF EL RUCIO ROAD 2,000 FEET EAST FROM THE EAST RIGHT-OF-WAY OF US HIGHWAY 281. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 58,448). **LA TIERRA DE ROSA SUBDIVISION** LIES APPROXIMATELY BEYOND 3 MILES FROM THE CITY LIMITS (AND IS OUTSIDE THE 2 OR 5 MILE EXTRATERRITORIAL JURISDICTION (E.T.J.) UNDER LOCAL GOVERNMENT CODE § 42.021, CODE § 212.001 AND LIES IN PRECINCT No.4.

SHEET 1 Data--North arrow--Math Scale--Heading--Legal description--Location Map and ETJ--Principal contacts--INDEX--Title & seal--Signature Layout--Owner & Engineer--Surveyor dedication, certification, and acknowledgment--Notary block--Engineer's certificate--Engineer dedication--City of Edinburg Planning and Zoning Certification--Right-of-Way Dept.--Health Dept. Certificate--County certificate--County clerk's recording certificate --Revision Notes--

SHEET 2 Final Engineering Report, including Description of Water and Sanitary Sewer (English--Spanish Versions), Legend, Description of Drainage and Drainage swales, Map of Topography and Engineering Flood Certification Soil Evaluation, Revision Notes--Prepared by Arturo Garcia Engineering PLLC.--Sheet Number

INDEX

GARCIA ENGINEERING SERVICES, PLLC — CIVIL ENGINEERING CONSULTANT
P.O. BOX 4326, McALLEN, TEXAS 78502-4326 — PH. (956) 630-3340, FAX (956) 287-4534

PROJECT NAME	*LA TIERRA DE ROSA SUBDIVISION*
PROJECT LOCATION	*HIDALGO COUNTY, TEXAS*
PLANS FOR	*PLAT*
REVISIONS	
DRAWN BY: A.G.	CHECKED BY:
APPROVED: A.G.	PROJECT No: *CAVAZOS*
SCALE: *1"=100'*	SHEET: 1 OF 2
BOOK: T-1	PAGE:

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: September 29, 2009

RE: **Salvador Estates Subdivision – Pct. 4**
Preliminary Approval

Salvador Estates Subdivision is a two (2) lot subdivision located on the South side of Mile 18 North Road approximately 800 feet East of North 3rd Street.

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 March 30, , 2009. The proposed subdivision lies within a Zone "AH" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty (20) feet on Mile 18 North Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Raul E. Garcia, PE and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing three (3) inch waterline on Mile 18 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 **September 28, 2009** subject to staff comments and future recommendations by Planning and other departments.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Salvador Estates 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
		09-22-09	JRT
A	**1ST SHEET COMMENTS:** Minimum lot frontage for lot 2 shall be at 65 feet.		
B	A 20 foot drainage swale easement is required along the south property line of lots one and two to provide storm drainage onsite detention.		
C	**2ND SHEET COMMENTS:** **PLEASE CORRECT WATER AND OSSF ENGINEER REPORT BEFORE FINAL APPROVAL. MAKE SURE REPORTS COINCIDES WITH COUNTY SPECIFICATIONS. REFER TO PREVIOUS REVIEW ATTACHED SAMPLE REPORTS.**		
D	Soil report does not coincide with original soil evaluation report done by Mr. Garcia.		
E	All modification on water and OSSF engineering report need to reflect on Spanish engineering reports.		
F	Please verify with NAWSC if they will required for developer to extend the existing water line east to property line inside the proposed 15' NAWSC exclusive easements.		
G	Verify that subdivider certificate and statement coincides with OSSF engineering report.		
H	Make sure all comments on first sheet are address to reflect in all 3 sheets.		
I	**3RD SHEET COMMENTS:** Please provide down drain to the existing drainage ditch by via type "C" inlet inside the 20' drainage swale along the south rear lot line of lot 2 connecting with an 18" RCP and concrete head to provide positive outfall to drain ditch. Refer to red line markups for sample drain ditch cross section detail.		
J	As per drainage report; please verify if detention calculation will change or remain the same, now with new required modification of adding the type "C" inlets inside the drainage swales. If detention calculations do change please prepare a new drainage report and resubmit to the HCDD#1 for approval.		
K	Also please show existing residence along the west adjacent adjoiner and verify if the house is not encroaching inside the propose lot 2.		

METES AND BOUNDS DESCRIPTION FOR A 5.00 ACRE TRACT

A 5.00 acre tract of land being the east 5.00 of the west 10.00 acres of the east 20.00 acres of Lot 12, Section 256, Texas Mexican Railway Company's Subdivision as recorded in Volume 2, Page 29, Map Records, Hidalgo County, Texas, also being that certain tract described in Warranty Deed recorded in Document # 512765, Official Records, Hidalgo County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at a set cotton picker spindle on the centerline of Mile 18 North Road also being the north line of said Lot 12, Section 256, for the northwest corner of herein described tract. Said point bears S 80° 55' 00" E 825.00 feet from a found three quarter inch pipe at the centerline intersection of said Mile 18 North Road and North 3rd Street being the northwest corner of said Lot 12, Section 256.

THENCE S 80° 55' 00" E 165.00 feet along said centerline of Mile 18 North Road also being the north line of said Lot 12, Section 256, to a set cotton picker spindle for the northeast corner of herein described tract.

THENCE S 09° 05' 00" W parallel to the west line of said Lot 12, Section 256, pass at 20.00 feet a set one-half inch iron rod being the south Right-of-Way line of said Mile 18 North Road, pass at 1,245.00 feet a set one-half inch iron rod and continuing for a total distance of 1,320.00 feet to a point on the south line of said Lot 12, Section 256, for the southeast corner of herein described tract.

THENCE N 80° 55' 00" W 165.00 feet along said south line of Lot 12, Section 256, to a point for the southwest corner of herein described tract.

THENCE N 09° 05' 00" E parallel to the west line of said Lot 12, Section 256, pass at 75.00 feet a set one-half inch iron rod, pass at 1,300.00 feet a set one-half inch iron rod being the south Right-of-Way line of said Mile 18 North Road, continuing for a total distance of 1,320.00 feet to the point of beginning and containing 5.00 acres of land, more or less.

LEGEND :

F – FOUND 1/2"ø IRON ROD
S – SET 1/2"ø IRON ROD
F_1 – FOUND COTTON PICKER SPINDLE
S_1 – SET COTTON PICKER SPINDLE
F_2 – FOUND 3/4" IRON PIPE
N – UNABLE TO SET MONUMENTATION

NORTH

SCALE: 1"=60'

BEARINGS BASED ON RECORD BEARINGS OF: GUERRA ACRES SUBDIVISION, AS RECORDED IN VOL. 54, PAGE 187-189, H.C.M.R.

SUBDIVISION PLAT OF SALVADOR ESTATES SUBDIVISION

A 5.00 acre tract of land being the east 5.00 of the west 10.00 acres of the east 20.00 acres of Lot 12, Section 256, Texas Mexican Railway Company's Subdivision as recorded in Volume 2, Page 29, Map Records, Hidalgo County, Texas, also being that certain tract described in Warranty Deed recorded in Document # 512765, Official Records, Hidalgo County, Texas

DATE: MARCH 13, 2009

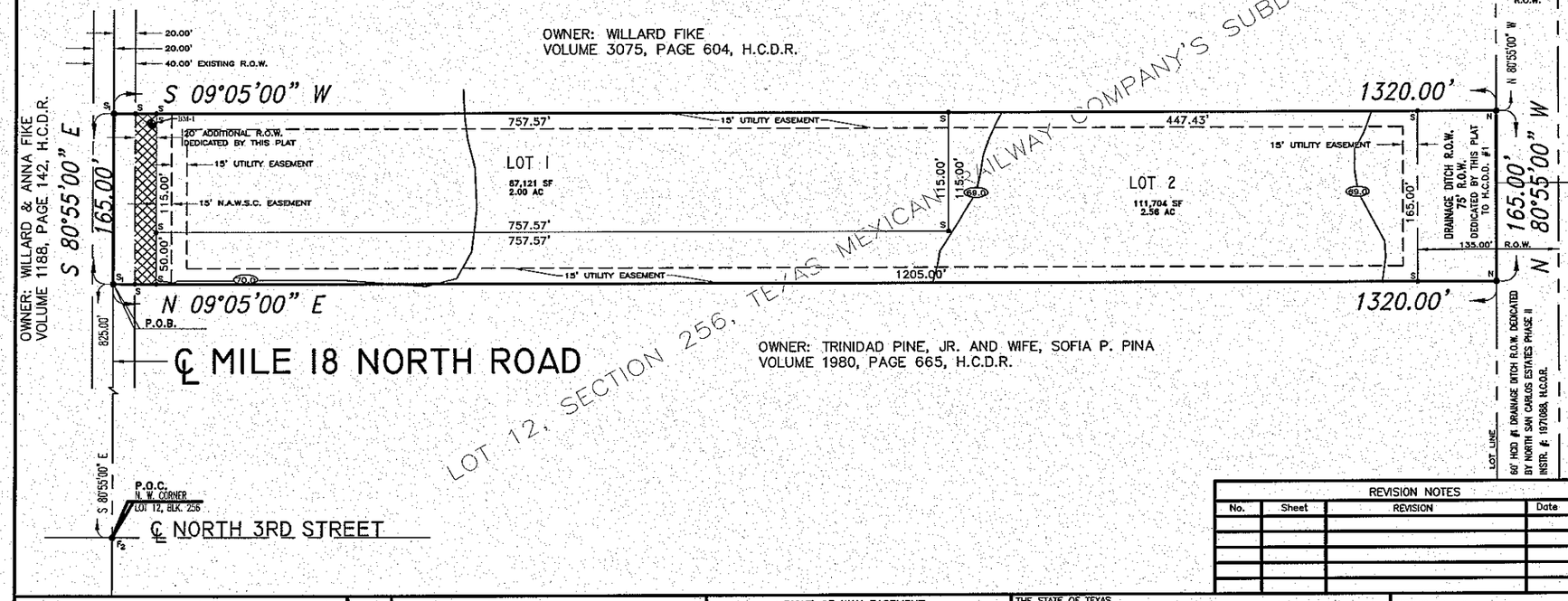
SCALE IN FEET 0 60' 120' 180'

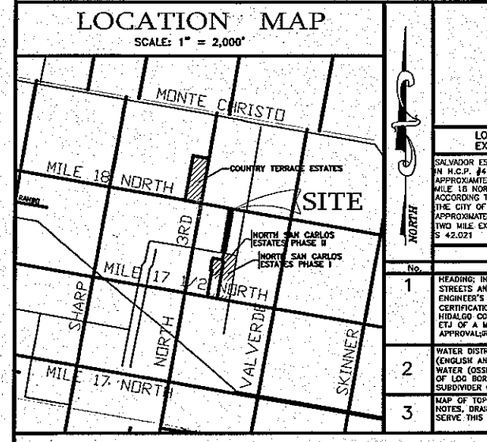
SCALE: 1"--- 60'

ENGINEER: R.E. Garcia

R.E. GARCIA & ASSOCIATES

PREPARED BY: R.E. GARCIA & ASSOCIATES
116 NORTH 12TH AVENUE EDINBURG, TEXAS 78539 PHONE (956) 381-1061 FAX: 381-1280





PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "AH"
ZONE "AH" FLOOD DEPTHS OF 1 TO 3 FEET (USUALLY AREAS OF PONDING) BASE FLOOD ELEVATIONS DETERMINED.
ELEVATIONS: 73.00
COMMUNITY-PANEL NO. 480334 0335 D EFFECTIVE DATE: MAY 17, 2001 OF THE FEDERAL EMERGENCY MANAGEMENT ACT MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFY AN AREA AS SHOWN ON THIS PLAT WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
FRONT: 50.00 FEET OR MILE 18 NORTH ROAD
REAR: 15.00 FEET OR EASEMENT, WHICHEVER IS GREATER
SIDE: 5.00 FEET OR EASEMENT WHICHEVER IS GREATER

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVALS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT

4. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE AT OR ABOVE 73.00. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY FIRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. BENCHMARK NOTE: THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
BM--1 ELEV. 91.31 N.G.V.D. 83
A BRASS DISK SET IN A 6" I.D. CONCRETE BLOCK APPROXIMATELY 35.00 FEET SOUTH AND 10.00 FEET WEST OF THE NORTH EAST CORNER OF LOT 1 OF THIS SUBDIVISION.

6. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 4.1M CUBIC-FEET (0.0937 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (REQ. BASED ON 5-YR STORM SEWER IMPROVEMENTS.)

7. DRAINAGE SWALE EASEMENTS NOTE: NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT, EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, OR OBSTRUCTIONS OF VEGETATION OF ANY KIND THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

8. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL/MULTIFAMILY USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTED MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

9. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:
1. ANCHORAGE OF SEPTIC TANK(S)
2. BACK FLOW PREVENTER
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL.

10. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

11. SALVADOR CENTENO & ESPERANZA ALCALA, THE OWNERS & SUBDIVIDERS OF SALVADOR ESTATES SUBDIVISION, RESERVE AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF OR THE LOT AS DESCRIBED ON SHEET NO.2 OF THIS PLAT.

12. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

13. EACH PURCHASER/ CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN & STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

14. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES, BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

15. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND COST PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

16. ALL LOTS IN SALVADOR ESTATES SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN SALVADOR ESTATES SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF SALVADOR ESTATES SUBDIVISION, THEIR ASSIGNS AND ANY SUBSEQUENT OWNERS OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT AR RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE OWNER OF HIDALGO, TEXAS ("COUNTY") AND HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND/OR DRAINAGE DISTRICT ARE ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND/OR MAINTENANCE COSTS FROM THE LOT OWNER(S) IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR THE DRAINAGE OF THE LOTS COMPRISING SALVADOR ESTATES SUBDIVISION BECAUSE OF AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A PLATTING SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL, AND ACTUALLY SERVICING ALL LOTS IN SALVADOR ESTATES SUBDIVISION, THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND AUTHORITY (AND EACH LOT OWNER, BY ACCEPTANCE OF A DEED TO LOTS IN SALVADOR ESTATES SUBDIVISION ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY TO RELEASE THE DRAINAGE EASEMENT DEPICTING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

LOCATION MAP

SCALE: 1" = 2,000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

SALVADOR ESTATES SUBDIVISION IS LOCATED IN SOUTH CENTRAL HIDALGO COUNTY N H.C.P. &4 ON THE SOUTH SIDE OF NORTH MILE 18 NORTH ROAD, APPROXIMATELY 825 FEET EAST OF THE INTERSECTION OF NORTH 3RD ROAD & MILE 18 NORTH ROAD. THE NEAREST MUNICIPALITY IS THE CITY OF EDINBURG. ACCORDING TO THE OFFICIAL MAP LOCATED IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (62,735), SALVADOR ESTATES SUBDIVISION LIES APPROXIMATELY 3 1/2 MILE FROM THE CITY LIMITS AND IS OUTSIDE THE CITY'S TWO MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE S 42.021

INDEX OF SHEETS

No.	DESCRIPTION
1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS AND EASEMENT DESIGNATION; METES & BOUNDS; SURVEYOR'S & ENGINEER'S CERTIFICATION; PLAT NOTES & RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY APPROVAL DESCRIPTION OF LOCATION WITH RESPECT TO THE ETJ OF A MUNICIPALITY; H.C.D.D. APPROVAL; H.C.H.W. APPROVAL; H.C.H.D. APPROVAL; IRRIGATION DISTRICT APPROVAL; REVISION NOTES
2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH); SAMPLE OF LOG BORE FOR OSSF SYSTEM. TYPICAL WATER SERVICE CONNECTION; SUBDIVIDER CERTIFICATE AND STATEMENT
3	MAP OF TOPOGRAPHY & DRAINAGE WITH ENGINEER'S CERTIFICATION, REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT

PRINCIPAL CONTACTS:

NAME:	ADDRESS:	CITY & ZIP	PHONE #/ FAX #:
OWNER: ESPERANZA ALCALA	P.O. BOX 881	LA BLANCA, 78558	464-4406 / 484-0136
ENGINEER: RAUL E. GARCIA	116 N. 12TH	EDINBURG, 78539	381-1061 / 381-1280
SURVEYOR: RAUL E. GARCIA	116 N. 12TH	EDINBURG, 78539	381-1061 / 381-1280

SHEET NO. 1 OF 3 SHEETS

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 is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above-mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline so relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

In witness whereof the said grantor executed this instrument this _____ day of _____ 2009.

JOSE SANDOVAL, PARTNER

OWNER'S CERTIFICATION, DEDICATION, & ATTESTATION

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, SALVADOR CENTENO & ESPERANZA ALCALA, AS OWNER OF THE 5.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SALVADOR ESTATES SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET AND EASEMENTS SHOWN HEREON. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS WILL MEET THE MINIMUM STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS OR SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS;
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS WILL MEET THE MINIMUM STATE STANDARDS;

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

SALVADOR CENTENO
P.O. BOX 881
LA BLANCA, TEXAS 78558

ESPERANZA ALCALA
P.O. BOX 881
LA BLANCA, TEXAS 78558

THE STATE OF TEXAS X
COUNTY OF HIDALGO X

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY APPEARED SALVADOR CENTENO & ESPERANZA ALCALA KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____ 20__.

My Commission Expires: _____

Notary Public in and for Hidalgo County, Texas

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK __M, ON _____, AND WAS RECORDED IN INSTRUMENT #: _____ OF THE MAP RECORDS OF HIDALGO COUNTY.

_____
HIDALGO COUNTY CLERK

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SALVADOR ESTATES 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 SALVADOR ESTATES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

APPROVAL BY IRRIGATION DISTRICT #1:

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT No. 1, ON THIS ___DAY OF _____ A.D. 200__.

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. ALSO, THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THE DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCID #1 RIGHT-OF-WAYS OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE HCID #1.

PRESIDENT — SECRETARY

APPROVAL BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE §49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

BY: _____
DISTRICT MANAGER

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE SALVADOR ESTATES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, _____.

HIDALGO COUNTY JUDGE — DATE

ATTEST: _____
HIDALGO COUNTY CLERK — DATE

THE STATE OF TEXAS COUNTY OF HIDALGO

I, RAUL E. GARCIA, REGISTERED PROFESSIONAL ENGINEER AND REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND FURTHER CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN APPLIED TO THIS PLAT.

REGISTERED PROFESSIONAL ENGINEER # 84790 — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR #4204

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: September 29, 2009

RE: **Rancho Hernandez Subdivision– Pct. 3**
Final Approval

Rancho Hernandez Subdivision is a four (4) lot subdivision located on the South side of Mile 4 Road approximately 323 feet West of Bienestar Road.

The proposed Subdivision lies within the City of McAllen 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 November 13, 2006. The proposed subdivision lies within a Zone "C" as per FEMA's FIRM.

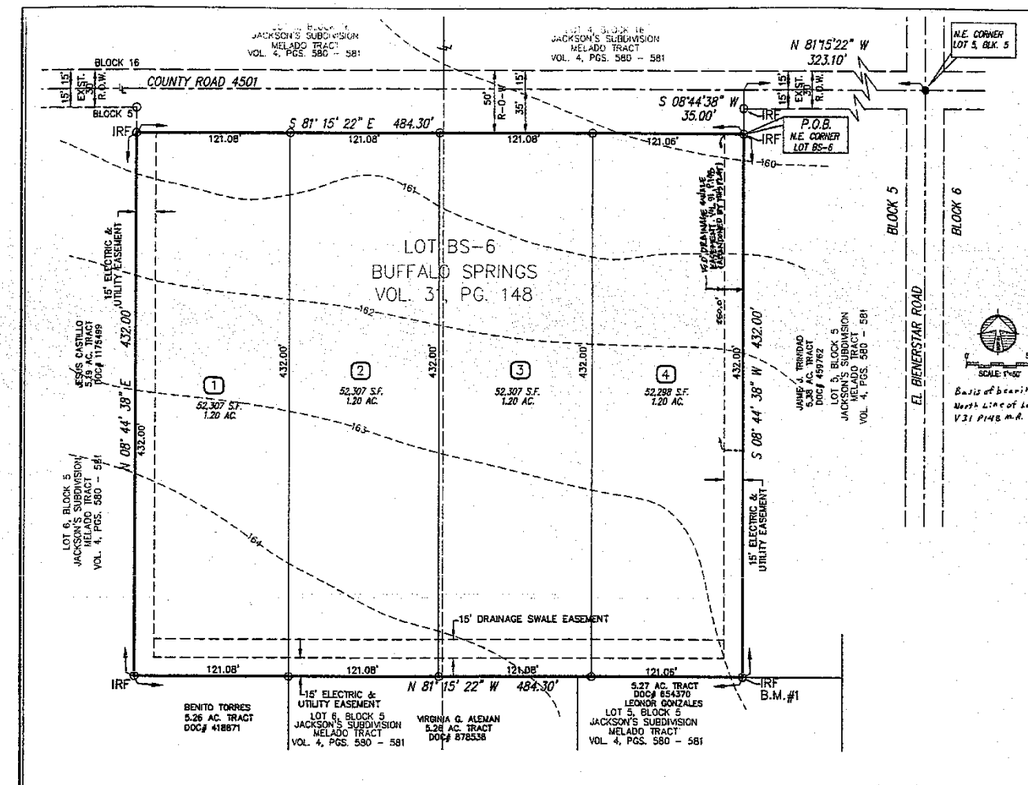
The proposed subdivision plat will dedicate twenty (20) feet on 4 Mile Line Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis were conducted by Isaac Mata and approved by the Hidalgo County Environmental Health Department. All septic tank systems have been installed, inspected and can be expected to function satisfactorily.

Water Services will be provided by Sharyland Water Supply Corporation. There is an existing four (4) inch waterline on Mile 4 Road that will serve as the primary source of water for the proposed development.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on July 22, 2008. 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 **September 15, 2009.**



GENERAL PLAT NOTES & RESTRICTIONS

1. **FLOOD ZONE STATEMENT: FLOOD ZONE DESIGNATION: ZONE "X" (UNSHADED) DEFINED AS AREAS DETERMINED TO BE OUTSIDE 500-YR. FLOODPLAIN** COMMUNITY-PANEL NUMBER 480334 0300 D MAP REVISED: JUNE 6, 2000 FLOOD INSURANCE RATE MAP ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR INCORPORATED AREAS OF HIDALGO COUNTY, TEXAS.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. **SETBACKS:**
FRONT: 45.00 FEET, OR IN LINE WITH EXISTING STRUCTURES, WHICHEVER IS GREATER
REAR: 20 FEET, OR EASEMENT WIDTH WHICHEVER IS GREATER IN ALL CASES
SIDE: 10 FEET, OR EASEMENT WIDTH WHICHEVER IS GREATER IN ALL CASES 15 FEET FOR WEST SIDE OF LOT 1 AND EAST SIDE OF LOT 4 OR EASEMENT WIDTH WHICHEVER IS GREATER.

3. **GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:**
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL) APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT FOR NEW CONSTRUCTION.

4. **MINIMUM FINISH FLOOR NOTE:**
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CROWN OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD AREA AT THE TIME FOR APPLICATION FOR CONSTRUCTION, TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AND ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. **BENCHMARK NOTE: B.M. #1:** IRON ROD SET IN CONCRETE IN THE SOUTHEAST CORNER OF THE PROPERTY. ELEV. = 162.85' (NGVD 1929).
B.M. #2: 3 1/4"-INCH BRASS MONUMENT CAP ON 30-INCH ALUMINUM PIPE, LOCATED 0.9-MILES EAST OF CONWAY ROAD CENTERLINE AND 39-FEET SOUTH OF THE CENTERLINE OF MONTE CRISTO ROAD, AND 7.0-FEET EAST OF AN EXISTING POWER POLE. ELEV. = 158.33' (NAVD 88)

6. **DRAINAGE:**
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No.1 AND HIDALGO COUNTY REQUIREMENTS. THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 5.227 CUBIC FEET, 0.1200 ACRE-FEET OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS; BY DEPRESSED YARD AREAS AT FRONT AND REAR OF LOT AS HEREIN INDICATED. (1,307 C.F. / 0.0300 AC. FT. PER LOT)

7. **DRAINAGE SWALE EASEMENTS NOTE:**
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALES OR UTILITY EASEMENTS. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNERS SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE DRAINAGE SWALE.

8. A 4.0' SIDEWALK IS REQUIRED ALONG THE SOUTH SIDE OF COUNTY ROAD 4501, BY THE LOT OWNERS, WITHIN CITY OF McALLEN.

9. A 5.0' BUFFER IS REQUIRED BETWEEN RESIDENTIAL AND COMMERCIAL USES / ZONES, TO BE CONSTRUCTED BY LOT OWNER, WITHIN CITY OF McALLEN.

10. AN ENGINEERING DETENTION PLAN APPROVED BY THE ENGINEERING DEPARTMENT IS REQUIRED PRIOR TO ISSUANCE OF BUILDING PERMIT, WITHIN CITY OF McALLEN.

11. **ON-SITE SEWAGE FACILITIES (OSSF) NOTE:** THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A.-OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE AND MULTIFAMILY USE.

B.-EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 0.50 ACRE LOT AREA WITH POTABLE WATER SUPPLY

C.-OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D.-SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY ALSO BE SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM BASED ON SITE VISITS AND SOIL REPORT INFORMATION DATE JUNE 9, 2008.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

12. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

13. JUBEN HERNANDEZ, THE OWNER & SUBDIVIDER OF RANCHO HERNANDEZ SUBDIVISION, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No.2 OF THIS PLAT.

14. NO PERMANENT STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES NATURE HEIGHT, GRASS, GROUND COVER OR FLOWERS) AND OTHER OBSTRUCTIONS AFFECTING THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

15. LEGEND "o" DENOTES 1/2" IRON ROD SET FOR ALL LOT CORNERS.

16. AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

17. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.0 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

18. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICAL AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

19. THE PROPERTY COVERED BY THIS SUBDIVISION PLAT IS SUBJECT TO THAT CERTAIN COVENENANT AGAINST REAL PROPERTY BETWEEN RUBEN HERNANDEZ AND MARIA PETRA HERNANDEZ AND THE CITY OF MCALLEN EXECUTED ON JUNE 16, 2009 AND RECORDED IN THE FOLLOWING INSTRUMENT DOCUMENT NO. 2009360 OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

INDEX

SHEET 1 | Date–North arrow–Main Scale–Heading–Legal description–Location Map and ETJ–Principal contacts–INDEX–Prop & exist Subdivision Layout–Metes & Bounds–Notes–Owner dedication, certification, and attestation–Notary public–P & Z Commission–Survey certificate–Engineer certificate–Drainage dedication–Health Department Certificate–County certificate–County clerk's recording certificate–Revision Notes–Hidalgo County Right-of-way Certificate–

SHEET 2 | Final Engineering Report, including Description of Water and Sanitary Sewer (English–Spanish Versions), Legend, Description of Drainage and Drainage swales, Map of Topography and Engineering Flood Certification Revision Notes–Prepared by Arturo Garcia Engineering PLLC.–Sheet Number

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY, STATE, & ZIP CODE	PHONE	FAX
OWNER(S):	RUBEN HERNANDEZ	RT. 13 BOX 398	EDINBURG, TX 78541	(956)566-0097	
	MARIA PETRA HERNANDEZ	RT. 13 BOX 398	EDINBURG, TX 78541	(956)566-0097	
ENGINEER:	ARTURO GARCIA JR.	P.O. BOX 4582	McALLEN, TEXAS 78502	(956) 630-3340	(956) 287-4634
SURVEYOR:	PABLO PENA, III	P.O. BOX 4320	McALLEN, TEXAS 78502	(956) 682-8512	(956) 631-7340

LEGEND

○ IRF	IRON ROD FOUND
○	IRON ROD SET
R.O.W.	RIGHT OF WAY
P.O.B.	POINT OF BEGINNING
U.E.	UTILITY EASEMENT
℄	PROPERTY LINE
℄	LOT LINE
B.M.	BENCH MARK
D.R.H.C.	DEED RECORDS HIDALGO COUNTY

LEGAL DESCRIPTION

A 4.80 acre tract being Lot BS-6, Buffalo Springs, Hidalgo County, Texas as per map thereof recorded in Volume 31, Page 148, of the Map Records of said County; said 4.80 acres being more particularly described by metes and bounds as follows:

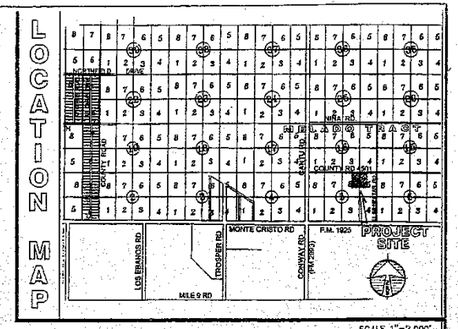
BEGINNING at a five-eighths (5/8) inch diameter iron rod found at the Northwest corner Lot BS-6; for the Northwest corner hereof;

THENCE with the North line of said Lot, the South Right of Way of Existing County Road 4501, South 81° 15' 22" East, 484.30 feet to a five-eighths (5/8) inch diameter iron rod found for the Northeast corner hereof;

THENCE with the East line of said Lot, South 08° 44' 38" West 432.00 feet to a one-half (1/2) inch diameter iron rod found for the Southeast corner hereof;

THENCE with the South line of said Lot, North 81° 15' 22" West, 484.30 feet to a five-eighths (5/8) inch diameter iron rod found for the Southwest corner hereof;

THENCE with the West line of said Lot, North 08° 44' 38" East 432.00 feet to the PLACE OF BEGINNING, containing four and eighty hundredths (4.80) acres, more or less.



SCALE 1"=2,000'

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, ARTURO GARCIA JR., A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AS HEREIN SHOWN.

3-26-09
DATE

ARTURO GARCIA, JR., PE # 69356
ARTURO GARCIA ENGINEERING SERVICES, PLLC
P.O. BOX 4582
McALLEN, TEXAS 78502
PHONE (956) 630-3340
FAX (956) 287-4634

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, PABLOR PENA, III, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

3-26-09
DATE

PABLO PENA, III, RPLS # 5342
DATE SURVEYED: 03-26-2009
REGISTERED PROFESSIONAL LAND SURVEYOR
P.O. BOX 4320
McALLEN, TEXAS 78502
(956) 682-8512

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

WE, RUBEN HERNANDEDEZ & MARIA PETRA HERNANDEZ AS OWNER OF THE 4.80 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED **RANCHO HERNANDEZ SUBDIVISION**, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERMENT CODE 232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTES 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.
WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

RUBEN HERNANDEZ
RT. 13 BOX 398
EDINBURG, TX 78541

MARIA PETRA HERNANDEZ
RT. 13 BOX 398
EDINBURG, TX 78541

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED **RUBEN HERNANDEZ & MARIA PETRA HERNANDEZ** PROVED TO ME THROUGH HIS OR 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 STATEMENT THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE OR SHE EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE DATED THIS THE 4 DAY OF May, 2009.

NOTARY PUBLIC FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 8/8/12

RICARDO VALVERDE JR.
Notary Public, State of Texas
My Commission Expires
August 08, 2012

STATE OF TEXAS
HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE §232.028(a)
WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **RANCHO HERNANDEZ SUBDIVISION** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON THIS THE____ DAY_____, 2009 A.D.

HIDALGO COUNTY JUDGE — DATE

ATTEST:
HIDALGO COUNTY CLERK — DATE

COUNTY CLERK'S RECORDING CERTIFICATE

I,_____, COUNTY CLERK OF HIDALGO, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORDING AT_____O'CLOCK_____ ON THE____DAY, OF_____, 2009 A.D. I FURTHER CERTIFY THAT THE AFOREMENTIONED PLAT WAS RECORDED IN VOLUME_____,PAGE(S)_____, OF THE MAP RECORDS OF HIDALGO COUNTY AT_____A./P.M. ON THE____OF_____, 2009 A.D.

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **RANCHO HERNANDEZ SUBDIVISION** WAS REVIEWED AND APPROVED BY THE HIDALGO RIGHT OF WAY DEPARTMENT ON_____, 2009.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **RANCHO HERNANDEZ SUBDIVISION** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON_____, 2009.

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY: **RANCHO HERNANDEZ SUBDIVISION** IS LOCATED IN SOUTHWESTERN PART OF HIDALGO COUNTY AT 323 FEET EAST FROM THE INTERSECTION OF EL BIENESTAR ROAD AND COUNTY ROAD 4501, NEARBY MUNICIPALITY IS THE CITY OF McALLEN (POPULATION 123,622). ACCORDING TO THE OFFICIAL MAP THE SUBDIVISION LIES APPROXIMATELY 4.8 MILES FROM THE CITY LIMITS (AND IS INSIDE THE 5 MILE EXTRATERRITORIAL JURISDICTION (E.T.J.) UNDER LOCAL GOVERNMENT CODE § 212.001 LIES WITHIN PRECINCT NUMBER 3.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, MAYOR OF THE CITY OF McALLEN, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTES OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR, CITY OF McALLEN
DATE: 6-19-09

CITY SECRETARY
DATE: 6-19-09

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF McALLEN, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN PLANNING COMMISSION

6-29-09
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

HIDALGO COUNTY DRAINAGE DISTRICT No.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211 (C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS

HIDALGO COUNTY DRAINAGE DISTRICT No.1 — BY:_____

FINAL PLAT OF

RANCHO HERNANDEZ SUBDIVISION

HIDALGO COUNTY, TEXAS.

BEING A SUBDIVISION OF 4.80 ACRE TRACT OF LAND BEING ALL OF LOT BS-6, BUFFALO SPRINGS SUBDIVISION ACCORDING TO PLAT RECORDED IN VOLUME 31, PAGE 148, HIDALGO COUNTY MAP RECORD

ARTURO GARCIA ENGINEERING SERVICES, PLLC — CIVIL ENGINEERING CONSULTANT
P.O. BOX 4582, McALLEN, TEXAS 78502 — PH. (956) 630-3340, FAX (956) 287-4634

PROJECT NAME:	RANCHO HERNANDEZ SUBDIVISION
PROJECT LOCATION:	HIDALGO COUNTY, TEXAS
PLANS FOR:	SUBDIVISION PLAT
REVISIONS	
DRAWN BY: A.G.	CHECKED BY: A.G.
APPROVED: A.G.	PROJECT No: 0.001
BOOK: T-1	PAGE:
DATE: 04/04/2005.	SHEET: 1 or 2

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: September 29, 2009

RE: **Canuck Village Subdivision– Pct. 1**
Final Approval

Canuck Village is a fifty one (51) lot subdivision located on the Northwest intersection of Mile 2 West Road and Mile 12 North Road.

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 November 21, 2008. The proposed subdivision lies within a Zone "X & AE" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty (20) feet on Mile 12 North Road and ten (10) feet on Mile 2 West 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 were conducted by Rene Barrera, P.E. and approved by the Hidalgo County Environmental Health Department. All septic tank systems have been installed, inspected and can be expected to function satisfactorily.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Mile 12 Road that will serve as the primary source of water for the proposed development.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on March 31, 2009. 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 **September 28, 2009.**

SUBDIVISION MAP OF

CANUCK VILLAGE

HIDALGO COUNTY, TEXAS

BEING A 28.76 ACRE TRACT OUT OF LOT 2007, NORTH CAPISALLO DISTRICT LLANO GRANDE GRANT, VOLUME 2, PAGES 7-20, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I (WE), PAUL DANIEC, AS OWNER(S) OF THE 28.76 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED CANUCK VILLAGE SUBDIVISION, HEREBY THE LAND AS DEPICTED IN THE SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET, PARK AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET , THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE OF TEXAS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

DANIEC LAND & CATTLE CO., INC. DATE:
PAUL DANIEC
P.O. BOX 3663
EDINBURG, TEXAS 78540

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED THE PERSON OR PERSONS, 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 CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20___.

NOTARY PUBLIC IN AND FOR HIDALGO COUNTY, TEXAS
EXPIRATION DATES: _____

STATE OF TEXAS
COUNTY OF HIDALGO

I, RENE BARRERA, P.E., A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, LICENSE NUMBER TX. 86862, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION,

RENE BARRERA, P.E.
LICENSED PROFESSIONAL ENGINEER No. 86862

STATE OF TEXAS
COUNTY OF HIDALGO

I, JOSE MARIO GONZALEZ, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

JOSE MARIO GONZALEZ, R.P.L.S.
REG. PROFESSIONAL LAND SURVEYOR #5571

STATE OF TEXAS
CITY OF WESLACO

I, _____, THE MAYOR OF THE CITY WESLACO, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT WAS REVIEWED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF WESLACO ON _____.

MAYOR, CITY OF WESLACO DATE

STATE OF TEXAS
CITY OF WESLACO

I, _____, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT WAS REVIEWED AND APPROVED BY THE PLANNING AND ZONING COMMISSION ON _____.

CHAIRMAN DATE
PLANNING AND ZONING COMMISSION

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OR THE DISTRICT ADOPTED UNDER TEX. WATER CODE SECTION 49.216). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

BY: _____ DATE: _____

GENERAL PLAT NOTES:

1. SETBACK LINES ARE AS FOLLOWS:
FRONT FOR LOTS FACING MILE 12 N. ROAD - 40.0'
FRONT FOR LOTS FACING MILE 2 W. ROAD - 50.0'
FRONT - 25.0' OR EASEMENT WIDTH, WHICHEVER IS GREATER
SIDE - 6.0' OR EASEMENT WIDTH WHICHEVER IS GREATER
REAR - 15.0' OR EASEMENT WIDTH WHICHEVER IS GREATER

2. FLOOD ZONE STATEMENT:
AREAS OF THIS TRACT OF LAND LIE IN THE FOLLOWING FLOOD ZONES:
-ZONE "X"(SHADED) DEFINED AS : AREAS OF 500-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM THE 100-YEAR FLOOD
-ZONE "X" (NOT SHADED) DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN
-ZONE "AE"-SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100-YEAR FLOOD WHERE BASE FLOOD ELEVATIONS HAVE BEEN DETERMINED
FIRM 480334 0450 C
MAP REVISED JUNE 6, 2000. (REVISED TO REFLECT LOMR 05/30/02)
BASE FLOOD ELEVATION DETERMINED TO BE ELEVATION=60.00

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 1965. (42 U.S.C. SECTIONS 4001 THROUGH 4127)

3. MINIMUM FINISHED FLOOR ELEVATION SHALL BE AT ELEVATION = 62.00 OR GREATER. (2 FEET ABOVE BASE FLOOD ELEVATION)

ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

4. LANDS CONTAINED WITHIN THIS SUBDIVISION ARE NOT LOCATED WITHIN A 150.0 FOOT RADIUS FROM A POTABLE WATER DRINKING WELL.

5. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENTS. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

6. DRAINAGE : IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO RETAIN A TOTAL OF 85,305 CUBIC FEET, OR 1.96 AC-FT OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH LOCAL REQUIREMENTS WILL BE ACCOMPLISHED BY MEANS DESCRIBED ON DRAINAGE REPORT ON SECOND SHEET.

7. BENCHMARK: AN IRON ROD, APPROXIMATELY 3 FEET NORTH AND EAST OF THE NORTHEAST CORNER OF BRIDGE AT MILE 12 1/2 NORTH ROAD AND EAST LATERAL DRAIN. (ELEVATION = 59.93) (DATUM: N.G.V.D. 1929)
LOCAL BENCHMARK IS A COTTON PICKER SPINDLE FOUND AT THE SOUTHWEST CORNER OF THIS SUBDIVISION LYING ON CENTERLINE OF MILE 12 NORTH RD.. (ELEV.=60.26')(DATUM; N.G.V.D. 1929)
LOCAL BENCHMARK

8. OSSF NOTE: THIS SUBDIVISION SHALL USE ON -SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPERATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL AND MULTIFAMILY.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.
E. APPROVED OSSF PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

9. SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITHIN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NO BE LIMITED TO THE FOLLOWING ITEMS:
1. ANCHORING OF SEPTIC TANKS
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL.

10. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED IN LOTS 18-51 (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

11. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL, & MULTIFAMILY USE AT TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN, AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH THE COUNTY & STATE STANDARDS.

12. DANIEC LAND AND CATTLE CO., THE OWNERS & SUBDIVIDERS OF CANUCK SUBDIVISION, RETAIN AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOTS AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.

13. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT WITHIN THE SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

14. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF IS FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AND EASEMENT.

15. DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

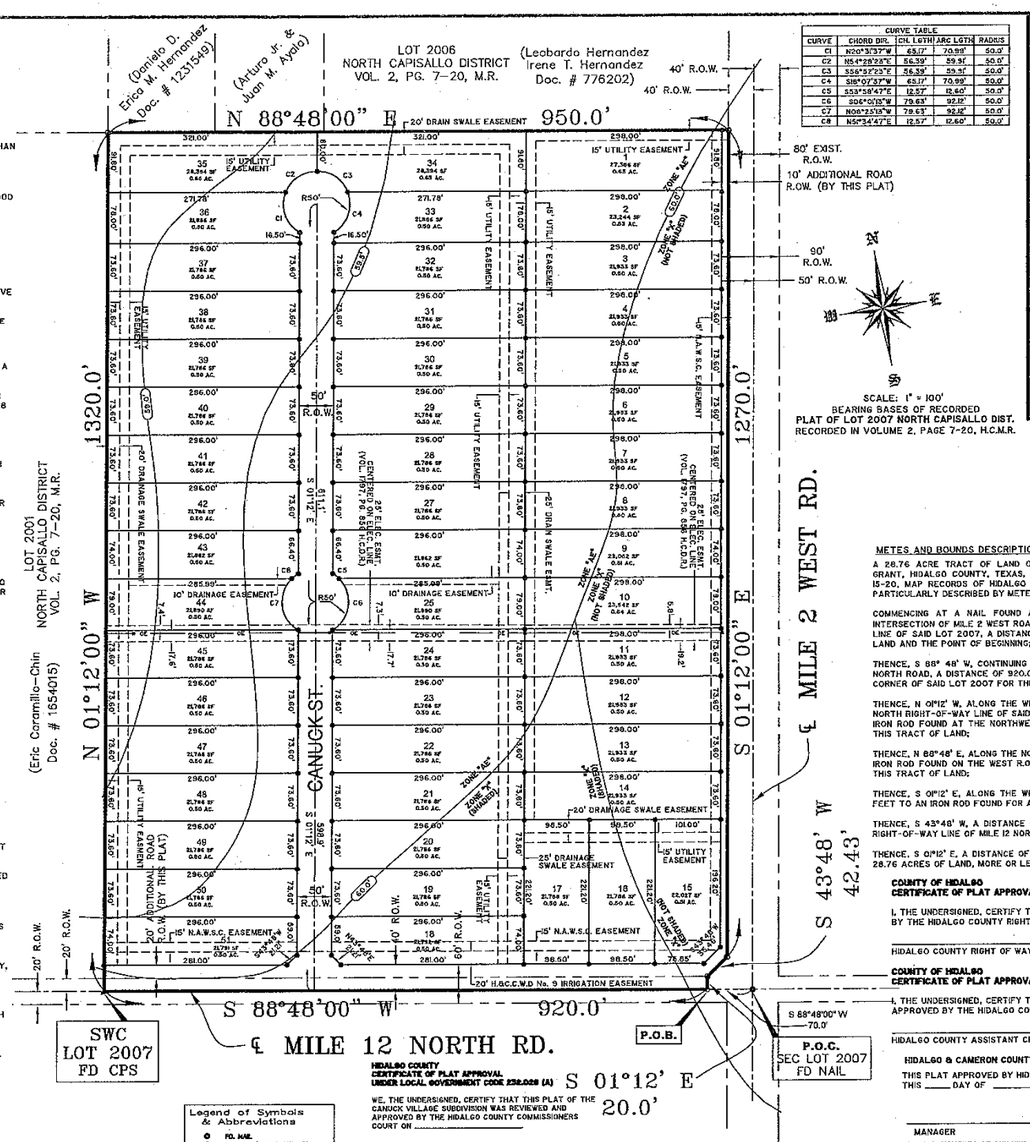
16. LOTS 18 & 51 SHALL HAVE NO ACCESS ONTO MILE 12 NORTH ROAD.

17. ALL LOTS IN CANUCK VILLAGE SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN CANUCK VILLAGE SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF CANUCK VILLAGE SUBDIVISION THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND / OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING CANUCK VILLAGE SUBDIVISION BECAUSE AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN CANUCK VILLAGE SUBDIVISION THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN CANUCK VILLAGE SUBDIVISION ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

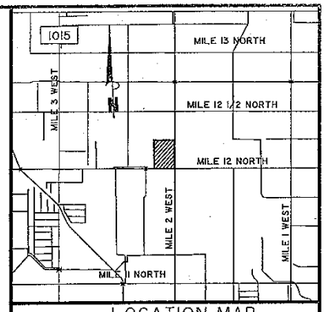
18. NO INDIVIDUAL LOT DRIVEWAY ACCESS WILL BE ALLOWED FROM MILE 2 WEST ON TO LOTS 1 THROUGH 14. A 24 FOOT SHARE DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED BY DEVELOPER BETWEEN LOTS 1 & 2, 3 & 4, 5 & 6, 7 & 8, 9 & 10, 11 & 12, 13 & 14 TO PROVIDE INGRESS AND EGRESS FROM MILE 2 WEST.

19. NEW 20' HCCID #9 IRRIGATION EASEMENT ON NORTH SIDE OF MILE 12 NORTH ROAD FOR RELOCATION OF EXISTING LINE AND ABANDONMENT OF EXISTING 30' EASEMENT.

PRINCIPAL CONTACTS:	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	PAUL DANIEC	P.O. BOX 3663	EDINBURG, TX 78540	956-867-4964
ENGINEER:	RENE BARRERA, P.E.	700 N. 10TH ST., STE. 300	McALLEN, TX. 78504	956-687-3355
SURVEYOR:	JOSE MARIO GONZALEZ,RPLS	8207 MATEO ESCOBAR	MONTE ALTO, TX. 78538	956-380-5184



CURVE TABLE				
CURVE	CHORD DIR.	CH. LGTH	ARC LGTH	RADIUS
C1	N20°37'37"W	65.71'	70.98'	50.0'
C2	N54°28'23"E	56.39'	59.5'	50.0'
C3	S34°53'23"E	56.39'	59.5'	50.0'
C4	S15°07'37"W	65.71'	70.98'	50.0'
C5	S53°58'47"E	12.57'	12.60'	50.0'
C6	S06°05'5"W	79.63'	92.15'	50.0'
C7	N00°12'15"W	79.63'	92.15'	50.0'
C8	N54°34'47"E	12.57'	12.60'	50.0'



LOCATION MAP
SCALE:1"=3000'

PREPARED BY: BARRERA INFRASTRUCTURE GROUP, INC.
DATE PREPARED: 02/15/07
DATE SURVEYED: 11/15/03

PLAT SHEET 1 of 3

SCALE: 1" = 100'
BEARING BASES OF RECORDED PLAT OF LOT 2007 NORTH CAPISALLO DIST. RECORDED IN VOLUME 2, PAGE 7-20, H.C.M.R.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

CANUCK SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 1, IN EASTERN HIDALGO COUNTY AND IS FURTHER LOCATED AT THE NORTHWEST INTERSECTION OF MILE 2 WEST ROAD AND MILE 12 NORTH ROAD, ACCORDING TO THE OFFICIAL MAP IN THE OFFICES OF HIDALGO COUNTY. THE SUBDIVISION LIES APPROXIMATELY 3.75 MILES FROM THE CITY LIMITS OF WESLACO, IT IS WITHIN THE FIVE MILE EXTRATERRITORIAL JURISDICTION OF WESLACO UNDER LOCAL GOVERNMENT CODE 212.001 (WESLACO POPULATION IS 26,935 AS PER 2000 CENSUS DATA)

METES AND BOUNDS DESCRIPTION

A 28.76 ACRE TRACT OF LAND OUT OF LOT 2007, NORTH CAPISALLO DISTRICT LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 2, PAGES 2-13 AND PAGES 15-20, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 28.76 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A NAIL FOUND AT THE SOUTHEAST CORNER OF LOT 2007, ALSO BEING THE INTERSECTION OF MILE 2 WEST ROAD AND MILE 12 NORTH ROAD, THENCE S 88°48' W, WITH THE SOUTH LINE OF SAID LOT 2007, A DISTANCE OF 70.0 FEET TO THE SOUTHEAST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE, S 88° 48' W, CONTINUING WITH SAID SOUTH LINE, ALSO BEING THE CENTERLINE OF MILE 12 NORTH ROAD, A DISTANCE OF 920.0 FEET TO A COTTON PICKER SPINDLE FOUND AT THE SOUTHWEST CORNER OF SAID LOT 2007 FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, N 01°12' E, ALONG THE WEST LINE OF SAID LOT 2007, AT 20.0 FEET PASS THE EXISTING NORTH RIGHT-OF-WAY LINE OF SAID MILE 12 NORTH RAOD, A TOTAL DISTANCE OF 1320.00 FEET TO AN IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID LOT 2007 FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, N 88°48' E, ALONG THE NORTH LINE OF SAID LOT 2007, A DISTANCE OF 950.00 FEET TO AN IRON ROD FOUND ON THE WEST R.O.W. LINE OF MILE 2 WEST ROAD FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, S 01°12' E, ALONG THE WEST R.O.W. OF SAID MILE 2 WEST ROAD, A DISTANCE OF 1270.00 FEET TO AN IRON ROD FOUND FOR AN OUTER CORNER OF THIS TRACT OF LAND;

THENCE, S 43°48' W, A DISTANCE OF 42.43 FEET TO AN IRON ROD FOUND AT THE EXISTING NORTH RIGHT-OF-WAY LINE OF MILE 12 NORTH ROAD FOR AN INNER CORNER OF THIS TRACT OF LAND:

THENCE, S 01°12' E, A DISTANCE OF 20.0 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 28.76 ACRES OF LAND, MORE OR LESS.

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF CANUCK VILLAGE WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, 200__.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF CANUCK VILLAGE WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 200__.

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE

HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT No. 9

THIS PLAT APPROVED BY HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT No. 9 ON THIS ____ DAY OF _____, 200__.

MANAGER DATE

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H&CCID. NO. 9 RIGHT-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H&C.C.I.D. NO. 9.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE 232.028 (A)

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF THE CANUCK VILLAGE 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:

I, _____ 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 _____ SHEET _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK ____M ON _____.

HIDALGO COUNTY CLERK

Legend of Symbols & Abbreviations

●	FD. NAIL
○	FOUND 1/2 INCH IRON ROD
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
S.W.C.	SOUTHWEST CORNER
S.E.C.	SOUTHEAST CORNER
▲	FD. CPS
●	SET 1/2 INCH IRON ROD

NORTH ALAMO WATER SUPPLY NOTE

KNOW ALL MEN BY THESE PRESENT, THAT THE UNDERSIGNED OWNER(S) OF THE PROPERTY SHOWN ON THE PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL, AND LAY AND THEREAFTER USE, OPERATE, INSPECT , REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSES FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY, OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTERLINE THEREOF BEING THE PIPELINE AS RELOCATED.

NORTH ALAMO WATER SUPPLY NOTE CONTINUED

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS.

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT ON THIS _____ DAY OF _____, 20 _____.

DANIEC LAND & CATTLE CO., INC.
PAUL DANIEC

BARRERA INFRASTRUCTURE GROUP, INC. ENGINEERING CONSULTING CIVIL ENGINEERS
7001 N. 10th Street, Ste. 300
McAllen, Texas 78504
956-687-3355
956-992-8801 (FAX)

INDEX OF SHEETS

NO.	DESCRIPTION
1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATION; METES AND BOUNDS; SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION; COUNTY CLERK RECORDING CERTIFICATE; HIDALGO COUNTY APPROVAL; DESCRIPTION OF LOCATION WITH RESPECT TO THE ETJ OF A MUNICIPALITY; H.C.I.D. APPROVAL; IRRIGATION DISTRICT APPROVAL; CITY APPROVAL; HIDALGO COUNTY HEALTH & R.O.W. DEPT. APPROVAL.
2	ENGINEERS REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER; ENGINEER'S CERTIFICATION, WATER DETAILS, MAP OF WATER DISTRIBUTION SYSTEM; MAP OF OSSF.
3	DRAINAGE REPORT; MAP OF TOPOGRAPHY AND DRAINAGE WITH ENGINEER'S CERTIFICATION; PAVING AND DRAINAGE DETAILS.

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: September 29, 2009

RE: **Estate One Subdivision– Pct. 1**
Final Approval

Estate One Subdivision is a two (2) lot subdivision located on the Northeast of Mile 6 ½ West Road and Mile 11 North Road.

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 January 23, 2009. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate forty (40) feet on Mile 11 North Road and twenty (20) feet on Mile 6 West 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 were conducted by Jacobo Garza and approved by the Hidalgo County Environmental Health Department. All septic tank systems have been installed, inspected and can be expected to function satisfactorily.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing four (4) inch waterline on Mile 11 North Road that will serve as the primary source of water for the proposed development.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on March 31, 2009. 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 **September 28, 2009.**

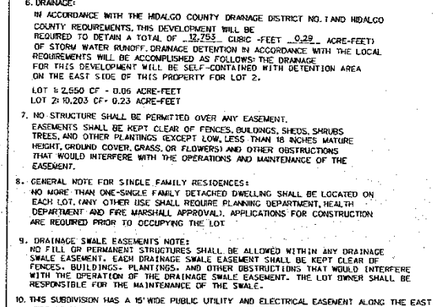
ESTATE ONE SUBDIVISION

A 5.00 ACRE TRACT OF LAND OUT OF FARM TRACT 229, WEST AND ADAMS TRACT SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGES 34-37, MAP MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER DOCUMENT NUMBER 315548, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

GENERAL NOTES:

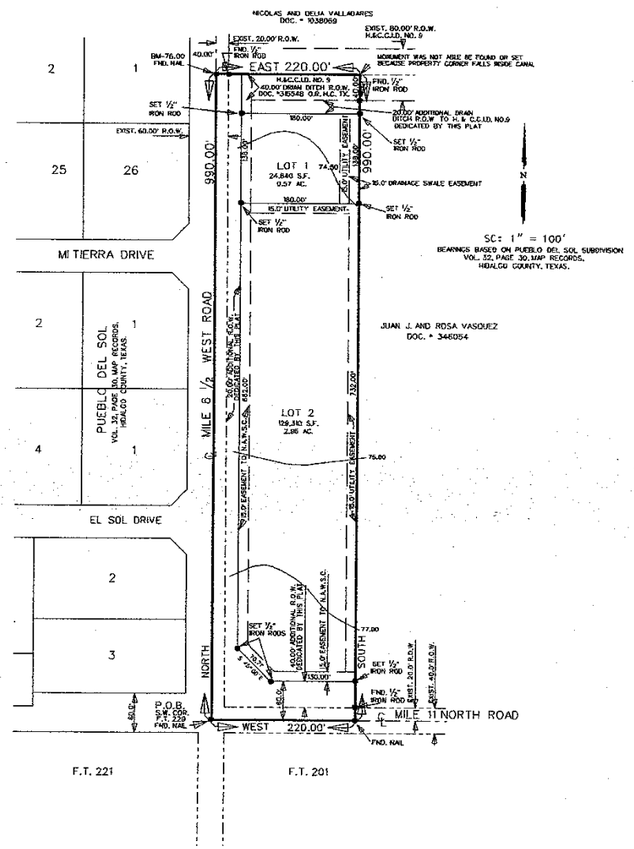
1. MIN. BUILDING SETBACK LINES:
   FRONT 40.0'
   SIDE 6.0' OR EASEMENT WHICH EVER IS GREATER
   REAR 30.0' OR EASEMENT WHICH EVER IS GREATER
2. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
3. ● -DENOTES ½" IRON ROD SET UNLESS OTHERWISE NOTED.
4. BENCHMARK NOTE:
   THE FOLLOWING BENCHMARK ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
   BENCH MARK ELEV. = 76.00', N.G.V.D. 29, NAIL AT NORTHWEST CORNER OF THIS SUBDIVISION.
5. FLOOD ZONE DESIGNATION:
   FLOOD ZONE "X"
   AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
   COMMUNITY-PANEL No. 480334 0450 C
   MAP REVISED: JUNE 6, 2000
   MAP REVISED TO REFLECT LOMR: MAY-30-2002.

   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
6. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO RETAIN A TOTAL OF 12,753 CUBIC -FEET 0.29 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH DETENTION AREA ON THE EAST SIDE OF THIS PROPERTY FOR LOT 2.
   LOT 1: 2,650 CF - 0.06 ACRE-FEET
   LOT 2: 10,203 CF - 0.23 ACRE-FEET
7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
8. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
   NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT
9. DRAINAGE SWALE EASEMENTS NOTE:
   NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.
10. THIS SUBDIVISION HAS A 15' WIDE PUBLIC UTILITY AND ELECTRICAL EASEMENT ALONG THE EAST SIDE OF THIS SUBDIVISION AND A 10' DRAINAGE EASEMENT RUNNING ALONG THE REAR OF THIS LOT.
11. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
    THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES (N ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
    A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE AND MULTI-FAMILY USE.
    B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
    C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT
    D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
    E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
    F. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS:
       1. ANCHORING OF SEPTIC TANK(S)
       2. BACK FLOW VALVES
       3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL
12. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION
13. ROSA CAMPOS.. THE OWNER & SUBDIVIDER OF ESTATE ONE SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.
14. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
15. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.



LOCATION MAP SCALE: 1" = 1000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
THE ESTATE ONE SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 1 IN EAST SIDE OF HIDALGO COUNTY AND AT THE NORTHEAST CORNER OF MILE 6 ½ WEST AND OF MILE 11 NORTH. THE ONLY NEARBY MUNICIPALY IS THE CITY OF WESLACO ACCORDING TO THE MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF WESLACO (POPULATION 31,442/2005 CENSUS), ESTATE ONE SUBDIVISION LIES APPROXIMATELY 18 MILES FROM THE CITY LIMITS OF WESLACO AND LIES WITHIN THE CITY'S 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021.



REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

16. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTI-FAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
17. ALL UTILITY EASEMENTS, ALLEYS AND RIGHT-OF-WAYS SHALL BE PROPERLY MAINTAINED BY OWNER PER CITY REQUIREMENTS.
18. PROVIDE STREET LIGHT AT TIME OF DEVELOPMENT OF SUBDIVISION. (BY DEVELOPER)

METES AND BOUNDS

A 5.00 ACRE TRACT OF LAND OUT OF FARM TRACT 229, WEST AND ADAMS TRACT SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER DOCUMENT NO. 315548, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DSCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A NAIL FOUND AT THE INTERSECTION OF MILE 6 ½ WEST AND MILE 11 NORTH ROAD, FOR THE SOUTHWEST CORNER OF FARM TRACT 229 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE: NORTH, ALONG THE CENTERLINE OF MILE 6 ½ WEST AND THE WEST LINE OF FARM TRACT 229, A DISTANCE OF 990.00 FEET TO A NAIL FOUND FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE: NORTH, PASSING A ½" IRON ROD FOUND AT 20.00 FEET FOR THE EAST R.O.W. LINE OF MILE 6 ½ WEST, A TOTAL DISTANCE OF 220.00 FEET TO A POINT FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE, SOUTH, PASSING A ½" IRON ROD FOUND AT 40.00 FEET FOR THE SOUTH LINE OF A 80.00 FOOT H.C.D.D. NO.1 DRAIN DITCH R.O.W., PASSING A ½" IRON ROD FOUND AT 970.00 FEET FOR THE NORTH R.O.W. LINE OF MILE 11 NORTH ROAD, A TOTAL DISTANCE OF 990.00 FEET TO A NAIL FOUND ON THE SOUTH LINE OF FARM TRACT 229 AND IN THE CENTERLINE OF MILE 11 NORTH ROAD FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE, WEST, ALONG THE SOUTH LINE OF FARM TRACT 229 AND THE CENTERLINE OF MILE 11 NORTH ROAD, A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.00 ACRES OF LAND MORE OR LESS.

LIENHOLDER'S ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF HIDALGO

I, PHIL HARRIS, HOLDER(S) (OR DULY AUTHORIZED OFFICERS OF THE HOLDER(S)) OF A SECURITY INTEREST IN THE ABOVE DESCRIBED PROPERTY, BEING THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE ESTATE ONE SUBDIVISION OF THE CITY OF WESLACO AND HIDALGO COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF THE PROPERTY AS PROVIDED FOR UNDER THE PLAT AND DO HEREBY PROVIDE THAT ANY FORECLOSURE RELATING TO THE SECURITY INTEREST ON THE ABOVE DESCRIBED PROPERTY SHALL BE SUBJECT TO THE PLATTING OF THE PROPERTY AS PROVIDED FOR HEREIN.

SECURITY INTEREST HOLDER

PHIL HARRIS, TRUSTEE
P.O. BOX 8066
WESLACO, TEXAS. 78596

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, PHIL HARRIS, ON THIS DAY PERSONALLY APPEARED KNOW 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 PURPOSED AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20 ____.

NOTARY PUBLIC, FOR THE STATE OF TEXAS

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 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, USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEGIN THE PIPELINE INSTALLED. IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATERLINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS. WHICH EASEMENT HERBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH. THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HERIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN, THUS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR CONVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIES EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGHT FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2009.

OWNER: ROSA CAMPOS

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF ESTATE ONE SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARMENT ON _____, _____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF ESTATE ONE SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARMENT ON _____, _____

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(4)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE ESTATE ONE SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2009.

HIDALGO COUNTY JUDGE — DATE

ATTEST: _____
HIDALGO COUNTY CLERK — DATE

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK ___ M ON _____, AND WAS RECORDED IN BOOK ____, SHEET(S) _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK ___ M _____.

HIDALGO COUNTY CLERK

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	ROSA CAMPOS	RT. 1, BOX 276-6	WESLACO, TEXAS.	(956) 854-8485
ENGINEER:	GUILLERMO A. ARRATIA P.E.	526 N. 5TH ST.	DONNA, TX 78537	(956) 784-0218
SURVEYOR:	HOMERO L. GUTIERREZ	2600 SAN DIEGO	MISSION, TEXAS. 78572	(956) 583-5479

DATE OF PREPARATION: OCTOBER 2008

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET — FIRM NO. F-9050 — PH. (956) 784-0218
DONNA, TEXAS. 78537 — E-MAIL:NAINENGINEERING@YAHOO.COM

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, ROSA CAMPOS
AS OWNER (S) OF THE 5.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED ESTATE ONE SUBDIVISION, I HEREBY THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET. THE MINIMUM STATE STANDARDS.
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET. THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET. THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET. THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

OWNER: ROSA CAMPOS — DATE
RT. 1, BOX 276-6
WESLACO, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, ROSA CAMPOS, ON THIS DAY PERSONALLY APPEARED KNOW 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 PURPOSED AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2009

NOTARY PUBLIC, FOR THE STATE OF TEXAS

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT No. 9
DATED THIS _____ DAY OF _____, 2009

PRESIDENT — DATE

ATTEST: _____
SECRETARY — DATE

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE § 49.211 (c), THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1
BY: _____

I, THE UNDERSIGNED, THE MAYOR OF THE CITY OF WESLACO, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR, CITY OF WESLACO — DATE — CITY SECRETARY — DATE

THIS SUBDIVISION PLAT OF ESTATE ONE SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF WESLACO, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.
DATED THIS _____ DAY OF _____, 2009 A.D.

CHAIRMAN, PLANNING & ZONING COMMISSION

STATE OF TEXAS
COUNTY OF HIDALGO

I, HOMERO L. GUTIERREZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

HOMERO LUIS GUTIERREZ
REGISTERED PROFESSIONAL LAND SURVEYOR No. 2791
2600 SAN DIEGO
MISSION, TEXAS 78572

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, GUILLERMO A. ARRATIA, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER No. 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

SHEET 1 OF 3

INDEX TO SHEET OF ESTATE ONE SUBDIVISION

SHEET 1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; REVISION NOTES; N.& C.C. I.D. NO. 9; H.C.W.I.D. AND H.C.D.D.№1
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY; ENGINEERING REPORT (ENGLISH AND SPANISH VERSION); INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); TYPICAL WATER SERVICE CONNECTION; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
SHEET 3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE; AND ENGINEER'S CERTIFICATION; REVISION NOTES; CONSTRUCTION DETAILS;

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: September 29, 2009

RE: **Viva Las Vegas Phase II Subdivision– Pct. 4**
Final Approval

Viva Las Vegas Phase II is a forty two (42) lot subdivision located on the North side of FM 2812 approximately ½ miles East from Doolittle Road.

The proposed Subdivision lies within the City of Edinburg E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

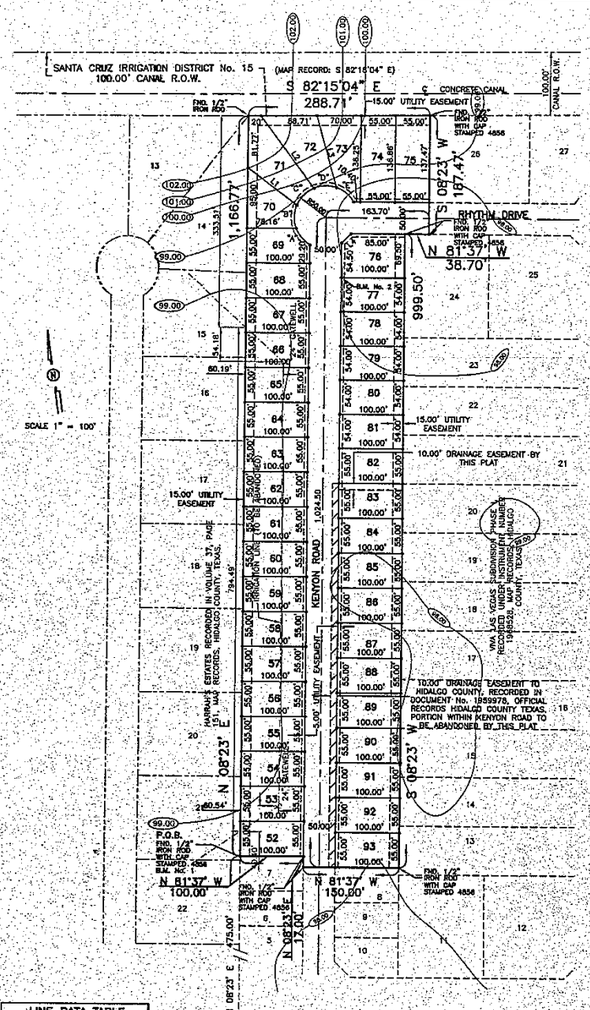
The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on March 4, 2009. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

Sanitary Services will be provided by the City of Edinburg.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Kenyon Road that will serve as the primary source of water for the proposed development.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on June 08, 2009. 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 **September 28, 2009.**

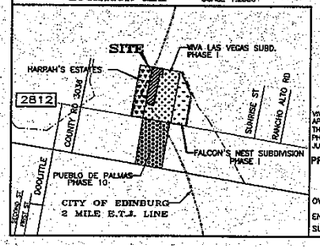


LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 45°01'53" W	98.09'
L2	N 26°26'33" W	141.97'
L3	N 07°33'47" W	117.64'
L4	N 53°23'00" E	21.21'

AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
52-68	5,500.00	0.126
69	5,151.56	0.118
70	5,084.37	0.117
71	7,183.43	0.165
72	7,051.58	0.162
73	6,578.01	0.151
74	7,527.18	0.173
75	7,543.93	0.173
76	6,637.50	0.152
77-81	5,400.00	0.124
82-93	5,500.00	0.126

CURVE DATA			
CURVE	Δ	RADIUS	LENGTH
"A"	39°30'46"	50.00'	34.48
"B"	42°51'53"	50.00'	37.41'
"C"	44°14'48"	50.00'	38.61
"D"	42°03'57"	50.00'	36.71
"E"	41°18'38"	50.00'	36.05'

LOCATION MAP SCALE 1:2000



VIVA LAS VEGAS SUBDIVISION PHASE II, IS LOCATED IN MIDDLE HIDALGO COUNTY ON THE NORTH SIDE OF F.M. 2812 AND APPROXIMATELY 2,600.00 FEET EAST OF DOOLITTLE ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 82,730), VIVA LAS VEGAS SUBDIVISION PHASE II, LIES APPROXIMATELY 2.50 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. IT LIES IN PCT. 4

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	RICHARD A. GARZA PRESIDENT OF GARCO MANAGEMENT LLC, GENERAL PARTNER OF GARCO, Ltd.	3910 W. FREDDY GONZALEZ DR.	EDINBURG, TX 78539	(956)383-6295	(956)381-9221
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527

PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE " X " (NO SHADING)
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN
COMMUNITY-PANEL No. 480334 0325 G
EFFECTIVE DATE: MAY 17, 2001.

2.- MINIMUM BUILDING SETBACK LINES:
FRONT: 25.00 FEET
REAR: 15.00 FEET
SIDE: 6.00 FEET OR EASEMENT, WHICHEVER IS GREATER
CORNER SIDE: 10.00 FEET

3.- GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT NO COMMERCIAL USE SHALL BE ALLOWED ON ALL THE FOLLOWING INTERNAL LOTS 52 THROUGH 93. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 18" ABOVE NATURAL GROUND OR BASE FLOOD ELEVATION, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.- BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT.
AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No. 1 ELEVATION= 98.85 1/2" INCH IRON ROD, FOUND ON THE SOUTHWEST CORNER OF THIS SUBDIVISION. NAVD 88 DATUM.
B.M. NO. 2 ELEVATION= 98.02 LOCATED ON 1/2" IRON ROD SET IN CONC. W/ DISK ON THE NORTHWEST CORNER OF LOT 77. N.A.V.D. 88 DATUM

6.- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 18,954.87 CUBIC -FEET (0.44 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No.3.

7.- LEGEND • - DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

8.- EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

9.- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

10.- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

11.- AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).

12.- A FOUR (4.0) FOOT SIDEWALK FOUR (4.0) FEET BEHIND THE BACK OF CURB IS REQUIRED AT BUILDING PERMIT STAGE.

13.- ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

14.- NO PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN UTILITY EASEMENTS, GAS EASEMENTS, IRRIGATION EASEMENTS OR LOT LINES.

INDEX TO SHEETS

SHEET 1.- HEADING INDEX: LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S & SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S ACKNOWLEDGMENT; CITY APPROVAL CERTIFICATE; MAYOR'S CERTIFICATE; ADMINISTRATOR'S CERTIFICATE; PLANNING & ZONING CERTIFICATE; HIDALGO COUNTY E.D.M.V. AND HEALTH DEPT. CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; H.C.D.D. No. 1 CERTIFICATION; SANTA CRUZ IRRIGATION DISTRICT No. 15 CERTIFICATION; REVISION NOTES.

SHEET 2.- ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), COUNTY CLERK'S RECORDING CERTIFICATE

SHEET 3.- DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION; COUNTY CLERK'S RECORDING CERTIFICATE, CONSTRUCTION DETAILS; REVISION NOTES.

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: AT AM/PM
INSTRUMENT NUMBER
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: DEPUTY

SUBDIVISION PLAT OF:

VIVA LAS VEGAS SUBDIVISION PHASE II

A 6.929 ACRE TRACT OF LAND OUT OF LOT 8, BLOCK 4, AND OUT OF LOTS 1, BLOCK 5, SANTA CRUZ GARDENS UNIT No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1613601, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 6.929 ACRE TRACT OF LAND OUT OF LOT 8, BLOCK 4, AND OUT OF LOT 1, BLOCK 5, SANTA CRUZ GARDENS UNIT No.2, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1613601, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS. REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND ON THE EAST LINE OF HARRAN'S ESTATES (RECORDED IN VOLUME 37, PAGE 151, MAP RECORDS, HIDALGO COUNTY, TEXAS) FOR AN EXTERIOR CORNER OF VIVA LAS VEGAS SUBDIVISION PHASE I (RECORDED UNDER COUNTY CLERK'S INSTRUMENT NUMBER 1968528, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT, SAID SPINDLE BEARS N 81°37'W, 119.95 FEET AND N 08°23'E, 475.00 FEET FROM THE SOUTHEAST OF LOT 8.

THENCE; N 08°23'E, ALONG THE EAST LINE OF HARRAN'S ESTATES, A DISTANCE OF 1,166.77 FEET TO A 1/2" IRON ROD FOUND ON THE NORTH LINE OF LOT 8 FOR THE NORTHEAST CORNER OF HARRAN'S ESTATES AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 82°15'04"E (MAP RECORD: S 82 18'04"E), ALONG THE NORTH LINE OF LOT 8, BLOCK 4, AND THE NORTH LINE OF LOT 1, BLOCK 5, A DISTANCE OF 288.71 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4855 FOUND FOR THE NORTHWEST CORNER OF VIVA LAS VEGAS SUBDIVISION PHASE I AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°23'W, ALONG THE WEST LINE OF VIVA LAS VEGAS SUBDIVISION PHASE I, A DISTANCE OF 187.47 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4855 FOUND FOR AN INTERIOR CORNER OF VIVA LAS VEGAS SUBDIVISION PHASE I AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 81°37'W, ALONG THE NORTH LINE OF VIVA LAS VEGAS SUBDIVISION PHASE I, A DISTANCE OF 38.70 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF VIVA LAS VEGAS SUBDIVISION PHASE I AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 08°23'W, ALONG THE WEST LINE OF VIVA LAS VEGAS SUBDIVISION PHASE I, A DISTANCE OF 999.50 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF VIVA LAS VEGAS SUBDIVISION PHASE I AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°37'W, ALONG AN EXTERIOR LINE OF VIVA LAS VEGAS SUBDIVISION PHASE I, A DISTANCE OF 150.00 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF VIVA LAS VEGAS SUBDIVISION PHASE I AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 08°23'E, ALONG AN EXTERIOR LINE OF VIVA LAS VEGAS SUBDIVISION PHASE I, A DISTANCE OF 17.00 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF VIVA LAS VEGAS SUBDIVISION PHASE I AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 81°37'W, ALONG AN EXTERIOR LINE OF VIVA LAS VEGAS SUBDIVISION PHASE I, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.929 ACRES OF LAND MORE OR LESS.

BEARINGS IN THIS METES AND BOUNDS DESCRIPTION ARE IN ACCORDANCE WITH HARRAN'S ESTATES, RECORDED IN VOLUME 37, PAGE 151, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE 16th DAY OF FEBRUARY 20 09

REGISTERED PROFESSIONAL SURVEYOR
No. 4856 STATE OF TEXAS

STATE OF TEXAS
ALFONSO QUINTANILLA
4856
REGISTERED
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT LLC., GENERAL PARTNER OF GARCO, Ltd. AS OWNER OF THE 6.929 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED VIVA LAS VEGAS SUBDIVISION PHASE II, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS RECITED IN THIS PLAT ARE TRUE AND COMPLETE.

7/27/09
DATE

RICHARD A. GARZA
PRESIDENT OF GARCO MANAGEMENT LLC,
GENERAL PARTNER OF GARCO, Ltd.
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD A. GARZA PRESIDENT OF GARCO MANAGEMENT LLC, GENERAL PARTNER OF GARCO, Ltd. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this 27th day of July, 2009

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2012.

LILIA A. QUINTANILLA- NOTARY PUBLIC

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the VIVA LAS VEGAS SUBDIVISION PHASE II, was reviewed and approved by the Hidalgo County Commissioners Court on _____

Hidalgo County Judge — Date

ATTEST:
Hidalgo County Clerk — Date

THIS PLAT APPROVED BY SANTA CRUZ IRRIGATION DISTRICT No. 15 ON THIS 3rd DAY OF AUGUST, 2009 SUBJECT TO THE FOLLOWING: 1) NO BUILDINGS ALLOWED ON TOP OF AN IRRIGATION LINE; 2) FIFTEEN FOOT (15') EASEMENT ON EACH SIDE OF IRRIGATION LINE OR CANAL; 3) ALL LOTS SUBJECT TO RULES, REGULATION, RIGHTS-OF-WAY- AND EASEMENTS OF DISTRICT; AND 4) IF SUBDIVISION IS NOT EXCLUDED FROM DISTRICT AND IRRIGATION TO INDIVIDUAL LOTS IS DESIRED, EASEMENTS FOR NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST DISTRICT DELIVERY POINT SHALL BE PROVIDED, WITH THE LOT OWNER BEING RESPONSIBLE TO INSTALL SUCH NECESSARY FACILITIES.

PRESIDENT

SECRETARY

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENCED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

I CERTIFY THAT THE WATER AND SEWER SERVICE FACILITIES FOR LOTS INTENDED FOR RESIDENTIAL PURPOSES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND SEWAGE FACILITIES DESCRIBED ABOVE ARE AS FOLLOWS: WATER FACILITIES: THESE FACILITIES WILL BE CONSTRUCTED AT A TOTAL COST OF $ 31,050.00

SEWAGE FACILITIES: SEWER SERVICE CONNECTIONS ARE ESTIMATED TO COST $ 1,030.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 43,300.00 FOR THE SUBDIVISION. THE SUBDIVIDER WILL PAY A TOTAL OF $ 3,780.00 TO THE CITY OF EDINBURG TO COVER THE COST OF SEWER SERVICE CONNECTION FEE.

DATED THIS THE 27th DAY OF JULY 2009

LICENCED PROFESSIONAL ENGINEER
No. 95534 STATE OF TEXAS

ALFONSO QUINTANILLA
95534
LICENSED
PROFESSIONAL
ENGINEER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

VIVA LAS VEGAS
I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF (SUBDIVISION PHASE II) WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

PLANNING & ZONING
COMMISSION CERTIFICATION

"I, the undersigned, Chairperson of the Planning and Zoning Commission of the City of Edinburg, hereby certify that this subdivision plat known as VIVA LAS VEGAS SUBDIVISION PHASE II conforms to all requirements of the Subdivision Regulations of the City except for which a variance was granted and has been approved for recording on the 8 day of SEPTEMBER 20 09

CHAIRPERSON-PLANNING & ZONING COMMISSION

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS CODE No. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527

SHEET NO. 1 OF 3 SHEETS	FILENAME I:\LD\DATA\SURVEYS\HIDALGO CO.\VIVA LAS VEGAS SUBD. PH II\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	FEB 18, 2008	M. GONZALEZ		
	DATE REVISED	REVISED BY	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: September 29, 2009

RE: **Tierra Bendita Expressway Heights Subdivision – Pct. 1**
Final Approval

Tierra Bendita Expressway Heights Subdivision is a six (6) commercial lot subdivision located on the North side of US Expressway 83, approximately, 157 feet West of Midway Road.

The proposed Subdivision lies within the City of Donna 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 November 1, 2007. The proposed subdivision lies within Zone "X" as per FEMA's FIRM.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Jose Angel 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 8 ½ North Road that will serve as the primary source of water for the proposed development.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on January 30, 2008. 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.

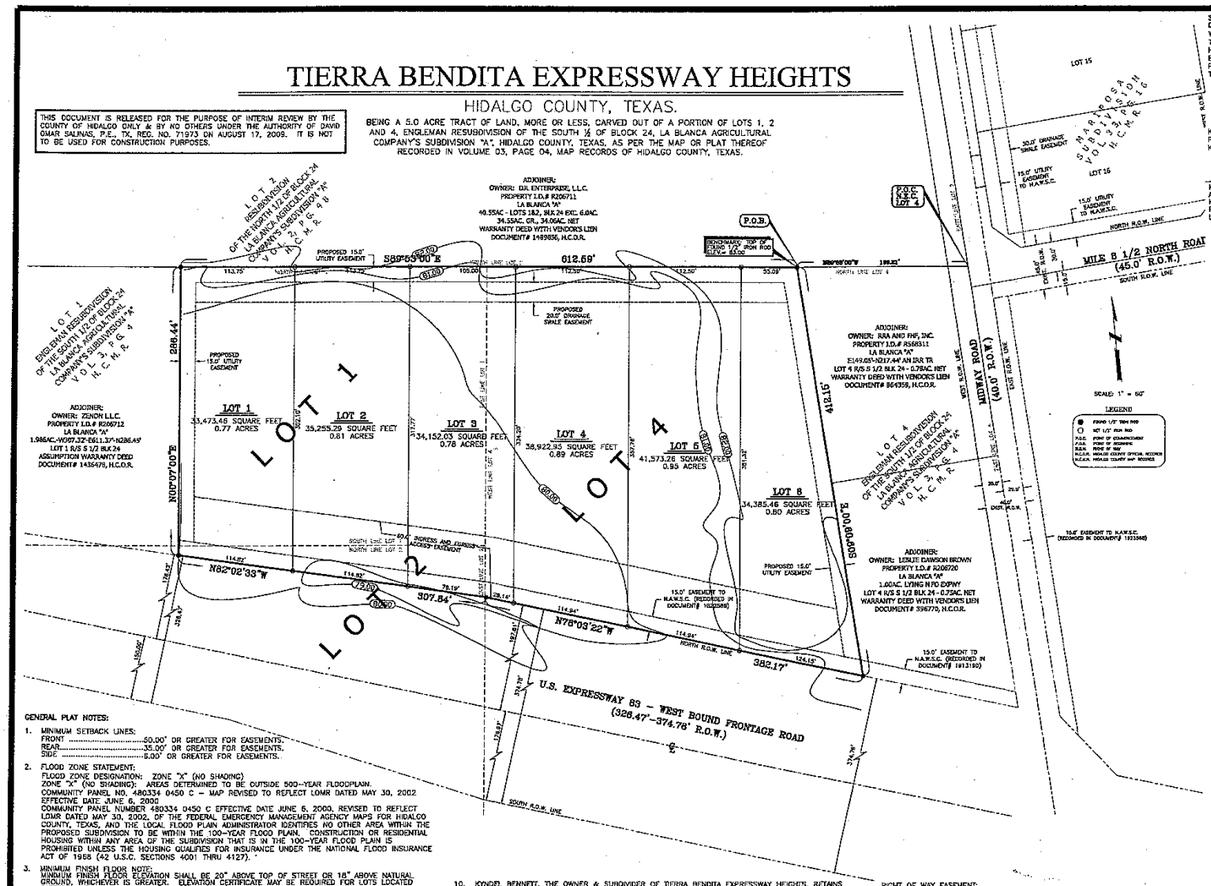
The Hidalgo County Advisory Board convened and recommended **Final Approval** on **September 28, 2009.**

TIERRA BENDITA EXPRESSWAY HEIGHTS

HIDALGO COUNTY, TEXAS.

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE COUNTY OF HIDALGO ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E., TX. REG. NO. 71973 ON AUGUST 17, 2009. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

BEING A 5.0 ACRE TRACT OF LAND, MORE OR LESS, CARVED OUT OF A PORTION OF LOTS 1, 2 AND 4, ENGLEMAN RESUBDIVISION OF THE SOUTH ½ OF BLOCK 24, LA BLANCA AGRICULTURAL COMPANY'S SUBDIVISION "A", HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 03, PAGE 04, MAP RECORDS OF HIDALGO COUNTY, TEXAS.



GENERAL PLAT NOTES:

1. MINIMUM SETBACK LINES:
   FRONT .....50.00' OR GREATER FOR EASEMENTS.
   REAR.....35.00' OR GREATER FOR EASEMENTS.
   SIDE .....5.00' OR GREATER FOR EASEMENTS.
2. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE "X" (NO SHADING)
   ZONE "X" (NO SHADING): AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.
   COMMUNITY PANEL NO. 480334 0450 C - MAP REVISED TO REFLECT LOMR DATED MAY 30, 2002
   EFFECTIVE DATE: JUNE 6, 2000
   COMMUNITY PANEL NUMBER 480334 0450 C EFFECTIVE DATE JUNE 6, 2000, REVISED TO REFLECT LOMR DATED MAY 30, 2002, OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS, AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION OR RESIDENTIAL HOUSING WITHIN OF ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THRU 4127).
3. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 20" ABOVE TOP OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
4. 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 23,412.58 CUBIC-FEET OR 0.54 ACRE-FEET OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON THIRD SHEET FOR DRAINAGE DETENTION.
5. ALL LOTS SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. ALL LOTS ARE FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHAL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
6. UNLESS OTHERWISE NOTED ON THIS PLAT, THE LOT IS MONUMENTED BY 1/2 INCH WIDE BY 18 INCH LONG IRON RODS.
7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
8. THE SEPTIC TANK SYSTEM SHALL BE APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT PRIOR TO OCCUPANCY OF A LOT WITHIN THIS SUBDIVISION.
9. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
   THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
   THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
   A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPERATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE AND MULTI-FAMILY USE.
   B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
   C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
   D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.
   E. APPROVED TCEQ PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

TIERRA BENDITA EXPRESSWAY HEIGHTS, IS LOCATED ON THE NORTH SIDE OF U.S. EXPRESSWAY 83 AND APPROXIMATELY 157.57 FEET WEST FROM THE INTERSECTION WITH MIDWAY ROAD. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 15,846), TIERRA BENDITA EXPRESSWAY HEIGHTS, DOES LIE ADJACENT TO OR CONTIGUOUS WITH THE CITY LIMITS OF DONNA. IT IS WITHIN THE TWO MILE EXTRATERRITORIAL JURISDICTION OF DONNA UNDER LOCAL GOVERNMENT CODE 42.021 AND IS LOCATED WITHIN PRECINCT NO. 1.

PRINCIPAL CONTACTS

NAME	ADDRESS	CITY, STATE, & ZIP CODE	PHONE	FAX
ADMINISTRATOR: KYNDEL W. BENNETT	P.O. BOX 365	LA BLANCA, TEXAS 78558	(956) 464-4431	(956) 464-2597
TRUSTEE: BARRY E. JONES	301 S. TEXAS	MERCEDES, TEXAS 78570	(956) 565-8490	(956) 565-6514
ENGINEER: DAVID O. SALINAS	2221 DAFFODIL	McALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1469
SURVEYOR: DAVID O. SALINAS	2221 DAFFODIL	McALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1469

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

10. KYNDEL, BENNETT, THE OWNER & SUBDIVIDER OF TIERRA BENDITA EXPRESSWAY HEIGHTS, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET 2 OF THIS PLAT.
11. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
12. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
13. BENCHMARK NOTE:
    THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
    B.M. NO. 1 - ELEV. 83.00. DESCRIPTION: BENCHMARK IS A 1/2 IRON ROD FOUND LOCATED ON THE NORTHEAST CORNER OF THIS SUBDIVISION, 189.21 FEET WEST, ALONG THE NORTH LINE OF LOT 4, FROM THE NORTHEAST CORNER OF LOT 4. 1927 NORTH AMERICAN DATUM.
14. ALL PUBLIC UTILITY EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.0 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
15. DRAINAGE SWALE EASEMENTS NOTE: NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.
16. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN, AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
17. NO INDIVIDUAL LOT ACCESS WILL BE ALLOWED FOR LOTS 1 THROUGH 5. A 24 FOOT DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED TO TXDOT SPECIFICATIONS BY DEVELOPER BETWEEN LOTS 1 AND 2, AND, LOTS 3 AND 4 TO PROVIDE INGRESS AND EGRESS TO LOTS 1 THROUGH 5 FROM U.S. EXPRESSWAY 83 (FRONTAGE). TXDOT DRIVEWAY ENTRANCE PERMIT IS REQUIRED PRIOR TO THE CONSTRUCTION OF THE DRIVEWAY AND THE COUNTY ISSUING THE DEVELOPER A BUILDING PERMIT.
18. EACH LOT OWNER IS ADVISED THAT THE PAVING (BY EITHER CONCRETE OR ASPHALT) OF THE 15.0 FOOT NORTH ALAMO WSC EASEMENT LOCATED ALONG THE SOUTH 15.0 FEET OF EACH LOT SHOWN HEREIN IS PROHIBITED UNLESS A CASING IS PROVIDED FOR THE EXISTING WATER LINE LOCATED THEREIN IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE NORTH ALAMO WSC.

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 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 thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed. In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated. This consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and casigns. 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 covered herein was obtained or improved through federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this___day of 200___.

KYNDEL W. BENNETT, IN HIS CAPACITY AS INDEPENDENT ADMINISTRATOR OF THE ESTATE OF KYLE BENNETT, DECEASED, CAUSE NO. P-33,250, PROBATE COURT OF HIDALGO COUNTY, TEXAS, AND BARRY E. JONES, IN HIS CAPACITY AS SUCCESSOR TRUSTEE OF THE KYLE BENNETT LIVING TRUST, DATED APRIL 20, 1991 AND ANY AMENDMENTS THERETO.

KYNDEL W. BENNETT, INDEPENDENT ADMINISTRATOR OF THE ESTATE OF KYLE BENNETT, DECEASED
P.O. BOX 365
LA BLANCA, TEXAS 78558 — DATE

BARRY E. JONES, SUCCESSOR TRUSTEE OF THE KYLE BENNETT LIVING TRUST, DATED APRIL 20, 1991 AND ANY AMENDMENTS THERETO
301 S. TEXAS
MERCEDES, TEXAS 78570 — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

KYNDEL W. BENNETT, INDEPENDENT ADMINISTRATOR OF THE ESTATE OF KYLE BENNETT, DECEASED, CAUSE NO. P-33,250, PROBATE COURT OF HIDALGO COUNTY, TEXAS, AND BARRY E. JONES, IN HIS CAPACITY AS SUCCESSOR TRUSTEE OF THE KYLE BENNETT LIVING TRUST, DATED APRIL 20, 1991 AND ANY AMENDMENTS THERETO.

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED THE PERSON OR PERSONS, 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 CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2009.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES. _____

STATE OF TEXAS
CITY OF DONNA

THE PLAT OF TIERRA BENDITA EXPRESSWAY HEIGHTS HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED. THIS _____ DAY OF _____ 200___.

MAYOR — DATE

STATE OF TEXAS
CITY OF DONNA

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF DONNA, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRPERSON, PLANNING AND ZONING COMMISSION — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE 232.028 (A)
WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF TIERRA BENDITA EXPRESSWAY HEIGHTS, WAS REVISED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONER'S COURT ON _____, 2009.

ATTEST:
HIDALGO COUNTY JUDGE — DATE

HIDALGO COUNTY CLERK — DATE

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO COUNTY, THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK ____ M. ON _____ AND WAS RECORDED IN BOOK _____, SHEET(S) _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK ____M. ON _____ 2009.

HIDALGO COUNTY CLERK — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF TIERRA BENDITA EXPRESSWAY HEIGHTS 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 TIERRA BENDITA EXPRESSWAY HEIGHTS WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID OMAR SALINAS, P.E., A REGISTERED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, REGISTRATION NUMBER TX. 71973, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION, AND, FURTHER, DO HEREBY CERTIFY THAT NONE OF THE AREAS BEING PLATTED HEREIN AS TIERRA BENDITA EXPRESSWAY HEIGHTS, AS DESCRIBED BY METES AND BOUNDS DESCRIPTION (SEE METES AND BOUNDS DESCRIPTION AT THE RIGHT) ARE NOT LOCATED IN A FLOOD PRONE AREA DESIGNATED AS ZONES "A" OR "AH" DEFINED AND DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

DAVID OMAR SALINAS, P.E. — DATE
REG. PROFESSIONAL ENGINEER #71973

STATE OF TEXAS
COUNTY OF HIDALGO

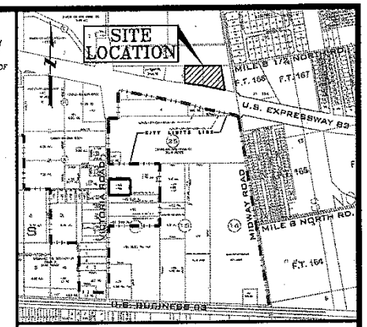
I, DAVID O. SALINAS, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

DAVID O. SALINAS, R.P.L.S. — DATE
REG. PROFESSIONAL LAND SURVEYOR #5782

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATION

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(C). THE DISTRICT WAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____ DATE: _____



LOCATION MAP — SCALE 1"=1000'

PREPARED BY: SALINAS ENGINEERING & ASSOCIATES
2221 DAFFODIL AVENUE - McALLEN, TEXAS 78501
JOB NUMBER: SP-07-21314
DATE OF SURVEY: OCTOBER 16, 2007
DATE PREPARED: JUNE 18, 2009

PLAT SHEET 1 OF 2

METES AND BOUNDS DESCRIPTION

BEING A 5.0 ACRE TRACT OF LAND, MORE OR LESS, CARVED OUT OF A PORTION OF LOTS 1, 2 AND 4, ENGLEMAN RESUBDIVISION OF THE SOUTH ½ OF BLOCK 24, LA BLANCA AGRICULTURAL COMPANY'S SUBDIVISION "A", HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 03, PAGE 04, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 5.0 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHEAST CORNER OF SAID LOT 4 LOCATED IN THE CENTER OF MIDWAY ROAD; THENCE, AS FOLLOWS:

NORTH 89 DEGREES 53 MINUTES WEST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 189.21 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR THE NORTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, SOUTH 09 DEGREES 09 MINUTES EAST, A DISTANCE OF 412.15 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF U.S. EXPRESSWAY 83 WESTBOUND FRONTAGE ROAD FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, NORTH 78 DEGREES 03 MINUTES 22 WEST, COINCIDENT WITH THE NORTH RIGHT-OF-WAY LINE OF SAID EXPRESSWAY, A DISTANCE OF 382.17 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE POINT OF INTERSECTION WITH THE WEST LINE OF SAID LOT 4 AND THE EAST LINE OF SAID LOT 2 FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, NORTH 82 DEGREES 02 MINUTES 33 SECONDS WEST, CONTINUING COINCIDENT WITH THE NORTH RIGHT-OF-WAY LINE OF SAID EXPRESSWAY, A DISTANCE OF 307.84 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, NORTH 00 DEGREES 07 MINUTES EAST, A DISTANCE OF 286.44 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE NORTH LINE OF SAID LOT 1 FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(5) THENCE, SOUTH 89 DEGREES 53 MINUTES EAST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 1 AND THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 612.69 FEET TO THE POINT OF BEGINNING, CONTAINING 5.0 ACRES OF LAND, MORE OR LESS.

BEARING SOURCE: RECORDED PLAT OF SAID LA BLANCA AGRICULTURAL COMPANY'S SUBDIVISION "A", HIDALGO COUNTY, TEXAS.
N:\SUBDIVISIONPLATS\METESANDBOUNDS

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT No. 1 ON THIS THE_____ DAY OF _____2_____.

ATTEST: _____
PRESIDENT — SECRETARY

NOTE: THE IRRIGATION LINE AND VALVES ARE NOT PART OF THE DISTRICT'S FACILITIES AND WILL NOT BE MAINTAINED BY THE DISTRICT.

INDEX SHEET OF TIERRA BENDITA EXPRESSWAY HEIGHTS

SHEET 1	HEADING, INDEX, LOCATION MAP, PRINCIPAL CONTACTS, PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS, LEGAL DESCRIPTION (METES & BOUNDS), SURVEYORS AND ENGINEERS CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNERS DEDICATION, CERTIFICATION, AND ATTESTATION, CITY APPROVAL CERTIFICATE, COUNTY CLERKS RECORDING CERTIFICATE, HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL, DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE E.T.J. OF A MUNICIPALITY AND DESIGNATE WITH CERTIFICATE IF APPLICABLE, HIDALGO COUNTY RIGHT OF WAY DEPT. CERTIFICATE OF APPROVAL, HIDALGO COUNTY DRAINAGE DISTRICT CERTIFICATE OF APPROVAL, HIDALGO COUNTY RIGHT OF WAY DEPT. CERTIFICATE OF APPROVAL, HIDALGO COUNTY HEALTH DEPT. CERTIFICATE OF APPROVAL, REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, TYPICAL WATER SERVICE CONNECTION, TYPICAL LOT DETAIL, TYPICAL SEPTIC TANK DETAIL, OSSF ESTIMATE CHART, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION, REVISION NOTES, DRAINAGE SWALE DETAIL.

SEA
SALINAS ENGINEERING & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
2221 DAFFODIL - McALLEN, TEXAS 78501
(956) 682-9081 (956) 686-1469 (FAX)

AI-17639 **19.A.**

Exemption from Competitive Bidding

CC REGULAR

Date:	09/29/2009
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

1. Requesting Exemption from Competitive Bidding under the Texas Local Government Code 262.024.(a)(4)A Professional Service/Legal Service
2. Discussion/Approval to Negotiate Contract for Legal Services with Present Provider

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: Exemption from Competitive Bidding

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:14 AM	APRV
2	Roland Garcia	Rolando Garcia	09/25/2009 04:53 PM	APRV
3	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Linda Galaviz — Started On: 09/23/2009 07:26 AM

Final Approval Date: 09/25/2009

OXFORD & GONZÁLEZ

BRINKLEY L. OXFORD (1946-2004)
RICARDO GONZALEZ, P.C.

Of Counsel
WILLIAM J. McCARTHY

ATTORNEYS AT LAW
124 S. 12TH
P. O. DRAWER 630
EDINBURG, TEXAS 78539-78540

(956) 383-5654
FAX (956) 381-0002

September 17, 2009

Teresa Flores, Director
Hidalgo County Head Start
P.O. Box 0117
1/4 Mile West of 10th Street on Hwy 107
Edinburg, Texas 78539

RE: Legal Services

Dear Ms. Flores:

This letter is written to summarize our understanding with you regarding this firm's proposed billing arrangement with Hidalgo County Head Start Program ("Program"). Based on prior action of the Policy Council, Ricardo Gonzalez, P.C. d/b/a Oxford & Gonzalez shall be compensated at the rate of $150.00 per hour for all Basic Legal Services performed. Basic Legal Services do not include litigation, controversies with local, state or federal agencies, or special projects.

The billing arrangement previously approved by the Policy Council authorizing payment to Ricardo Gonzalez, P.C. d/b/a Oxford & Gonzalez is $150.00 per hour for Basic Legal Services. Also, as we discussed, in addition to Basic Legal Services, if a matter involves other than Basic Legal Services, such as litigation or special projects, Ricardo Gonzalez, P.C. d/b/a Oxford & Gonzalez, will be compensated at the then current hourly rates for the attorney(s) providing services other than Basic Legal Services. If a question arises as to whether or not a matter is outside the scope of Basic Legal Services, the question will be resolved by agreement.

Ricardo Gonzalez, P.C. d/b/a Oxford & Gonzalez, shall bill the Program the Basic Legal Services hours spent at $150.00 per month performed during each month. Each monthly statement will show the hours spent providing those services to the Program during the month, and the value of those services at the rate of $150.00 per hour. We will continue to bill the Program separately for litigation and other mattes that fall outside the scope of Basic Legal Services.

In addition to the monthly fee and any special billings, Ricardo Gonzalez, P.C. d/b/a Oxford & Gonzalez will be reimbursed for actual expense incurred by Ricardo Gonzalez, P.C. d/b/a Oxford & Gonzalez in connection with performing either the Basic Legal Services or other legal services. These expenses would be billed monthly, in addition to the billings previously referred.

As has always been the agreement between Program and Ricardo Gonzalez, P.C. d/b/a Oxford & Gonzalez, the Court may terminate the services of this firm on thirty (30) days written notice.

If this billing arrangement meets the approval of the Policy Council, we would appreciate Mr. Rodriguez executing the enclosed copy of this letter and returning it to us. If you have any questions, please do not hesitate to contact the undersigned. We look forward to continuing our representation of the Hidalgo County Head Start Program.

Very truly yours,

OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

ACCEPTED AND AGREED:

BY: _____
Eric Rodriguez, Hidalgo County Head
Start Program Council Chairman

Date: 9/17/09

AI-17640 **19.B.**

Appointment of Community Representatives

CC REGULAR

Date:	09/29/2009
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval of Appointment of One (1) Community Representative by each member of the Commissioners' Court, to serve on the Hidalgo County Head Start Program Policy Council, for a one (1) year term according to 45 CFR Chapter XIII, 1304.50 (b)(1)-(b)(7) beginning October 2009

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: Appointment of Community Representatives

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:14 AM	APRV
2	Roland Garcia	Rolando Garcia	09/24/2009 09:26 AM	APRV
3	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Linda Galaviz — Started On: 09/23/2009 07:32 AM

Final Approval Date: 09/25/2009

Performance Standard 1304.50(b)(1) — (b)(7)

(b) Policy group composition and formation.

(1) Each grantee and delegate agency governing body operating an Early Head Start or Head Start program must (except where such authority is ceded to the Policy Council or Policy Committee) propose, within the framework of these regulations, the total size of their respective policy groups (based on the number of centers, classrooms, or other program option units, and the number of children served by their Early Head Start or Head Start program), the procedures for the election of parent members, and the procedure for the selection of community representatives. These proposals must be approved by the Policy Council or Policy Committee.

(2) Policy Councils and Policy Committees must be comprised of two types of representatives: parents of currently enrolled children and community representatives. At least 51 percent of the members of these policy groups must be the parents of currently enrolled children (see 45 CFR 1306.3(h) for a definition of a Head Start parent).

(continued, next page...)

Rationale: Established procedures for electing parent members and selecting community representatives ensure consistency and fairness in the selection of policy group members. It is essential that families receiving services play an active role in making decisions about such services, and that the Head Start program reflects the community as a whole. *This rationale serves 45 CFR 1304.50(b)(1)-(7).*

Guidance: The following are suggestions for the governing body and policy group review of procedures for parent elections:

- Inform all parents of their vital role in program governance;
- Ensure that there is a fair method of nomination, either by parents nominating themselves or by other parents nominating them; nominations should be placed only with the consent of the nominee;
- Provide proportionate representation to parents in all program options and settings. If agencies operate programs serving different geographical regions or ethnic groups, to adopt policies to ensure that all groups being served will have an equal opportunity to serve on policy groups; and
- Consider using Parent Committees to facilitate the process of nominating and electing parents to the Policy Council or Policy Committee.

Parents are involved in every step of the process for selecting community representatives. Parents may be involved, for example, in discussions of the issues of interest and the types of community representatives needed in the coming year, as well as in developing methods for soliciting and screening potential candidates.

When nominating parent members or selecting community representatives to policy groups, consider:

- The willingness and ability of the potential members to contribute time and effort to the program and to serve as mentors and role models, as well as resource persons;
- The diversity of the group of individuals nominated, with consideration being given to the programs or program options in which the children of nominees are enrolled;
- The agency's goals and the information generated by the Community Assessment; and
- The desirability of having representation from the governing body to the policy group, in order to improve communication between the two groups.

Performance Standard 1304.50(b)(1) — (b)(7) (continued...)

(3) Community representatives must be drawn from the local community: businesses; public or private community, civic, and professional organizations; and others who are familiar with resources and services for low-income children and families, including, for example, the parents of formerly enrolled children.

(4) All parent members of Policy Councils or Policy Committees must stand for election or re-election annually. All community representatives also must be selected annually.

(5) Policy Councils and Policy Committees must limit the number of one-year terms any individual may serve on either body to a combined total of three terms.

(6) No grantee or delegate agency staff (or members of their immediate families) may serve on Policy Councils or Policy Committees except parents who occasionally substitute for regular Early Head Start or Head Start staff. In the case of Tribal grantees, this exclusion applies only to Tribal staff who work in areas directly related to or which directly impact upon any Early Head Start or Head Start administrative, fiscal or programmatic issues.

(coninued, next page...)

Agencies and policy groups establish procedures for monitoring the three-year limit for both parents and community representatives. Agencies also develop volunteer opportunities that allow former policy group members to use their skills and experience to support program activities and operations. If agencies view and present the opportunity of serving on policy groups as a time to learn new skills and to gain self-confidence in a supportive environment, parents will understand the value of leaving a policy group after a few years, and of moving into other leadership roles in school organizations and in the larger community.

Personnel policies and bylaws address potential conflicts of interest between agency employment and membership on a Policy Council or Policy Committee. For example, agencies may consider developing policies that define "occasional substitute" and that determine at what point in the hiring process a candidate for a Head Start position must resign his or her membership from a policy group, that is, upon application or upon hiring.

AI-17633 **20.A.**

Grant approval - Indigent Defense Formula Grant

CC REGULAR

Date:	09/29/2009
Submitted By:	David Sinder, INDIGENT DEFENSE
Submitted For:	Isidro Sepulveda Jr
Department:	INDIGENT DEFENSE

Information

CAPTION

1. Requesting authorization and approval to submit the grant application and resolution to the Texas Task Force on Indigent Defense for the Indigent Defense Formula Grant in the amount of $328,153.00.

2. Authorization for County Judge to sign the required documents.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Link: Application

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/22/2009 02:47 PM	APRV
2	Sylvia Solis	Sylvia Solis	09/25/2009 01:13 PM	APRV
3	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: David Sinder Started On: 09/22/2009 01:29 PM

Final Approval Date: 09/25/2009

2010 Hidalgo County Resolution
Indigent Defense Grant Program

WHEREAS, under the provisions of the Fair Defense Act, 77th Regular Session, counties are eligible to receive grants from the Task Force on Indigent Defense to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation of the provisions of the Fair Defense Act and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Hidalgo County Commissioners Court has agreed that in the event of loss or misuse of the funds, Hidalgo County Commissioners assures that the funds will be returned in full to the Task Force on Indigent Defense.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that Isidro Sepulveda, Jr is designated as the Program Director and contact person for this grant and the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____day of _____, 2009.

_____
Juan D. Salinas
County Judge

Attest:

_____
County Clerk

Internet Submission Form

After submitting the formula grant application on-line, the following Internet submission confirmation number was received #201010820090910. This grant application submission was in accordance with the Commissioners Court Resolution above.

_____
Juan D. Salinas
County Judge

2010 Hidalgo County Formula Grant Program Application Confirmation

County:	Hidalgo
Fiscal Year:	2010
Confirmation Number:	201010820090910
Projected Allocation:	$328,153.00
County's FY01 Baseline:	$2,076,345.00
State Payee Identification number:	74-6000717
Division or unit within the county to administer the grant:	Court Administration
Official County Mailing Address:	100 N. Closner Edinburg, TX 78539

	Receive Plan Mailings
The County Judge is **Juan D. Salinas.**	
The Financial Officer is the County Auditor, **Raymundo Eufracio.**	
The Local Administrative District Judge is **Aida Salinas Flores.**	☑
The Local Administrative Statutory County Court Judge is **Fred Garza.**	☑
The Chairman of the Juvenile Board is **Mario E. Ramirez, Jr..**	☑

Indigent Defense Plan Review Summary

The following items have been addressed in the plan:	District Court	County Court	Juvenile Board
48 hour initial appearance	☑	☑	
24 hour transmission of counsel requests.	☑	☑	
1 or 3 working day deadline for appointing counsel	☑	☑	
Attorney Fee Schedule	☑	☑	☑
Procedures for payment of expenses incurred with prior court approval	☑	☑	☑
Procedures for payment of expenses incurred without prior court approval	☑	☑	☑
Itemized fee voucher required to be submitted and approved by judge before payment	☑	☑	☑
CLE Training requirements for attorneys complies with Task Force standards	☑	☑	☑
Plan has met specified conditions	☑	☑	☑

The plan requirements appear to have been met.

After printing out the Resolution / Internet Submission Form and obtaining the appropriate signatures, mail or fax the form to:

Darby Johnson, PPRI
335 H.C. Dullie Bell Building
TAMU Mailstop 4476
College Station, Texas 77843-4476
Fax number: 888-351-3485

Resolution / Internet Submission Form: Click on link to open new window with Sample resolution. This may be printed or copied (Ctrl+A, Ctrl+C) and pasted (Ctrl+V) into Word Processing software for editing. Word Version

AI-17627 **21.A.**

Sheriff's Office - DEA Overtime (1284)

CC REGULAR

Date:	09/29/2009
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Sheriff's Office DEA Overtime:
1. Approval for acceptance of cooperative agreement between the Hidalgo County Sheriff's Office and the U.S. Department of Justice, Drug Enforcement Administration.
2. Approval of Certification of Revenues by the County Auditor for the DEA cooperative agreement for overtime.
3. Approval of appropriation of funds in the amount of $16,903.25.

BACKGROUND

Funding of overtime hours for the officer from the Hidalgo County Sheriff's Office assigned to the McAllen HIDTA Task Force Initiative.

Funding terminates on 09/30/10.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1284-421-00-280-060-0-131

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

BUDGETARY IMPACT:

Grant period: from date of signatures through September 30, 2010

Appropriation of funds in the total amount of $16,903.25 for the DEA Grant. Funding terminates on 9-30-2010
Revenue account# 9-1284-331-10-280-060-0-000 DEA Revenues

Fringe benefits attributed to the overtime hours are to be charged to the Sheriff's Office budget (Account Number 9-1100-421-00-280-001-0-XXX).

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Attachments

Link: DEA.agreement

Link: DEA budget

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	09/22/2009 04:38 PM	APRV
2	Budget & Management	Erika Zamora	09/22/2009 04:50 PM	APRV
3	Manuel Chapa	Manuel Chapa	09/25/2009 01:26 PM	APRV
4	Rosalinda Cantu	Rosie Cantu	09/25/2009 04:00 PM	APRV
5	Auditor's Office		09/25/2009 05:15 PM	PEND

Form Started By: Emilia Uriegas

Started On: 09/22/2009 11:12 AM

Final Approval Date: 09/25/2009

COOPERATIVE AGREEMENT
BETWEEN
HIDALGO COUNTY SHERIFF'S OFFICE
AND
DRUG ENFORCEMENT ADMINISTRATION

This agreement is made this 1st day of October, 2009, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Hidalgo County Sheriff's Office (hereinafter "HCSO").

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the McAllen, Texas area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of that area, the parties hereto agree to the following:

1. The McAllen High Intensity Drug Trafficking Area (HIDTA) Task Force will perform the activities and duties described below:

a. disrupt the illicit drug traffic in the McAllen, Texas area by immobilizing targeted violators and trafficking organizations;

b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.

2. To accomplish the objectives of the McAllen HIDTA Task Force, the HCSO agrees to detail one (1) experienced officer(s) to the McAllen HIDTA Task Force for a period of not less than two years. During this period of assignment, the officer(s) will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The officer(s) assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The officer(s) assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. 878.

5. To accomplish the objectives of the McAllen HIDTA Task Force, DEA will assign five (5) Special Agents to the Task Force. HIDTA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and the officer(s) assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the McAllen HIDTA Task Force, the MPD will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. HIDTA will, subject to availability of funds, reimburse the HCSO for overtime payments made by it to HCSO officer(s) assigned to the McAllen HIDTA Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1, Federal employee (currently $16,903.25), per officer.

7. In no event will the HCSO charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The HCSO shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The HCSO shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The HCSO shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is sooner.

10. The HCSO shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The HCSO agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment,

Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The HCSO acknowledges that this agreement will not take effect and no Federal funds will be awarded to the HCSO by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the HCSO shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be from the date of signature by representatives of both parties to September 30, 2010. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by HCSO during the term of this agreement.

For the Drug Enforcement Administration:

_____ Date:_____

Zoran B. Yankovich, Special Agent-In-Charge

For the Hidalgo County Sheriff's Office:

_____ Date: 9-17-09

Guadalupe "**Lupe**" Trevino, Hidalgo County Sheriff

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

---

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

---

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convic-tion. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not indentified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, TX 78540

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

Guadalupe "Lupe" Trevino, Sheriff

4. Typed Name and Title of Authorized Representative

Lupe Trevino

5. Signature

9-17-09

6. Date

*U.S. Government Printing Office: 1996 - 405-037/40014

DATE: **September 22, 2009**

DEPARTMENT HEAD: **Sheriff Guadalupe "Lupe" Trevino**

DEPARTMENT NAME: **DEA--Overtime**

ACCOUNT NUMBER: **9-1284-421-00-280-060-0-XXX**

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Governm 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance v Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME
9-1284-421-00-280-060-0-131	Overtime Pay

TOTAL APPROPRIATIONS

9-1284-331-10-280-060-0-000 **U.S. Department of Justice--Drug Enforcement Administration (DEA)**

TOTAL REVENUES

REASON: **To appropriate budget for overtime hours for officer assigned to the McAl Task Force Initiative.**

Note: Expenses relating to fringe benefits for the overtime hours are to be Sheriff's Office budget (Account Number 9-1100-421-00-280-001-0-XXX).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

ATTES

ıent Code, Chapter

with Local Government

AMOUNT
16,903.25
16,903.25
16,903.25
16,903.25

llen HIDTA

charged to the

/ /

DATE

ST COUNTY CLERK

AI-17680 **21.B.**

Sheriff's Office - OCDEFT Overtime Grant (1284) SW-TXS-0740H

CC REGULAR

Date:	09/29/2009
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Sheriff's Office OCDETF- (1284):
1. Approval of overtime program agreement between the Organized Crime Drug Enforcement Task Forces (OCDETF) and the Hidalgo County Sheriff's Office.
2. Approval of Certification of Revenues as certified by the County Auditors for the OCDETF agreement.
3. Approval to appropriate overtime funding of $12,000.00 in reference to investigation #SW-TXS-0740H.

BACKGROUND

Funding is for the period of 10/01/09 to 09/30/10.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1284-421-00-280-064-0-131

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $12,000.00 for Organized Crime Drug Enforcement Task Force (OCDETF) - SW-TXS-0740H. Funding is for period of 10/1/09 to 9/30/10.
Revenue account# 9-1284-331-10-280-064-0-000 - OCDETF

Expenses relating to the fringe benefits for the overtime hours are to be charged to the Sheriff's Office budget (Account Number 9-1100-421-00-280-001-0-XXX).

Attachments

Link: OCDETF overtime budget

Link: OCDETF .overtime.agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	09/24/2009 11:31 AM	APRV
2	Budget & Management	Erika Zamora	09/24/2009 01:41 PM	APRV
3	Manuel Chapa	Manuel Chapa	09/25/2009 11:29 AM	APRV

4	Rosalinda Cantu	Rosie Cantu	09/25/2009 04:24 PM	APRV
5	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Emilia Uriegas

Started On: 09/23/2009 03:17 PM

Final Approval Date: 09/25/2009

DATE: **September 23, 2009**

DEPARTMENT HEAD: **Sheriff Guadalupe "Lupe" Trevino**

DEPARTMENT NAME: **OCDETF Overtime SW-TXS-0740H**

ACCOUNT NUMBER: **9-1284-421-00-280-064-0-XXX**

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
9-1284-421-00-280-064-0-131	Overtime	12,000.00

	TOTAL APPROPRIATIONS	**12,000.00**
9-1284-331-10-280-064-0-000	**Organized Crime Drug Enforcement Task Force (OCDETF)**	**12,000.00**
	TOTAL REVENUES	**12,000.00**

REASON: **To appropriate budget for overtime hours of the officer assigned to OCDETF investigation (No. SW-TXS-0740H). Grant Period: 10/01/09 to 09/30/10**

Note: Expenses relating to fringe benefits attributed to the overtime hours are to be charged to the Sheriff's Office budget (Account Number 9-1100-421-00-280-001-0-XXX).

DEPARTMENT HEAD SIGNATURE / / **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES SEP 10 RECT

Agreement
FOR THE USE OF THE STATE AND LOCAL
OVERTIME AND AUTHORIZED EXPENSE / STRATEGIC INITIATIVE PROGRAM

Federal Tax Identification #: **74-6000717** DC#: _____

Amount Requested: 12,000.00 ~~$12,000.00~~

Number of Officers Listed: **1**

OCDETF Investigation / Strategic Initiative Number: **SW-TXS-0740H**

Federal Agency Investigation Number: **M5-09-0122**

From: **October 1, 2009** (Beginning Date of Agreement)

To: **September 30, 2010** (Ending Date of Agreement)

State or Local Agency Name and Address:

Hidalgo County Sheriff's Office
Sheriff Guadalupe Trevino
711 El Cibolo Road
Edinburg, Texas 78540

State or Local Agency Narcotics Supervisor: **Rudy Espinoza**
Telephone Number: **956-383-8114**
E-mail Address: **Rodolfo.espinoza@hidalgo.so.org**
Fax Number: **956-393-6179**

Sponsoring Federal Agency Group/Squad Supervisor: **Rudy Maldonado, GS**
Telephone Number: **956-992-8427**
E-mail Address: **Rudy.Maldonado@usdoj.gov**

Sponsoring Federal Agency(ies):
Drug Enforcement Administration

Please provide the name, telephone number, e-mail address, and fax number for the administrative or financial staff person at the State or Local agency, who is directly responsible for the billings under this Reimbursement Agreement:

Name: **Rossana Schettino, Grant Accountant**

Telephone Number: **956-318-2511, Ext. 4673**

E-mail Address: **Rossana.schettino@auditor.co.hidalgo.tx.us**

Fax Number: **956-318-2577**

This agreement is between the above named State or Local law enforcement agency and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This agreement shall be effective when signed by an authorized State or Local agency official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Coordinator, and the OCDETF Executive Office.

1. It is agreed that the State or Local law enforcement officers named on this agreement will assist in OCDETF investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, October, 2009.

1. No individual agreement with a State or Local department may exceed $20,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF investigation or Strategic Initiative in a single fiscal year may not exceed $30,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Coordinator to the OCDETF budget officer when seeking to exceed the above stated funding levels.

3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular agreement are completely deobligated with the intention of closing that agreement, it will not count as a modification for purposes of this policy. These amendments or changes must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Coordinator or designee for the region and forwarded to the OCDETF Executive Office.

4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local agency indicates that it is no longer performing work under a particular Agreement, the State and Local Overtime Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.

5. The State and Local law enforcement agency is to provide monthly billing estimates or activity upon request.

6. The State or Local law enforcement agency agrees to provide experienced drug law enforcement officers who are identified in this agreement to work on the specified OCDETF investigation or Strategic Initiative. Any change in law enforcement officers assigned must be agreed to by all approving officials.

7. Officers who are not deputized shall possess no law enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent agency.

8. Officers who are deputized may possess Federal law enforcement authority as specified by the agency affording the deputation.

9. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the investigation or Strategic Initiative.

10. OCDETF and the sponsoring Federal law enforcement agency(ies) for the approved OCDETF investigation or Strategic Initiative will provide to the assigned State/Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this agreement.

11. Officers assigned to OCDETF investigations or Strategic Initiatives must work full-time on the investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" requirement, a law enforcement officer must work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local agency must pay the base salary of its officers. In the event officers must work overtime on an OCDETF investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local law enforcement agency for a limited amount of those overtime costs.] The agency is responsible for paying its law enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.

12. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this agreement as well as the time period covered. The agency affected by any such modification will receive a memo notifying them of the changes.

13. Overtime payments, in any event, may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local agency is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.

14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.

15. Under no circumstances will the State or Local agency charge any indirect costs for the administration or implementation of this agreement.

16. The State or Local agency shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.

17. The State or Local agency shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement. Failure to provide proper documentation will limit State or Local law enforcement agencies from receiving OCDETF funding in the future.

18. The State or Local agency will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.

19. This agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local agencies must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating agency or police department prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for agencies that are unable to accept this form of payment, however, such agencies must include written justification in the addendum of each new agreement.

21. All changes made to the original agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Coordinator or designee must initial all funding changes.

22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Agencies are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

This agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal agency and the State or Local law enforcement agency. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the agreement have been met.

Approved By: **Guadalupe Trevino** Sheriff 9-9-09
Authorized State or Local Official *Title* *Date*

Approved By: ~~**Paul K. Craine, ASAC**~~ William Asp ASAC 9-22-09
Sponsoring Federal Agency Special Agent in Charge or Designee *Date*

Approved By: Lori Anne Tandy 9-22-09
Sponsoring Agency Regional OCDETF Coordinator *Date*

Approved By:
Assistant United States Attorney Regional OCDETF Coordinator *Date*

Funds are encumbered for the State/Local Agency overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Funds Certified:
OCDETF Executive Office *Date*

Approving Official:
OCDETF Executive Office *Date*

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STATE OR LOCAL LAW ENFORCEMENT OFFICERS ASSIGNED TO PARTICIPATE IN THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAMS

State or Local Agency: **Hidalgo County Sheriff's Office**

OCDETF Investigation / Strategic Initiative Number: **SW-TXS-0740H**

The law enforcement officers listed below will assist with the above identified OCDETF investigation or Strategic Initiative. Any modification of the list of law enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	NAME	TITLE/RANK	DOB
1.	Jorge E. Alvarez	Senior Deputy 1	07-09-1968
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

PAYEE/COMPANY INFORMATION (Include State and Local agency name as written on agreement cover sheet)

Name: Hidalgo County Sheriff's Office
Address: 100 East Cano, 3rd Floor, Edinburg, Texas 78539
Taxpayer ID Number: XXXXX-717
Contact Person Name: **Norma G. Garcia** Telephone Number: 956-318-2506

FINANCIAL INSTITUTION INFORMATION

Bank Name: **First National Bank**
Nine-Digit ABA Routing Transit Number:
Depositor Account Number:
Type of Account: (checking/savings) **Checking**

Please return with the Reimbursable Agreement

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: https://www.ipp.gov/

AI-17647 **21.C.**

OCDE Grant

CC REGULAR

Date:	09/29/2009
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

1. Approval of the Organized Crime Drug Enforcement Task Forces (OCDETF) Agreement between the Hidalgo County Sheriff's Office and the Drug Enforcement Administration McAllen District Office/Houston Division Office OCDETF Strike Force Group D-81.
2. Approval of Certification of Revenues as certified by the County Auditor for the OCDETF Grant Contract.
3. Approval to appropriate OCDE Grant award in the amount of $66,544.00.

BACKGROUND

The grant period is October 01, 2009 to September 30, 2010.
Grant budget includes leasing of vehicles, equipment, and operational expenses.
No local cash match is required.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1284-421-00-280-037-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $66,544.00 for the Organized Crime Drug Enforcement Task Force Grant. Grant period is from 10/1/09 to 9/30/10.

Revenue account# 9-1284-331-10-280-037-0-000 Organized Crime Drug Enforcement Task Force Grant.

Attachments

Link: OCDE.agreement

Link: OCDE budget

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	09/24/2009 11:31 AM	APRV
2	Budget & Management	Erika Zamora	09/24/2009 01:38 PM	APRV

3	Manuel Chapa	Manuel Chapa	09/25/2009 10:34 AM	APRV
4	Auditor's Office	Angela Garcia	09/25/2009 05:15 PM	APRV

Form Started By: Emilia Uriegas

Started On: 09/23/2009 10:57 AM

Final Approval Date: 09/25/2009

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

Agreement

FOR THE USE OF THE OCDETF STRIKE FORCE/STRATEGIC INITIATIVE PROGRAMS

Federal Tax Identification #: **74-6000717** DC#: _____

Amount Requested: **$ 66,544.00**	OCDETF Investigation / Strategic Initiative #: **SW-TXS-0740H**
From: **October 1, 2009** (Beginning Date of Agreement) To: **September 30, 2010** (Ending Date of Agreement)	Federal Agency Investigation #: **M5-09-0122**
Strike Force/Strategic Initiative Name and Address: **Drug Enforcement Administration** **McAllen District Office/Houston Division Office** **OCDETF Strike Force Group D-81** **1200 N. Commerce Cntr. , McAllen, Texas 78501**	State or Local Agency Name and Address: **Hidalgo County Sheriff's Office** **711 El Cibolo Road** **Edinburg, Texas 78540**
Sponsoring Federal Agency (Strike Force only): Lead Investigator: **Rudy Maldonado, GS** Telephone Number: **956-992-8427** Email Address: **Rudy.Maldonado@usdoj.gov**	State or Local Agency Narcotics Supervisor: **Rudy Espinoza** Telephone Number: 956-383-8114 E-mail Address: **Rodolfo.espinoza@hidalgo .so.org** Fax Number **956-393-6179**

Brief explanation of services/goods provided and basis for determining costs:
Leased vehicles, computer equipment, technical surveillance equipment, office supplies, training, travel are needed to facilitate operational interface of the Hidalgo County Sheriff's Office with the McAllen DO Strike Force. The vehicle cost was determined based on current lease agreement between the HCSO and Enterprise Rental Company, San Antonio, Texas. Other costs were based on current government pricing quotes.

Please provide the name, telephone number, and e-mail address for the administrative or financial staff person at the state or local agency, who is directly responsible for the billings under this Reimbursement Agreement:

Name: **Armando Perez, Grant Accountant**

Telephone Number: **956-318-2511, Ext. 4674**

E-mail Address: **Armando.perez@auditor.co.hidalgo.tx.us**

Fax Number: **956-318-2577**

Agreement - (Oct 09)

This agreement is between the above named state or local agency and the Organized Crime Drug Enforcement Task Force (OCDETF) Program. This agreement shall be effective when signed by a state or local law enforcement agency official, who is authorized to approve the expenditure of funds in support of OCDETF investigations, the Strike Force leader or his/her designee (Strike Forces) or the AUSA OCDETF Coordinator (Strategic Initiatives) and the OCDETF Executive Office Budget Officer, or his/her designee.

1. It is agreed that the state or local agency named on this agreement will assist in OCDETF investigations, strategic initiatives, and/or prosecutions as set forth in the Organized Crime Drug Enforcement Task Force Strike Force/Strategic Initiative Programs and Policy and Procedures Manual, October 2009.

2. This agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

3. Costs incurred pursuant to an OCDETF investigation or due to participation in an OCDETF Strategic Initiative by a state and local program participant, including informant fees, purchase of evidence, travel, either by a state or local officer, witness or confidential source; rental of automobiles; cost of interpreters or translators; training in support of OCDETF; technical surveillance equipment; rental of office space for temporary use, such as an off-site location for electronic monitoring or off-site command post, may be reimbursed by OCDETF under certain circumstances. Rental payments cannot be paid in advance and must be paid in arrears. Reimbursable Requests with rent included are due on the first workday of each month, and must be for the month that just ended rather than the month beginning. Any exceptions or additions to the approved reimbursable costs listed above must be detailed and attached in Addendum A of the Agreement.

4. Property and equipment purchased through the OCDETF Program must remain available to the Strike Force/Strategic Initiative for the duration of its existence. Once the investigation or initiative is concluded, usage and disposition are at the discretion of the purchasing organization.

5. The reimbursement of these items must be permissible under the AFF statute, Section 524 (c)(1)(I) of Title 28, United States Code, and this guidance, and are subject to the availability of funds.

6. All approving officials must agree to amendments or changes to the amount of the Agreement, the listing of eligible items to be reimbursed, and associated estimates that occur after an Agreement has been executed. These amendments or changes must be transmitted by a memorandum approved and signed by the Strike Force Leader (Strike Forces) or AUSA Coordinator (Strategic Initiatives), and forwarded to the OCDETF

Executive Office. All changes made to the original agreement must be approved and initialed by the person making the revision and the Strike Force Leader (Strike Forces) or AUSA Coordinator (Strategic Initiatives).

7. Subsequent to payment of invoices by the state and local agency to a third party vendor, the DOJ will reimburse the agency for approved investigation or initiative related equipment and service costs. To ensure proper and complete utilization of OCDETF cost allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the Strike Force Leader (Strike Force) or AUSA Coordinator (Strategic Initiative) within thirty (30) days of the close of the month in which the costs were incurred.

8. State and local agencies must provide official procurement documents to support all reimbursable expenditures to the Strike Force leadership (Strike Forces) or AUSA Coordinator (Strategic Initiatives). Official procurement documents may include purchase orders, service agreements, invoices, receiving documents, etc. If proper supporting documentation is not available, OCDETF will not make reimbursement payments. The cumulative amount of all reimbursements cannot exceed the agreement amount without proper modification.

9. Under no circumstances will the state or local agency charge any indirect costs for the administration or implementation of this agreement.

10. By the 25th day of the month the quarter ends (December, March, June and September), the Strike Force Leader (Strike Forces) or AUSA Coordinator (Strategic Initiatives) will provide to the Executive Office a status of funds report detailing expenditures for each reimbursable agreement. State and local agencies are to provide billing estimates or activity updates upon request including the value of services provided and billed, the value of services provided but not billed and value of services not provided through the end of that quarter.

11. The state or local agency shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal agencies, DOJ, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement. In addition, the state or local agency will maintain all such foregoing reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this Agreement, whichever is later. Failure to provide proper documentation will limit State or Local law enforcement agencies from receiving OCDETF funding in the future.

12. The state or local agency will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3

(1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.

13. Electronic Funds Transfer Process

a) The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment. In accordance with the act, all OCDETF reimbursement payments will be issued via EFT.

b) All participating State and Local agencies must complete and submit the attached ACH vendor enrollment form. The OCDETF Executive Office must receive one ACH form from each participating agency or police department prior to processing their reimbursement payments.

c) In certain circumstances the OCDETF Executive Office may make exceptions for agencies that are unable to accept this form of payment, however, such agencies must include written justification in the Addendum A of each new agreement.

d) ACH banking information must be updated and submitted to your Regional Coordination Group when any banking information changes. Reasons for change include but are not limited to change in bank name, routing number, and account number. (list any others that you can think of)

e) If payment via EFT is unsuccessful after two attempts due to incorrect ACH banking information, the Executive Office will submit payment for Reimbursement Requests with a Treasury Check.

f) The Internet Payment Platform (IPP) is the secure web-based payment information system provided by the U.S. Department of Treasury's Financial Management System. The IPP system can be used by the State or Local agencies to exchange invoices and banking information in order to process and track payment reimbursement with the OCDETF Executive Office. Please refer to https://www.ipp.gov/ for registration, an instructional video, and a downloadable brochure on the IPP system.

This agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth, agreed to herein represent projections only, and are based upon consultation between the Strike Force or AUSA Coordinator and the state or local law enforcement agency. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF investigation. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the agreement have been met.

Approved By: **Guadalupe "Lupe" Trevino** **Sheriff** 9-9-09

Authorized State or Local Official *Title* *Date*

Approved By: **Paul K. Craine, ASAC-Strike Force Comm.**

Strike Force Leader (SF /AUSA Coordinator (SI) *Title* *Date*

Funds are encumbered for the costs specified above, subject to the availability of funds.

Funds Certified: _____

OCDETF Executive Office *Date*

Approving Official: _____

OCDETF Executive Office *Date*

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STATE OR LOCAL LAW ENFORCEMENT STRIKE FORCE/STRATEGIC INITIATIVE AGREEMENT COST ESTIMATE

Name of Strike Force/Strategic Initiative: **McAllen District Office Strike Force**

OCDETF Investigation/Strategic Initiative Number: **SW-TXS-0740H**

The following is an estimate of operational costs expected to be incurred by state and local enforcement in an OCDETF Strike Force investigation or Strategic Initiative. These costs are reimbursable under this agreement, subject to the availability of funds.

	DESCRIPTION	AMOUNT
1.	Leased Vehicle	$13,000.00
2.	Computer Equipment	$11,144.00
3.	Technical Surveillance Equipment	$6,200.00
4.	Office Supplies	$11,200.00
5.	Training	$20,000.00
6.	Travel	$5,000.00
7.	**TOTAL**	**$66,544.00**
8.		
9.		
10.		
11.		
12.		
13.		

Addendum A

COST JUSTIFICATION:

The McAllen District Office Strike Force is requesting the following items which will be utilized by the McAllen DO Strike Force. (FY 2010)

LEASED VEHICLES

Total: $13,000 to cover Leased Vehicle(s).

COMPUTER EQUIPMENT

4 DELL SE198WFP 19 Inch Widescreen Flat Panel Monitors ($700.00): Monitors to be utilized by Strike Force Agents and one group assistant. Monitors will be used to replace obsolete monitors currently being used by Group D81.

1 HP Color Laser Jet 4700dn Printers ($1,6200.00): Color printer needed to print color photos for CS Files, Case Files, U.S. Attorney's Office, Operational Plans and surveillance teams.

4 Dell XPS M1330 Laptop Computers: To be used by Strike Force Agents. The computers will be utilized for real time tracking of suspect vehicles, cellular site tracking of pen register and TIII targets and well as IP based pole cameras deployed in furtherance of Strike Force investigations. (See Attachment – Specifications) $ 8,824.00

Total: $11,144.00

TECHNICAL SURVEILLANCE EQUIPMENT

1 Canon EOS SLR Camera w/ Telephoto Lens and accessories. To be utilized by Strike Force Agents. ($3,200.00)

Vehicle Trackers ($3,000.00)

Total: $6,200.00

OFFICE SUPPLY

HP 91 Jet Printer/Plotter Printing Supplies ($9,000.00)
For plotters that were purchased FY08.

HP Color Laser Jet 4700 Printing Supplies ($2,200.00) Printing supplies for printers bought last year.

Total: $11,200.00

TRAINING

Total: $20,000.00 - Training remains to be scheduled.

TRAVEL

Total: $5,000.00 to cover travel expenses incurred by TFO.

TOTAL: $66,544.00

BALANCES AFTER MODIFICATIONS

Leased Vehicles	$13,000.00
Computer Equipment	11,144.00
Technical Surveillance Equipment	6,200.00
Office Supplies	11,200.00
Training	20,000.00
Travel	5,000.00
TOTAL	**$66,544.00**

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

PAYEE/COMPANY INFORMATION (Include State and Local Agency name as written on agreement cover sheet)

Name: **Hidalgo County Sheriff's Office**
Address: **100 East Cano, 3rd Floor, Edinburg, Texas 78539**
Taxpayer ID Number: 746000717
Contact Person Name: **Norma G. Garcia** Telephone Number: **956-318-2506**

FINANCIAL INSTITUTION INFORMATION

Bank Name: **First National Bank of Edinburg**
Nine-Digit ABA Routing Transit Number: **114921415**
Depositor Account Number: **14009463**
Type of Account: (checking/savings) **Checking**

Please return with the Reimbursable Agreement

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by EFT. A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: https://www.ipp.gov/

DATE: September 23, 2009

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: OCDE

ACCOUNT NUMBER: 9-1284-421-00-280-037-0-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
9-1284-421-00-280-037-0-442	Rental of Equipment and Vehicles	13,000.00
9-1284-421-00-280-037-0-581	In-County Employee Travel	5,000.00
9-1284-421-00-280-037-0-584	Registration Fees	20,000.00
9-1284-421-00-280-037-0-601	Office & Computer Supplies	11,200.00
9-1284-421-00-280-037-0-665	Minor Computer Equipment	700.00
9-1284-421-00-280-037-0-745	Computer Equipment	10,444.00
9-1284-421-00-280-037-0-748	Other Equipment	6,200.00
	TOTAL APPROPRIATIONS	66,544.00
9-1284-331-10-280-037-0-000	Organized Crime Drug Enforcement Task Force	66,544.00
	TOTAL REVENUES	66,544.00

REASON: **To appropriate budget for the Organized Crime Drug Enforcement (OCDE) Task Force grant award.**

Grant Period: 10/01/09 to 09/30/10 **OCDETF Investigation #SW-TXS-0740H**

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-17665 **22.A.**

San Carlos Drainage Improvements, Diana Estates

CC REGULAR

Date:	09/29/2009
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Consideration and approval to purchase a certain tract of land described as Parcel 1 & 2 being a 0.21 and a 0.31 acre tract of land out of Lot 6, R.B. Curry Survey No. 2 for the Schunior Drain Extension Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-124-065-0-711

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

BUDGETARY IMPACT:

Refer to Agenda Item #17576: Funding is pending transfer (AI #17576 $2,500.00)

Attachments

Link: Leonardo Camarillo Parcel No.1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:36 AM	APRV
2	Olga Garza	Olga Garza	09/24/2009 04:02 PM	APRV
3	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Sandra Garcia Started On: 09/23/2009 02:01 PM

Final Approval Date: 09/25/2009

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENCE NUMBER.
Chapter 11, Sec. 11.008 Texas Property Code

DRAINAGE EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF HIDALGO §

That, I Leonardo Camarillo ("Grantor") for and in consideration of the sum of Two Thousand Five Hundred and No/100ths Dollars ($2,500.00) other good and valuable consideration, to them in hand paid by the County of Hidalgo ("Grantee") the receipt of which is hereby acknowledge and confessed, have GRANTED, BARGAINED AND CONVEYED and by these presents do GRANT, BARGAIN AND CONVEY unto the said County of Hidalgo, its successors or assigns, the free and uninterrupted use, liberty and privilege of passage in, along, upon and across that certain tract of land situated in Hidalgo County, Texas described as follows, to-wit:

See Exhibit "A" attached hereto and incorporated herein at this point for all purposes,

for the purpose of constructing, reconstructing, excavating, digging, maintaining, and operating an underground drainage pipe, spoil bank, and structures necessary for the disposal of accumulated and excessive rainfall and/or flood water, (collectively the "Pipe") together with free ingress and egress at all reasonable times to and from said property described above for the purpose of doing and performing or having performed, any and all acts and functions necessary for the orderly constructing, reconstructing excavating, digging, maintaining and operating the said Pipe, spoil banks, and structures, together with any and all other functions and acts necessary and incident to the constructing, reconstructing, excavating, digging, maintaining and operating of a Pipe, spoil bank, and structures in, along, over and across the property described above.

Grantor does further GRANT, BARGAIN AND CONVEY to the County of Hidalgo a Temporary Construction Easement for so long as is necessary for Grantee to construct the Pipe as described on Exhibit "B" attached hereto and incorporated herein at this point for all purposes for the purpose of constructing the Pipe.

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation: (i) the reasonable right from time-to-time to remove any and all trees and undergrowth, and other obstructions that may injure the use of the Pipe by Grantee and/or interfere with the construction, installation, use, operation, inspection, repair, alteration, protection, maintenance, replacement, upgrading, or removal thereof; and (ii) the right to abandon-in-place the Pipe, such that Grantee shall have no obligation or liability to Grantor or to Grantor's heirs, successors or assigns, to move or remove any such Pipe.

Grantor, and Grantor's heirs, successors and assigns, may fully use and enjoy the premises encumbered by said easement and Grantor may connect drain lines to the Pipe with the expressed consent of Grantee's, except that such use and enjoyment including the right to connect drain lines to the Pipe shall not hinder, conflict or interfere with the exercise of Grantee's rights hereunder and no building, structure or reservoir shall be constructed upon, over or across the easement hereby granted without Grantee's written consent.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the Pipe. This agreement together with other provisions of this grant shall be perpetual and shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees. Grantor covenants that Grantor is the owner of the above described land and that said land is free and clear of all encumbrances and liens.

TO HAVE AND TO HOLD the easement and rights appurtenant thereto unto the Grantee, its successors and assigns, until the Pipe is declared permanently abandoned by the Grantee, in which event said easement and rights appurtenant thereto shall cease and terminate and revert to Grantor, Grantor's successors and assigns.

TO HAVE AND TO HOLD, all and singular, the easement and rights appurtenant thereto, unto Grantee, its successors or assigns until the Pipe is declared permanently abandoned by the Grantee, in which event said easement and rights shall cease and terminate and revert appurtenant thereto to Grantor, Grantor's successors and assigns; this easement being conditioned, however, that the title in and to all oil, gas and other minerals in and under said land shall be and remain vested in the present owners, their heirs or assigns, without, however, any right whatever remaining to the owners of such oil, gas and other minerals of ingress or egress to or from the surface of said land for the purpose of exploring, drilling, developing or mining of the same.

WITNESS our hand(s) this the 3 day of September, 2009.

By: Leonardo Camarillo

(**ACKNOWLEDGMENT**)

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on this 3, day of September, 2009 by Leonardo Camarillo.

Notary Public, State of Texas

J. BENITO RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
9-06-2009

METES AND BOUNDS

HIDALGO COUNTY PRECINCT No.4
SAN CARLOS DRAINAGE IMPROVEMENTS
DIANA ESTATES
PARCEL: No.1 (PERMANENT EASEMENT)

A 0.21 OF AN ACRE TRACT OF LAND OUT OF LOT 6, R.B. CURRY SURVEY No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 1363, PAGE 607, 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 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE EAST LINE OF A 35.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.1 CANAL R.O.W. AND ON THE NORTH LINE OF THE LEONARDO CAMARILLO TRACT (A 2.14 ACRE TRACT OUT OF LOT 6, R.B. CURRY SURVEY No.2, ACCORDING TO PROBATE WILL RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 11647, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) FOR THE SOUTHWEST CORNER OF THIS TRACT, SAID ROD BEARS S 09°15'W, 489.65 FEET AND S 81°03'44"E, 35.00 FEET FROM THE NORTHWEST CORNER OF LOT 6.

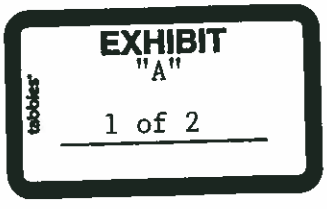
THENCE; N 09°15'E, ALONG THE EAST LINE OF SAID 35.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.1 CANAL R.O.W., A DISTANCE OF 20.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 81°03'44"E, A DISTANCE OF 211.87 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 09°15'E, A DISTANCE OF 214.88 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°03'44"E, A DISTANCE OF 20.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF DIANA ESTATES (RECORDED IN VOLUME 29, PAGE 103-A, MAP RECORDS, HIDALGO COUNTY, TEXAS) FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 09°15'W, ALONG THE WEST LINE OF DIANA ESTATES, A DISTANCE OF 234.88 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE NORTH LINE OF THE ARTURO CAMARILLO TRACT (A 2.14 ACRE TRACT OUT OF LOT 6, R.B. CURRY SURVEY No.2, ACCORDING TO PROBATE WILL RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 11647, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) FOR THE SOUTHEAST CORNER OF THIS TRACT.



THENCE; N 81°03'44"W, ALONG THE NORTH LINE OF THE ARTURO CAMARILLO TRACT AND THE NORTH LINE OF THE LEONARDO CAMARILLO TRACT, A DISTANCE OF 231.87 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.21 OF AN ACRE OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH DIANA ESTATES, RECORDED IN VOLUME 29, PAGE 103-A, MAP RECORDS, HIDALGO COUNTY, TEXAS.

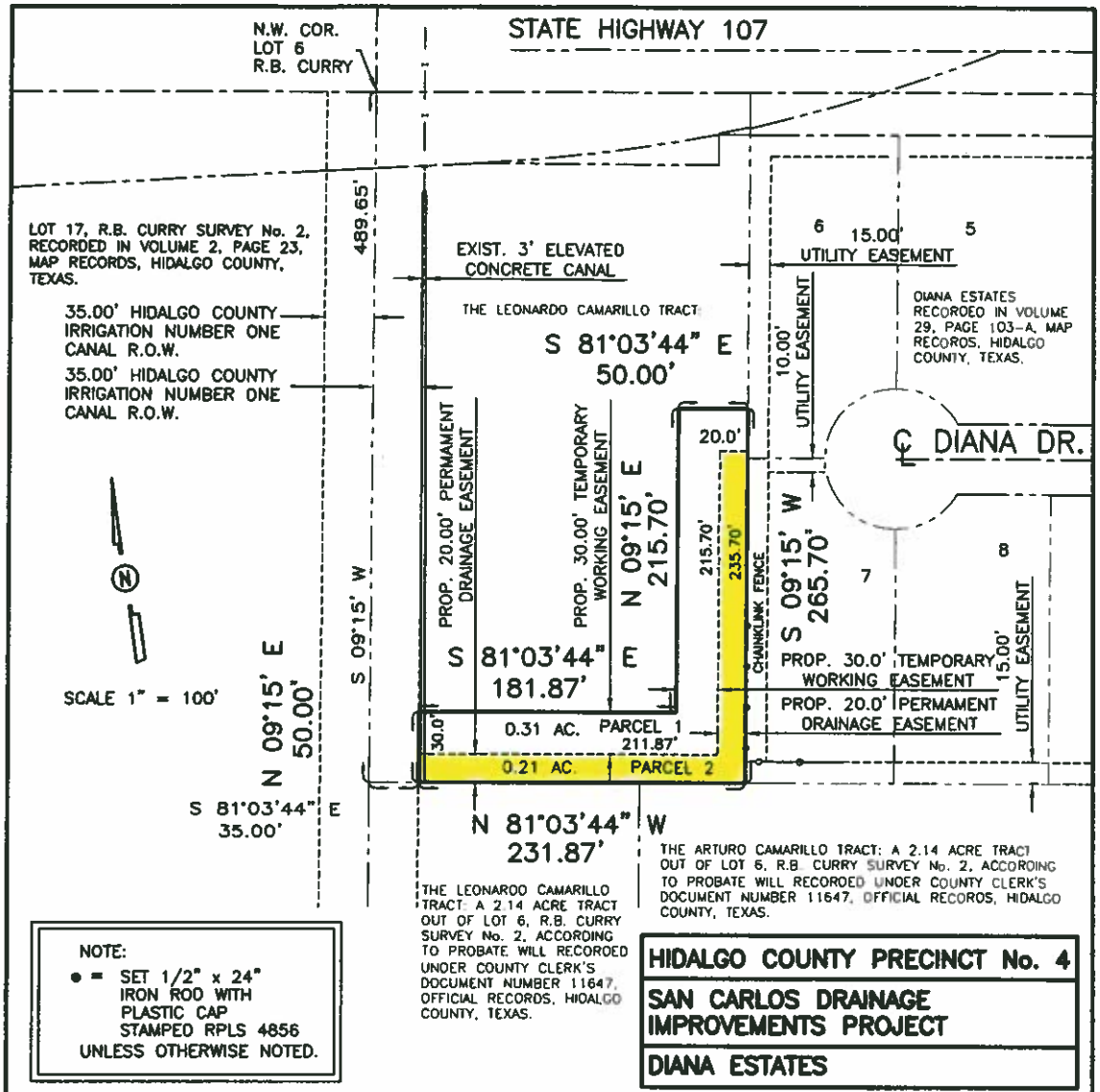
THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: July 15, 2009

STATE OF TEXAS
REGISTERED
ALFONSO QUINTANILLA
4856
PROFESSIONAL
LAND SURVEYOR

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856



NOTE:
● = SET 1/2" x 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 UNLESS OTHERWISE NOTED.

HIDALGO COUNTY PRECINCT No. 4

SAN CARLOS DRAINAGE IMPROVEMENTS PROJECT

DIANA ESTATES

PLAT SHOWING

TWO TRACTS OF LAND OUT OF LOT 6, R.B. CURRY SURVEY No. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 1363, PAGE 607, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

FLOOD ZONE DESIGNATION: ZONE "X"
AREAS OF 500-YEAR FLOOD; AREAS OF 10D-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEEVES FROM 100-YEAR FLOOD.

COMMUNITY-PANEL 480334 0325 D
MAP REVISED: LOMR MAY 17, 2001

BEARINGS SHDWN ON THIS SURVEY PLAT ARE IN ACCORDANCE WITH DIANA ESTATES RECORDED IN VOLUME 29, PAGE 103-A, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

VOL. 2 PAGE 23
SURVEYED JULY 14, 2009
ADDRESS
OWNER
JOB No.
BOOK No. T-139 PAGE 10
F:\DATA\PRJT\H.C.\P4\HC DRAINAGE-RS DIANA ESTATES EASEMENT

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
PHONE 956-381-6480
FAX 956-381-0527

METES AND BOUNDS

HIDALGO COUNTY PRECINCT No.4
SAN CARLOS DRAINAGE IMPROVEMENTS
DIANA ESTATES
PARCEL: No.2 (TEMPORARY WORKING EASEMENT)

A 0.31 OF AN ACRE TRACT OF LAND OUT OF LOT 6, R.B. CURRY SURVEY No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 1363, PAGE 607, 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 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE EAST LINE OF A 35.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.1 CANAL R.O.W. FOR THE SOUTHWEST CORNER OF THIS TRACT, SAID ROD BEARS S 09°15'W, 469.65 FEET AND S 81°03'44"E, 35.00 FEET FROM THE NORTHWEST CORNER OF LOT 6.

THENCE; N 09°15'E, ALONG THE EAST LINE OF SAID 35.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.1 CANAL R.O.W., A DISTANCE OF 30.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 81°03'44"E, A DISTANCE OF 181.87 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 09°15'E, A DISTANCE OF 214.88 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°03'44"E, A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF DIANA ESTATES (RECORDED IN VOLUME 29, PAGE 103-A, MAP RECORDS, HIDALGO COUNTY, TEXAS) FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 09°15'W, ALONG THE WEST LINE OF DIANA ESTATES, A DISTANCE OF 30.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 81°03'44"W, A DISTANCE OF 20.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 09°15'W, A DISTANCE OF 214.88 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°03′44″W, A DISTANCE OF 211.87 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.31 OF AN ACRE OF LAND MORE OR LESS.

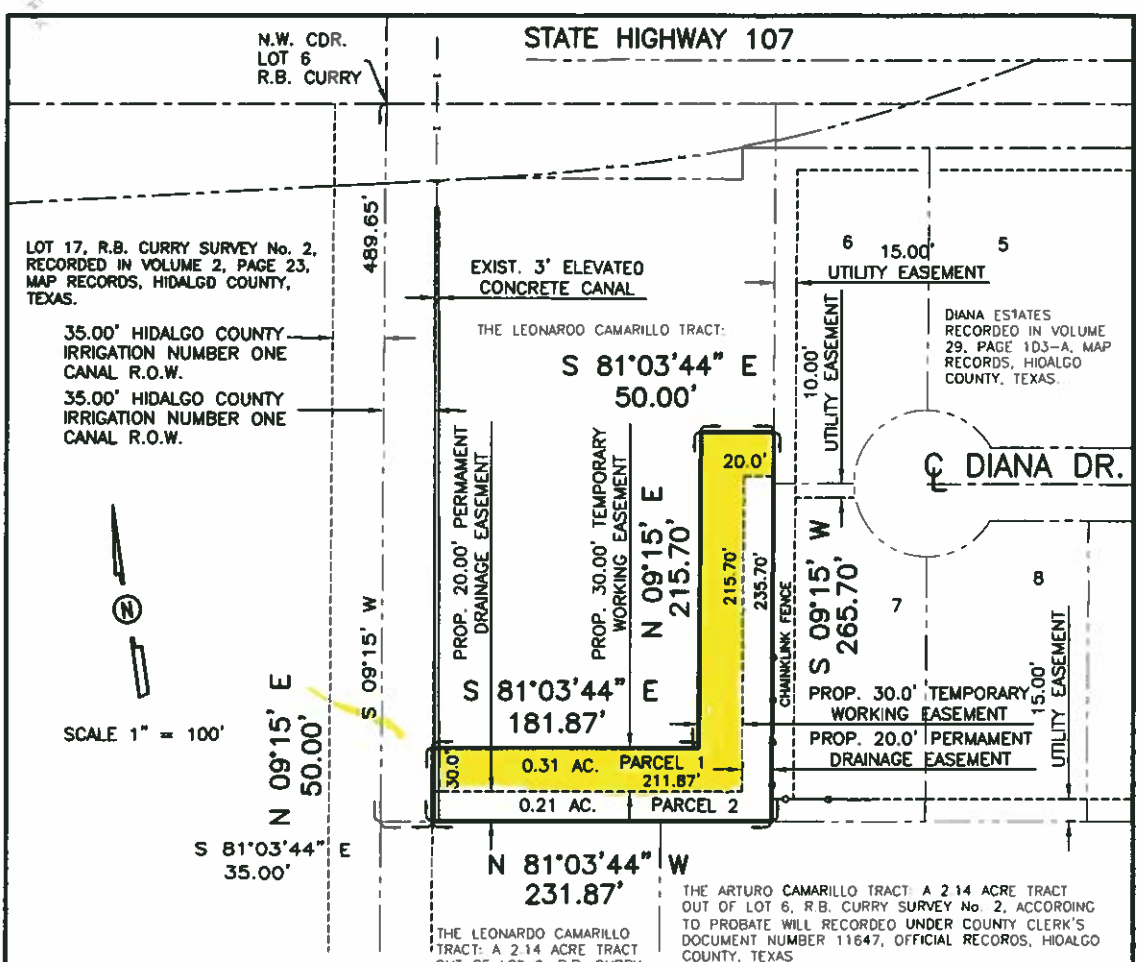
BEARINGS ARE IN ACCORDANCE WITH DIANA ESTATES, RECORDED IN VOLUME 29, PAGE 103-A, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: July 15, 2009

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856



NOTE:
● = SET 1/2" x 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 UNLESS OTHERWISE NOTED.

HIDALGO COUNTY PRECINCT No. 4

SAN CARLOS DRAINAGE IMPROVEMENTS PROJECT

DIANA ESTATES

PLAT SHOWING

TWO TRACTS OF LAND OUT OF LOT 6, R.B. CURRY SURVEY No. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 1363, PAGE 607, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

FLOOD ZONE DESIGNATION: ZONE "X"
AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEEVES FROM 100-YEAR FLOOD.

COMMUNITY-PANEL 480334 0325 D
MAP REVISED: LOMR MAY 17, 2001

BEARINGS SHOWN ON THIS SURVEY PLAT ARE IN ACCORDANCE WITH DIANA ESTATES RECORDED IN VOLUME 29, PAGE 103-A, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

VOL. 2 PAGE 23
SURVEYED JULY 14, 2009
ADDRESS _____
OWNER _____
JOB No. _____
BOOK No. T-139 PAGE 10
F:\DATA\PRJT\H.C.\P4\HC DRAINAGE-RS DIANA ESTATES EASEMENT

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
PHONE 956-381-6480
FAX 956-381-0527

AI-17662 **23.A.**

Tax Rate and Budget Adoption

CC REGULAR

Date:	09/29/2009
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

1. Public hearing on the 2010 Proposed Budget as per Texas Local Government Code 111.067.
2. Discussion, consideration, and action on changes and corrections to the 2010 Proposed Budget.
3. Approval to set salaries, allowances, and other compensation for Fiscal Year 2010.
4. Adoption of the 2010 Annual Budget.
5. Adoption of the 2009 Hidalgo County Ad Valorem Tax Rate.

BACKGROUND

1. Approval of 2010 Budget at Departmental Level.
2. Budget Officer designated to transfer amount from certain budgeted items to other budgeted items as per Texas Local Government Code Section 111.070C(2).
3. Approval to designate the General Fund and Special Revenue funds as the salary fund for their respective accounts as per Texas Local Government Code Section 154.042.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:33 AM	APRV
2	Erika Zamora	Erika Zamora	09/24/2009 10:29 AM	APRV
3	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Sergio Cruz — Started On: 09/23/2009 01:42 PM

Final Approval Date: 09/25/2009

AI-17661 **23.B.**

C.O., Series 2009 B - C

CC REGULAR

Date:	09/29/2009
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Presentation, discussion, consideration, and approval of an Order authorizing issuance, sale and delivery of Hidalgo County, Texas Certificates of Obligation, Series 2009B and Series 2009C; payable from the levy of a direct and continuing annual ad valorem tax within the limits prescribed by law and a limited pledge (never to exceed $1000) from the surplus net revenues from the operation of the County's Parks as authorized pursuant to Chapter 320, Local Government Code; prescribing the terms and form thereof and interest thereon; authorizing the use of an official statement to be used in connection with the sale of the certificates; and making other provisions regarding such certificates and matters incident thereto.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sergio Cruz (Originator)	Sergio Cruz	09/24/2009 10:26 AM	APRV
2	Budget & Management	Erika Zamora	09/24/2009 11:14 AM	APRV
3	Erika Zamora	Erika Zamora	09/25/2009 03:05 PM	APRV
4	Auditor's Office		09/25/2009 05:15 PM	NEW
Form Started By: Sergio Cruz			Started On: 09/23/2009 01:27 PM	
Final Approval Date: 09/25/2009				

AI-17613 **23.C.1.**

Interdepartmental Transfer for L J Drainage Project

CC REGULAR

Date:	09/29/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Budget and Management

Information

CAPTION

Pct. #2 CO 2009 Series (1339):
Approval of 2009 interdepartmental transfer within Certificate of Obligations Series 2009, from the Precinct# 2 Drainage Improvement Project (program 034) into L J Drainage Project (program 038) for Drain Ditches in the amount of $100,000.00.

BACKGROUND

Transfer is needed to cover materials that need to be purchased for project.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-122-XXX-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $1,140,270.70 as of 09/23/2009
9-1339-431-00-122-034-0-890------->9-1339-431-00-122-038-0-733 in the amount of $100,000.00

Attachments

Link: Inter-Departmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/22/2009 10:03 AM	APRV
2	Roland Garcia	Rolando Garcia	09/23/2009 10:45 AM	APRV
3	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Yolanda Cisneros Started On: 09/21/2009 04:58 PM

Final Approval Date: 09/25/2009

DATE: September 17, 2009

2009
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
CO 2009 Pct2 Drain Improvement

ACCOUNT NUMBER: 9-1339-431-00-122-XXX-0-XXX

SUBJECT: **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Yoli Cisneros
Ph#: 956-787-1891 Ext. 2002

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
9-1339-431-00-122-034-0-890	CO2009 PCT2 DRAIN IMPRV- OTHER	(100,000.00)
9-1339-431-00-122-038-0-733	CO2009 Pct2 Drain Improv. L J Drainage - Drainage Ditches	$100,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer from CO 2009 PCT2 DRAIN IMPROVEMENTS-OTHER STRUCTURES to L J Drainage Project to start ordering materials for project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-17612 **23.C.2.**

Interdepartmental Transfer for El Charro #2 Subdivision

CC REGULAR

Date:	09/29/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Budget and Management

Information

CAPTION

Pct. #2 R&B (1202):
Approval of 2009 interdepartmental transfer within Precinct #2 fund (1202) from R&B (program 006) to Border Colonia Access Program Project El Charro #2 Subdivision (program 240) in the amount of $10,000.00 to fund project expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-XXX-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $80,566.76 as of 09/22/2009
9-1202-431-00-122-006-0-731------->9-1202-431-00-122-240-0-731 in the amount of $10,000.00.

Attachments

Link: Inter-Departmantal Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/22/2009 10:00 AM	APRV
2	JC Carreon	Angela Garcia	09/22/2009 10:13 AM	APRV
3	Erika Zamora	Erika Zamora	09/22/2009 03:59 PM	APRV
4	Roland Garcia	Rolando Garcia	09/23/2009 10:44 AM	APRV
5	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Yolanda Cisneros Started On: 09/21/2009 04:57 PM

Final Approval Date: 09/25/2009

DATE: September 21, 2009

2009
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2

ACCOUNT NUMBER: 9-1202-431-00-122-XXX-0-XXX Road & Bridge

SUBJECT: **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Yoli Cisneros
Ph#: 956-787-1891 Ext. 2002

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
9-1202-431-00-122-006-0-731	Pct 2 P/U Rd - ROADS	(10,000.00)
9-1202-431-00-122-240-0-731	PCT2 P/U Rd - El Charro Subdivision - ROADS	$10,000.00
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:
Transfer from PCT2 ROAD & BRIDGE to BCAP PROJECT El Charro Subdivision for expenditures needed while working on the project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-17656 **23.C.3.**

Interdepartmental Transfer - Pct#4 Drainage Improvement Project (1339)

CC REGULAR

Date:	09/29/2009
Submitted By:	TONI MATA, COMM. PCT. #4
Department:	COMM. PCT. #4
Agenda Category:	Budget and Management

Information

CAPTION

Pct. #4 C.O. 2009 Series (1339):
Approval of 2009 interdepartmental transfer within Certificate of Obligation Series 2009 Precinct#4 Drainage Improvement Project from (program 036) to Trenton Drain (program 072)
in the amount of $ 17,500.00 to cover project expenditures.

BACKGROUND

To cover Work Authorization No. 3 under contract C-08-433-011-02-04 to continue Trenton Drain Project.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-124-036-0-890

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

BUDGETARY IMPACT:

9-1339-431-00-124-036-0-890-->9-1339-431-00-124-072-0-711 $17,500.00.
Funding available as of 9-24-09.

Attachments

Link: trnfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:30 AM	APRV
2	Manuel Chapa	Manuel Chapa	09/24/2009 04:10 PM	APRV
3	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: TONI MATA — Started On: 09/23/2009 01:06 PM

Final Approval Date: 09/25/2009

DATE: September 23, 2009

2009
Transfer

DEPARTMENT HEAD: Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Precinct No.4
CO 2009 Pct4 Drain Improvement

ACCOUNT NUMBER: 9-1339-431-00-124-036-0-890

SUBJECT: **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Toni Mata
Ph#: 956-292-7000 Ext. 4024

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
From:		
9-1339-431-00-124-036-0-890	**CO2009 Pct4 Drain Improv.- Other**	**(17,500.00)**
To:		
9-1339-431-00-124-072-0-711	**CO2009 Pct4 Trenton Drain - ROW**	**$17,500.00**
	TOTAL BUDGET INCREASE (DECREASE)	**17,500.00**

REASON:
Transfer to cover topographic surveying for Trenton Drain Project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-17683 **23.C.4.**

Line item transfer

CC REGULAR

Date:	09/29/2009
Submitted By:	Joel Rivera, CONSTABLE PCT. #4
Submitted For:	Joel Rivera
Department:	CONSTABLE PCT. #4
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

Constable Pct. #4:
Approval of 2009 interdepartmental transfer from Constable Pct. #4 Parking Lot Security to Constable Pct. #4 in the amount of $900.00 to fund expected expenditures.

BACKGROUND

Constable Pct. #4:
Approval of 2009 interdepartmental transfer from Constable Pct. #4 Parking Lot Security to Constable Pct. #4 in the amount of $900.00 to fund expected expenditures.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-421-00-294-007-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 09/24/2009

Attachments

Link: transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:51 AM	APRV
2	JC Carreon	JC Carreon	09/24/2009 11:17 AM	APRV
3	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Joel Rivera Started On: 09/23/2009 03:27 PM

Final Approval Date: 09/25/2009

BUDGET INTERDEPARTMENTAL TRANSFER REQUEST

DATE: 09/24/09

DEPARTMENT HEAD: HON. J.E. GUERRA

DEPARTMENT NAME: CONSTABLE PCT. #4

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

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Interdepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE ACCOUNT NUMBER	**ACCOUNT NAME**	**AMOUNT**
9-1100-421-00-294-001-0-535	Constable Pct. #4 - Postage	900.00
DECREASE ACCOUNT NUMBER		
9-1100-421-00-294-007-0-890	Parking Lot Security - Other	100.00
9-1100-421-00-294-007-0-535	Parking Lot Security - Postage	200.00
9-1100-421-00-294-007-0-346	Parking Lot Security - Hauling & Freight	100.00
9-1100-421-00-294-007-0-331	Parking Lot Security - Physician Services	500.00
9-1100-421-00-294-007-0-603	Parking Lot Security -Education/Instruct	100.00
	TOTAL	1,000.00

REASON: Transfer Needed to cover need operational expenditures

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE

ATTEST COUNTY CLERK

BUDGET INTERDEPARTMENTAL TRANSFER REQUEST

BUDGET INTERDEPARTMENTAL TRANSFER REQUEST

BUDGET INTERDEPARTMENTAL TRANSFER REQUEST

BUDGET INTERDEPARTMENTAL TRANSFER REQUEST

AI-17667 **23.C.5.**

Inter-Departmental Transfer

CC REGULAR

Date:	09/29/2009
Submitted By:	Yolanda Orozco, EMERGENCY SERVICES DIVISION
Submitted For:	A.A. Tony Pena, Jr.
Department:	EMERGENCY SERVICES DIVISION
Agenda Category:	Emergency Services Division

Information

CAPTION

Fire Marshal's Department (1100):
Approval of the 2009 interdepartmental transfer from Elsa Fire Department (program 007) to Alton Fire Department (program 003) in the total of $35,000 to fund for fire call expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1100-422-20-300-0XX-0-XXX

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

BUDGETARY IMPACT:

9-1100-422-20-300-007-0-841-->9-1100-422-20-300-003-0-841 $35,000.00 available balance as of 09/23/09.

Attachments

Link: intradept transfr

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:37 AM	APRV
2	Roland Garcia	Rolando Garcia	09/24/2009 02:32 PM	APRV
3	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Yolanda Orozco Started On: 09/23/2009 02:18 PM

Final Approval Date: 09/25/2009

DATE: September 29, 2009

AI-17667
(Revised)

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

DEPARTMENT NAME: Hidalgo County Fire Marshal

ACCOUNT NUMBER: 9-1100-422-20-300-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:		
9-1100-422-20-300-007-0-841	EMERG SRVS-ELSA FD-AID TO GOVT AGENCY	(35,000.00)
TO:		
9-1100-422-20-300-003-0-841	EMERG SRVS-ALTON FD-AID TO GOVT AGENCY	35,000.00
	TOTAL BUDGET INCREASE (DECREASE)	-

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

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-17728 **23.D.1.**

Interfund Transfer

CC REGULAR

Date:	09/29/2009
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Interfund Transfers

Information

CAPTION

TxDOT (1315):
a. Approval of 2009 interfund transfer from CO's 2009 Drainage Improvement project (1339) to TxDOT (1315) in the amount of $302,907.60 to fund project expenditures.

CO's 2004 (1334):
a. Approval of 2009 interfund transfer from TxDOT (1315) to CO's 2004 (1334) in the amount of $302,907.60 to fund project expenditures.

BACKGROUND

Partial Funding for Pct. No.2 Administrative Complex.

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1334-491-01-000-315-0-891

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

BUDGETARY IMPACT:

available balance of $302,907.60 as of 09/25/09.

FISCAL YEAR: 9 **ACCT. #:** 9-1339-431-00-122-034-0-890

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

BUDGETARY IMPACT:

available balance as of 09/25/09.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Angela Garcia	09/25/2009 04:58 PM	APRV
2	Budget & Management	Erika Zamora	09/25/2009 05:00 PM	APRV
3	Budget & Management	Erika Zamora	09/25/2009 05:03 PM	APRV
4	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Rolando Garcia

Started On: 09/25/2009 04:15 PM

Final Approval Date: 09/25/2009

AI-17626 **23.E.1.**

BCAP Round II Budget Amendment-Rounding adjustments (1311)

CC REGULAR

Date:	09/29/2009
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Agapito Vargas
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

BCAP Round II (1311):
Approval to amend the BCAP Round II budget for various colonias in the amount of ($2.17) due to rounding adjustments.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** fund 1311 various colonias

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

BUDGETARY IMPACT:

Approval to amend the BCAP Round II budget for various colonias in the amount of ($2.17) due to rounding adjustments.

Attachments

Link: Budget Amend 1

Link: Budget Amend 2

Link: Budget Amend 3

Link: back up

Link: back up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/22/2009 11:22 AM	APRV
2	Ivan Cantu	Ivan Cantu	09/23/2009 07:42 AM	APRV
3	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Erika Zamora Started On: 09/22/2009 10:41 AM

Final Approval Date: 09/25/2009

DATE: September 17, 2009

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program

ACCOUNT NUMBER: 9-1311-431-00-XXX-XXX-X-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increases) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1311-431-00-121-019-1-312	AGUA DULCE-INDIRECT COST	0.04
9-1311-431-00-121-071-1-312	BARBOSA LOPEZ #1-INDIRECT COST	(0.17)
9-1311-431-00-121-103-1-312	BERNAL HEIGHTS #1-INDIRECT COST	(0.14)
9-1311-431-00-121-105-1-312	BERNAL-INDIRECT COST	(0.38)
9-1311-431-00-121-132-0-339	CANA DE AZUCAR-OTHER PROF SRV	0.12
9-1311-431-00-121-137-0-312	CAPISALLO PARK-INDIRECT COST	0.35
9-1311-431-00-121-150-1-334	CHAPA III-ENG & ARCH SRV	(0.08)
9-1311-431-00-121-230-1-312	DIMAS #3-INDIRECT COST	0.26
9-1311-431-00-121-245-1-312	EL MONTE-INDIRECT COST	(0.20)
9-1311-431-00-121-318-1-312	HIGH LAND-INDIRECT COST	(0.07)
9-1311-431-00-121-368-0-312	LA BLANCA HEIGHTS-INDIRECT COST	(0.36)
9-1311-431-00-121-391-0-312	LA PALMA S/D-INDIRECT COST	(0.24)
9-1311-431-00-121-392-0-312	LA PALOMA #1-INDIRECT COST	(0.17)
9-1311-431-00-121-461-0-312	MID VALLEY ESTATES-INDIRECT COST	0.26
9-1311-431-00-121-495-0-312	NORTH CAPISALLO-INDIRECT COST	(0.09)
9-1311-431-00-121-509-1-312	OLD REBEL HEIGHTS-INDIRECT COST	(0.41)
9-1311-431-00-121-510-1-312	OLD REBEL HEIGHTS II-INDIRECT COST	0.46
9-1311-431-00-121-571-0-312	PUESTA DEL SOL-INDIRECT COST	0.49
9-1311-431-00-121-575-0-312	RC BABB #1-INDIRECT COST	(0.25)
9-1311-431-00-121-576-0-312	RC BABB #2-INDIRECT COST	(0.22)
9-1311-431-00-121-577-0-312	RC BABB #3-INDIRECT COST	(0.46)
9-1311-431-00-121-631-0-312	ROSEDALE HEIGHTS-INDIRECT COST	(0.11)
9-1311-431-00-121-804-0-312	WES MER-INDIRECT COST	(0.18)
9-1311-431-00-121-865-1-312	DIMAS #1-INDIRECT COST	0.22
9-1311-431-00-121-897-1-312	MEL GRAY-INDIRECT COST	(0.35)
	TOTAL EXPENDITURES	(1.68)

9-1311-334-30-121-000-0-000	PCT.1 BCAP ROUND II REVENUE	(1.68)
	TOTAL REVENUES	(1.68)

REASON:___To adjust BCAP RII budget amendment approved CC 08/30/05 due to rounding.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

DATE: September 17, 2009

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program

ACCOUNT NUMBER: 9-1311-431-00-XXX-XXX-X-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increases) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1311-431-00-122-406-1-312	LAS BRISAS-INDIRECT COST	(0.07)
9-1311-431-00-122-412-0-312	LAS HACIENDAS-INDIRECT COST	0.04
9-1311-431-00-122-484-1-312	MORNING SUN-INDIRECT COST	(0.01)
9-1311-431-00-122-494-1-312	NORTH ALAMO VILLAGE-INDIRECT COST	(0.26)
9-1311-431-00-122-503-1-312	NORTHSIDE VILLAGE #2-INDIRECT COST	0.27
9-1311-431-00-122-568-0-312	PRIMAVERA I-INDIRECT COST	(0.42)
9-1311-431-00-122-580-1-334	RSW UNIT # 1-ENG & ARCH SRV	(0.20)
9-1311-431-00-122-596-0-334	RANCHO ESCONDIDO-ENG & ARCH SRV	0.26
9-1311-431-00-122-605-1-312	RED BARN-INDIRECT COST	(0.11)
9-1311-431-00-122-620-0-312	ROADRUNNER #2-INDIRECT COST	(0.47)
9-1311-431-00-122-693-0-731	SOUTH SIDE VILLAGE-ROADS	0.36
9-1311-431-00-122-740-0-731	TINY ACRES-ROADS	0.17
9-1311-431-00-122-767-1-312	VAL BAR ESTATES-INDIRECT COST	0.45
9-1311-431-00-123-014-1-312	ACEVEDO S/D #4-INDIRECT COST	0.20
9-1311-431-00-123-015-0-312	ACOSTA S/D-INDIRECT COST	0.16
9-1311-431-00-123-042-0-312	AMBER LAND S/D-INDIRECT COST	(0.49)
9-1311-431-00-123-072-0-334	BARNEY GROVES S/D-ENG & ARCH SRV	0.29
9-1311-431-00-123-247-0-312	EL PARAISO S/D-INDIRECT COST	0.48
9-1311-431-00-123-250-0-312	EL SOL S/D #1-INDIRECT COST	(0.28)
9-1311-431-00-123-251-0-312	EL SOL S/D #2-INDIRECT COST	0.21
9-1311-431-00-123-267-1-312	EZEQUIEL ACEVEDO JR S/D#2-INDIRECT COST	(0.40)
9-1311-431-00-123-312-0-312	HAVANA S/D-INDIRECT COST	0.45
9-1311-431-00-123-322-1-312	HILDA S/D-INDIRECT COST	(0.44)
9-1311-431-00-123-384-1-312	LA HOMA RD N S/D-INDIRECT COST	(0.24)
9-1311-431-00-123-488-1-312	MUNOZ ESTATES-INDIRECT COST	(0.13)
9-1311-431-00-123-837-0-312	WALTON S/D-INDIRECT COST	0.20
	TOTAL EXPENDITURES	0.02
9-1311-334-30-122-000-0-000	PCT.2 BCAP ROUND II REVENUE	0.01
9-1311-334-30-123-000-0-000	PCT.3 BCAP ROUND II REVENUE	0.01
	TOTAL REVENUES	0.02

REASON: To adjust BCAP RII budget amendment approved CC 08/30/05 due to rounding.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

DATE: September 17, 2009

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program

ACCOUNT NUMBER: 9-1311-431-00-XXX-XXX-X-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increases) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1311-431-00-124-070-0-312	BAR VI-INDIRECT COST	0.22
9-1311-431-00-124-128-0-334	CALMA ESTATES-ENG & ARCH SRV	(0.12)
9-1311-431-00-124-129-0-334	CALMA ESTATES #2-ENG & ARCH SRV	(0.33)
9-1311-431-00-124-130-0-312	CALMA ESTATES #3-INDIRECT COST	0.20
9-1311-431-00-124-155-0-334	CITRUS CITY LAKE-ENG & ARCH SRV	0.07
9-1311-431-00-124-167-0-334	COLONIA BIG 5-ENG & ARCH SRV	0.25
9-1311-431-00-124-363-1-312	L & R GARZA-INDIRECT COST	(0.10)
9-1311-431-00-124-482-0-312	MORNING SIDE ESTATES-INDIRECT COST	(0.10)
9-1311-431-00-124-541-0-312	PALMA S/D #1-INDIRECT COST	(0.38)
9-1311-431-00-124-543-0-312	PALMA S/D #2-INDIRECT COST	0.01
9-1311-431-00-124-585-1-312	RAMBO ESTATES-INDIRECT COST	0.44
9-1311-431-00-124-612-0-312	RENA RAE S/D-INDIRECT COST	(0.20)
9-1311-431-00-124-785-0-312	VILLA DEL MUNDO-INDIRECT COST	(0.20)
9-1311-431-00-124-793-0-334	WARE COUNTY-ENG & ARCH SRV	(0.27)
	TOTAL EXPENDITURES	(0.51)
9-1311-334-30-124-000-0-000	PCT.4 BCAP ROUND II REVENUE	(0.51)
	TOTAL BUDGET INCREASE (DECREASE)	(0.51)

REASON: To adjust BCAP RII budget amendment approved CC 08/30/05 due to rounding.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

BORDER COLONIA ACCESS PROGRAM RII
AVAILABLE BALANCE AS SEPTEMBER S009

Account	Description	Encumb.	Available	Total Balance		Adj.	By Pct.
9-1311-431-00-121-019-1-312	AGUA DULCE-INDIRECT COST	-	-	-		0.04	
9-1311-431-00-121-071-1-312	BARBOSA LOPEZ #1-INDIRECT COST	-	788.53	788.53		(0.17)	
9-1311-431-00-121-103-1-312	BERNAL HEIGHTS #1-INDIRECT COST	-	788.90	788.90		(0.14)	
9-1311-431-00-121-105-1-312	BERNAL-INDIRECT COST	-	981.82	981.82		(0.38)	
9-1311-431-00-121-132-0-339	CANA DE AZUCAR-OTHER PROF SRV	270.04	-	270.04		0.12	
9-1311-431-00-121-137-0-312	CAPISALLO PARK-INDIRECT COST	-	-	-		0.35	
9-1311-431-00-121-150-1-334	CHAPA III-ENG & ARCH SRV	-	15.81	15.81		(0.08)	
9-1311-431-00-121-230-1-312	DIMAS #3-INDIRECT COST	-	776.87	776.87		0.26	
9-1311-431-00-121-245-1-312	EL MONTE-INDIRECT COST	-	787.91	787.91		(0.20)	
9-1311-431-00-121-318-1-312	HIGH LAND-INDIRECT COST	-	-	-		(0.07)	
9-1311-431-00-121-368-0-312	LA BLANCA HEIGHTS-INDIRECT COST	-	1,164.89	1,164.89		(0.36)	
9-1311-431-00-121-391-0-312	LA PALMA S/D-INDIRECT COST	-	-	-		(0.24)	
9-1311-431-00-121-392-0-312	LA PALOMA #1-INDIRECT COST	-	925.92	925.92		(0.17)	
9-1311-431-00-121-461-0-312	MID VALLEY ESTATES-INDIRECT COST	-	-	-		0.26	
9-1311-431-00-121-495-0-312	NORTH CAPISALLO-INDIRECT COST	-	788.44	788.44		(0.09)	
9-1311-431-00-121-509-1-312	OLD REBEL HEIGHTS-INDIRECT COST	-	2,453.01	2,453.01		(0.41)	
9-1311-431-00-121-510-1-312	OLD REBEL HEIGHTS II-INDIRECT COST	-	-	-		0.46	
9-1311-431-00-121-571-0-312	PUESTA DEL SOL-INDIRECT COST	-	752.25	752.25		0.49	
9-1311-431-00-121-575-0-312	RC BABB #1-INDIRECT COST	-	8.49	8.49		(0.25)	
9-1311-431-00-121-576-0-312	RC BABB #2-INDIRECT COST	-	24.50	24.50		(0.22)	
9-1311-431-00-121-577-0-312	RC BABB #3-INDIRECT COST	-	3.80	3.80		(0.46)	
9-1311-431-00-121-631-0-312	ROSEDALE HEIGHTS-INDIRECT COST	-	2,107.73	2,107.73		(0.11)	
9-1311-431-00-121-804-0-312	WES MER-INDIRECT COST	-	-	-		(0.18)	
9-1311-431-00-121-865-1-312	DIMAS #1-INDIRECT COST	-	788.99	788.99		0.22	
9-1311-431-00-121-897-1-312	MEL GRAY-INDIRECT COST	-	3,197.57	3,197.57		(0.35)	(1.68)
9-1311-431-00-122-406-1-312	LAS BRISAS-INDIRECT COST	-	-	-		(0.07)	
9-1311-431-00-122-412-0-312	LAS HACIENDAS-INDIRECT COST	-	1.17	1.17		0.04	
9-1311-431-00-122-484-1-312	MORNING SUN-INDIRECT COST	-	182.34	182.34		(0.01)	
9-1311-431-00-122-494-1-312	NORTH ALAMO VILLAGE-INDIRECT COST	-	2,498.05	2,498.05		(0.26)	
9-1311-431-00-122-503-1-312	NORTHSIDE VILLAGE #2-INDIRECT COST	-	5.12	5.12		0.27	
9-1311-431-00-122-568-0-312	PRIMAVERA I-INDIRECT COST	-	3,765.07	3,765.07		(0.42)	
9-1311-431-00-122-580-1-334	RSW UNIT # 1-ENG & ARCH SRV	3,536.68	-	3,536.68		(0.20)	
9-1311-431-00-122-596-0-334	RANCHO ESCONDIDO-ENG & ARCH SRV	-	4,829.44	4,829.44		0.26	
9-1311-431-00-122-605-1-312	RED BARN-INDIRECT COST	-	183.03	183.03		(0.11)	
9-1311-431-00-122-620-0-312	ROADRUNNER #2-INDIRECT COST	-	5,596.85	5,596.85		(0.47)	
9-1311-431-00-122-693-0-731	SOUTH SIDE VILLAGE-ROADS	-	37,955.40	37,955.40		0.36	
9-1311-431-00-122-740-0-731	TINY ACRES-ROADS	-	53,118.07	53,118.07		0.17	
9-1311-431-00-122-767-1-312	VAL BAR ESTATES-INDIRECT COST	-	175.68	175.68		0.45	0.01
9-1311-431-00-123-014-1-312	ACEVEDO S/D #4-INDIRECT COST	-	2,684.48	2,684.48		0.20	
9-1311-431-00-123-015-0-312	ACOSTA S/D-INDIRECT COST	-	1,091.09	1,091.09		0.16	
9-1311-431-00-123-042-0-312	AMBER LAND S/D-INDIRECT COST	-	444.18	444.18		(0.49)	
9-1311-431-00-123-072-0-334	BARNEY GROVES S/D-ENG & ARCH SRV	-	460.65	460.65		0.29	
9-1311-431-00-123-247-0-312	EL PARAISO S/D-INDIRECT COST	-	10,735.27	10,735.27		0.48	
9-1311-431-00-123-250-0-312	EL SOL S/D #1-INDIRECT COST	-	5,359.93	5,359.93		(0.28)	
9-1311-431-00-123-251-0-312	EL SOL S/D #2-INDIRECT COST	-	6,695.62	6,695.62		0.21	
9-1311-431-00-123-267-1-312	EZEQUIEL ACEVEDO JR S/D#2-INDIRECT	-	1,236.04	1,236.04		(0.40)	
9-1311-431-00-123-312-0-312	HAVANA S/D-INDIRECT COST	-	1,115.75	1,115.75		0.45	
9-1311-431-00-123-322-1-312	HILDA S/D-INDIRECT COST	-	7,665.16	7,665.16		(0.44)	
9-1311-431-00-123-384-1-312	LA HOMA RD N S/D-INDIRECT COST	-	9,666.49	9,666.49		(0.24)	
9-1311-431-00-123-488-1-312	MUNOZ ESTATES-INDIRECT COST	-	1,752.24	1,752.24		(0.13)	
9-1311-431-00-123-837-0-312	WALTON S/D-INDIRECT COST	-	944.37	944.37		0.20	0.01

BORDER COLONIA ACCESS PROGRAM RII
AVAILABLE BALANCE AS SEPTEMBER S009

Account	Description	Encumb.	Available	Total Balance		Adj.	By Pct.
9-1311-431-00-124-070-0-312	BAR VI-INDIRECT COST	-	4,262.60	4,262.60		0.22	
9-1311-431-00-124-128-0-334	CALMA ESTATES-ENG & ARCH SRV	335.00	-	335.00		(0.12)	
9-1311-431-00-124-129-0-334	CALMA ESTATES #2-ENG & ARCH SRV	477.50	-	477.50		(0.33)	
9-1311-431-00-124-130-0-312	CALMA ESTATES #3-INDIRECT COST	-	1,021.26	1,021.26		0.20	
9-1311-431-00-124-155-0-334	CITRUS CITY LAKE-ENG & ARCH SRV	-	1,591.50	1,591.50		0.07	
9-1311-431-00-124-167-0-334	COLONIA BIG 5-ENG & ARCH SRV	-	3,545.04	3,545.04		0.25	
9-1311-431-00-124-363-1-312	L & R GARZA-INDIRECT COST	-	506.87	506.87		(0.10)	
9-1311-431-00-124-482-0-312	MORNING SIDE ESTATES-INDIRECT COST	-	1,068.21	1,068.21		(0.10)	
9-1311-431-00-124-541-0-312	PALMA S/D #1-INDIRECT COST	-	1,081.79	1,081.79		(0.38)	
9-1311-431-00-124-543-0-312	PALMA S/D #2-INDIRECT COST	-	1,081.53	1,081.53		0.01	
9-1311-431-00-124-585-1-312	RAMBO ESTATES-INDIRECT COST	-	540.02	540.02		0.44	
9-1311-431-00-124-612-0-312	RENA RAE S/D-INDIRECT COST	-	3,174.65	3,174.65		(0.20)	
9-1311-431-00-124-785-0-312	VILLA DEL MUNDO-INDIRECT COST	-	9,206.03	9,206.03		(0.20)	
9-1311-431-00-124-793-0-334	WARE COUNTY-ENG & ARCH SRV	279.00	888.00	1,167.00		(0.27)	(0.51)
	Total	**719,339.80**	**3,162,621.51**	**3,881,961.31**		**(2.17)**	**(2.17)**

BORDER COLONIA ACCESS PROGRAM ROUND II

Project #	CSJ #	TWDB ID #	Colonia Name	Authorized Project Amount			County Ledger			Differences		
				Drainage	Max. Roadway	Total	Drainage	Roadway	Total	Drainage	Roadway	Total
	PRECINCT NUMBER 1											
1	2C1080066	M1080066	BAR #3	-	226,525.00	226,525.00		226,525.00	226,525.00	-	-	-
2	2C1080132	M1080132	CANA DE AZUCAR	25,740.00	53,438.12	79,178.12	21,621.60	57,556.40	79,178.00	4,118.40	(4,118.28)	0.12
3	2C1080137	M1080137	CAPISALLO PARK	130,076.00	267,495.35	397,571.35	110,206.68	287,364.32	397,571.00	19,869.32	(19,868.97)	0.35
4	2C1080244	M1080244	EL MEZQUITE	37,620.00	60,621.00	98,241.00	31,358.53	66,882.47	98,241.00	6,261.47	(6,261.47)	-
5	2C1080368	M1080368	LA BLANCA HEIGHTS	20,400.00	95,241.64	115,641.64	17,485.07	98,156.93	115,642.00	2,914.93	(2,915.29)	(0.36)
6	2C1080391	M1080391	LA PALMA SUBDIVISION	68,340.00	98,074.76	166,414.76	57,313.33	109,101.67	166,415.00	11,026.67	(11,026.91)	(0.24)
7	2C1080392	M1080392	LA PALOMA #1	33,000.00	162,597.83	195,597.83	27,720.00	167,878.00	195,598.00	5,280.00	(5,280.17)	(0.17)
8	2C1080461	M1080461	MID VALLEY ESTATES	26,400.00	71,050.26	97,450.26	22,101.66	75,348.34	97,450.00	4,298.34	(4,298.08)	0.26
9	2C1080495	M1080495	NORTH CAPISALLO	11,496.00	53,630.91	65,126.91	9,847.20	55,279.80	65,127.00	1,648.80	(1,648.89)	(0.09)
10	2C1080571	M1080571	PUESTA DEL SOL	62,640.00	192,760.49	255,400.49	53,634.00	201,766.00	255,400.00	9,006.00	(9,005.51)	0.49
11	2C1080575	M1080575	RC BABB #1	-	33,879.75	33,879.75		33,880.00	33,880.00	-	(0.25)	(0.25)
12	2C1080576	M1080576	RC BABB #2	-	66,687.78	66,687.78		66,688.00	66,688.00	-	(0.22)	(0.22)
13	2C1080577	M1080577	RC BABB #3	-	21,675.54	21,675.54		21,676.00	21,676.00	-	(0.46)	(0.46)
14	2C1080631	M1080631	ROSEDALE HEIGHTS	32,640.00	99,327.89	131,967.89	27,713.28	104,254.72	131,968.00	4,926.72	(4,926.83)	(0.11)
15	2C1080804	M1080804	WES MER	7,920.00	56,741.82	64,661.82	6,517.93	58,144.07	64,662.00	1,402.07	(1,402.25)	(0.18)
	PRECINCT NUMBER 2											
16	2C1080252	M1080252	ELDORA GARDENS	7,940.00	59,800.00	67,740.00	6,828.19	60,911.81	67,740.00	1,111.81	(1,111.81)	(0.00)
17	2C1080253	M1080253	ELDORA RD./FM 1426 (Santana)									
18	2C1080365	M1080365	LJ #1	94,774.00	157,950.00	252,724.00	80,669.50	172,054.50	252,724.00	14,104.50	(14,104.50)	-
19	2C1080412	M1080412	LAS HACIENDAS	36,470.00	133,513.04	169,983.04	29,985.00	139,998.00	169,983.00	6,485.00	(6,484.96)	0.04
20	2C1080568	M1080568	PRIMAVERA I	61,720.00	104,418.58	166,138.58	51,636.00	114,503.00	166,139.00	10,084.00	(10,084.42)	(0.42)
21	2C1080596	M1080596	RANCHO ESCONDIDO	74,220.00	167,252.26	241,472.26	62,879.31	178,592.69	241,472.00	11,340.69	(11,340.43)	0.26
22	2C1080620	M1080620	ROADRUNNER #2	130,440.00	211,527.53	341,967.53	109,156.19	232,811.81	341,968.00	21,283.81	(21,284.28)	(0.47)
23	2C1080683	M1080683	SOUTH FORK ESTATES	128,800.00	164,450.00	293,250.00	108,385.20	184,864.80	293,250.00	20,414.80	(20,414.80)	-
24	2C1080693	M1080693	SOUTH SIDE VILLAGE	-	45,185.36	45,185.36		45,185.00	45,185.00	-	0.36	0.36
25	2C1080740	M1080740	TINY ACRES	20,080.00	63,125.17	83,205.17	16,774.13	66,430.87	83,205.00	3,305.87	(3,305.70)	0.17
	PRECINCT NUMBER 3											
26	2C1080015	M1080015	ACOSTA S/D	28,950.00	86,088.16	115,038.16	24,157.98	90,880.02	115,038.00	4,792.02	(4,791.86)	0.16
27	2C1080042	M1080042	AMBER LAND S/D	17,110.00	65,144.51	82,254.51	14,509.78	67,745.22	82,255.00	2,600.22	(2,600.71)	(0.49)
28	2C1080072	M1080072	BARNEY GROVES S/D	17,710.00	36,336.29	54,046.29	14,981.55	39,064.45	54,046.00	2,728.45	(2,728.16)	0.29
29	2C1080141	M1080141	CASA DE LOS VECINOS	475,546.00	-	475,546.00	399,458.64	76,087.36	475,546.00	76,087.36	(76,087.36)	-
30	2C1080247	M1080247	EL PARAISO S/D	300,455.48	-	300,455.48	252,382.20	48,072.80	300,455.00	48,073.28	(48,072.80)	0.48
31	2C1080250	M1080250	EL SOL SUBDIVISION #1	100,950.00	202,875.72	303,825.72	84,220.57	219,605.43	303,826.00	16,729.43	(16,729.71)	(0.28)
32	2C1080251	M1080251	EL SOL SUBDIVISION #2	145,200.00	235,968.21	381,168.21	121,668.83	259,499.17	381,168.00	23,531.17	(23,530.96)	0.21
33	2C1080312	M1080312	HAVANA S/D	46,500.00	71,217.45	117,717.45	39,552.91	78,164.09	117,717.00	6,947.09	(6,946.64)	0.45
34	2C1080350	M1080350	JESSAN S/D	11,350.00	26,000.00	37,350.00	9,412.20	27,937.80	37,350.00	1,937.80	(1,937.80)	-
35	2C1080837	M1080837	WALTON SUBDIVISION	11,350.00	59,823.20	71,173.20	9,565.65	61,607.35	71,173.00	1,784.35	(1,784.15)	0.20
36	2C1080911	M1080911	RESUB PLAT JIMENEZ S/D	26,950.00	48,750.00	75,700.00	22,891.68	52,808.32	75,700.00	4,058.32	(4,058.32)	-
	PRECINCT NUMBER 4											
37	2C1080070	M1080070	BAR VI	48,874.30	134,067.92	182,942.22	41,491.25	141,450.75	182,942.00	7,383.05	(7,382.83)	0.22
38	2C1080128	M1080128	CALMA ESTATES	7,015.50	33,916.38	40,931.88	5,845.09	35,086.91	40,932.00	1,170.41	(1,170.53)	(0.12)
39	2C1080129	M1080129	CALMA ESTATES #2	7,890.00	50,332.67	58,222.67	6,847.02	51,375.98	58,223.00	1,042.98	(1,043.31)	(0.33)
40	2C1080130	M1080130	CALMA ESTATES #3	4,656.50	32,577.70	37,234.20	4,065.95	33,168.05	37,234.00	590.55	(590.35)	0.20
41	2C1080155	M1080155	CITRUS CITY LAKE	14,436.90	62,508.17	76,945.07	12,280.42	64,664.58	76,945.00	2,156.48	(2,156.41)	0.07
42	2C1080167	M1080167	COLONIA BIG 5	36,583.36	654,665.89	691,249.25	30,474.46	660,774.54	691,249.00	6,108.90	(6,108.65)	0.25
43	2C1080482	M1080482	MORNING SIDE ESTATES	13,300.90	29,250.00	42,550.90	11,080.28	31,470.72	42,551.00	2,220.62	(2,220.72)	(0.10)
44	2C1080541	M1080541	PALMA S/D #1	31,954.50	87,335.12	119,289.62	27,054.97	92,235.03	119,290.00	4,899.53	(4,899.91)	(0.38)
45	2C1080543	M1080543	PALMA S/D #2	27,965.20	85,958.81	113,924.01	23,924.04	89,999.96	113,924.00	4,041.16	(4,041.15)	0.01
46	2C1080612	M1080612	RENA RAE S/D	31,852.80	120,250.00	152,102.80	26,830.97	125,272.03	152,103.00	5,021.83	(5,022.03)	(0.20)
47	2C1080785	M1080785	VILLA DEL MUNDO	121,531.80	214,500.00	336,031.80	101,616.08	234,415.92	336,032.00	19,915.72	(19,915.92)	(0.20)
48	2C1080793	M1080793	WARE COUNTY	9,975.40	39,904.33	49,879.73	8,379.84	41,500.16	49,880.00	1,595.56	(1,595.83)	(0.27)
	Totals For Allocation			**2,548,824.64**	**5,044,440.61**	**7,593,265.25**	**2,144,525.16**	**5,448,740.84**	**7,593,266.00**	**404,299.48**	**(404,300.23)**	**(0.75)**

Project #	CSJ #	TWDB ID #	Colonia Name	Authorized Project Amount			County Ledger			Differences		
				Drainage	Max. Roadway	Total	Drainage	Roadway	Total	Drainage	Roadway	Total
	PRECINCT NUMBER 1											
49	2C1080019	M1080019	AGUA DULCE	14,520.00	29,742.04	44,262.04	12,269.43	31,992.57	44,262.00	2,250.57	(2,250.53)	0.04
50	2C1080071	M1080071	BARBOSA LOPEZ #1	49,800.00	87,920.83	137,720.83	41,646.83	96,074.17	137,721.00	8,153.17	(8,153.34)	(0.17)
51	2C1080103	M1080103	BERNAL HEIGHTS #1	13,860.00	24,370.86	38,230.86	11,561.05	26,669.95	38,231.00	2,298.95	(2,299.09)	(0.14)
52	2C1080105	M1080105	BERNAL	5,280.00	65,749.62	71,029.62	4,176.56	66,853.44	71,030.00	1,103.44	(1,103.82)	(0.38)
53	2C1080150	M1080150	CHAPA III	5,760.00	16,581.92	22,341.92	4,879.49	17,462.51	22,342.00	880.51	(880.59)	(0.08)
54	2C1080230	M1080230	DIMAS #3	7,920.00	63,953.26	71,873.26	6,641.07	65,231.93	71,873.00	1,278.93	(1,278.67)	0.26
55	2C1080245	M1080245	EL MONTE	19,800.00	89,617.80	109,417.80	16,544.00	92,874.00	109,418.00	3,256.00	(3,256.20)	(0.20)
56	2C1080318	M1080318	HIGH LAND	16,500.00	88,957.93	105,457.93	14,173.56	91,284.44	105,458.00	2,326.44	(2,326.51)	(0.07)
57	2C1080509	M1080509	OLD REBEL HEIGHTS	18,300.00	135,720.59	154,020.59	15,525.32	138,495.68	154,021.00	2,774.68	(2,775.09)	(0.41)
58	2C1080510	M1080510	OLD REBEL HEIGHTS II	21,300.00	129,123.46	150,423.46	17,689.74	132,733.26	150,423.00	3,610.26	(3,609.80)	0.46
59	2C1080865	M1080865	DIMAS #1	16,080.00	53,179.22	69,259.22	13,380.84	55,878.16	69,259.00	2,699.16	(2,698.94)	0.22
60	2C1080897	M1080897	MEL GRAY	42,540.00	350,997.65	393,537.65	36,362.91	357,175.09	393,538.00	6,177.09	(6,177.44)	(0.35)
	PRECINCT NUMBER 2											
61	2C1080199	M1080199	COUNTRY LIVING ESTATES	50,920.00	139,100.00	190,020.00	43,096.54	146,923.46	190,020.00	7,823.46	(7,823.46)	0.00
62	2C1080240	M1080240	EL CHARRO #2	216,880.00	225,875.00	442,755.00	182,237.96	260,517.04	442,755.00	34,642.04	(34,642.04)	-
63	2C1080406	M1080406	LAS BRISAS	135,093.40	444,734.53	579,827.93	116,893.32	462,934.68	579,828.00	18,200.08	(18,200.15)	(0.07)
64	2C1080484	M1080484	MORNING SUN	35,340.00	70,199.99	105,539.99	29,255.69	76,284.31	105,540.00	6,084.31	(6,084.32)	(0.01)
65	2C1080494	M1080494	NORTH ALAMO VILLAGE	69,500.00	146,340.74	215,840.74	58,018.06	157,822.94	215,841.00	11,481.94	(11,482.20)	(0.26)
66	2C1080503	M1080503	NORTHSIDE VILLAGE #2	36,740.00	68,444.27	105,184.27	30,924.10	74,259.90	105,184.00	5,815.90	(5,815.63)	0.27
67	2C1080557	M1080557	PENTECOSTAL	21,600.00	72,475.00	94,075.00	18,175.29	75,899.71	94,075.00	3,424.71	(3,424.71)	0.00
68	2C1080580	M1080580	RSW UNIT # 1	-	176,833.80	176,833.80		176,834.00	176,834.00	-	(0.20)	(0.20)
69	2C1080605	M1080605	RED BARN	13,800.00	39,350.89	53,150.89	11,608.18	41,542.82	53,151.00	2,191.82	(2,191.93)	(0.11)
70	2C1080767	M1080767	VAL BAR ESTATES	26,160.00	47,620.45	73,780.45	21,691.32	52,088.68	73,780.00	4,468.68	(4,468.23)	0.45
	PRECINCT NUMBER 3											
71	2C1080014	M1080014	ACEVEDO SUBDIVISION	94,700.00	178,794.20	273,494.20	80407.24	193086.76	273,494.00	14,292.76	(14,292.56)	0.20
72	2C1080152	M1080152	CHULA VISTA ACRES	51,685.00	87,750.00	139,435.00	43336.4	96098.6	139,435.00	8,348.60	(8,348.60)	-
73	2C1080267	M1080267	EZEQUIEL ACEVEDO JR S/D	41,530.00	74,277.60	115,807.60	35020.34	80787.66	115,808.00	6,509.66	(6,510.06)	(0.40)
74	2C1080322	M1080322	HILDA SUBDIVISION	96,425.00	153,402.56	249,827.56	81843.65	167984.35	249,828.00	14,581.35	(14,581.79)	(0.44)
75	2C1080325	M1080325	HILDA SUBDIVISION #3	26,710.00	39,000.00	65,710.00	22630.52	43079.48	65,710.00	4,079.48	(4,079.48)	(0.00)
76	2C1080384	M1080384	LA HOMA RD NORTH S/D	151,475.00	270,514.76	421,989.76	127609.78	294380.22	421,990.00	23,865.22	(23,865.46)	(0.24)
77	2C1080385	M1080385	LA HOMA RD S/D	56,950.00	81,250.00	138,200.00	47596.08	90603.92	138,200.00	9,353.92	(9,353.92)	-
78	2C1080427	M1080427	LOS EBANOS SUBDIVISION	34,450.00	48,750.00	83,200.00	28654.08	54545.92	83,200.00	5,795.92	(5,795.92)	-
79	2C1080488	M1080488	MUNOZ ESTATES	62,750.00	121,451.87	184,201.87	52608.09	131593.91	184,202.00	10,141.91	(10,142.04)	(0.13)
80	2C1080498	M1080498	NORTH CROSS ESTATES	55,000.00	78,000.00	133,000.00	45805.2	87194.8	133,000.00	9,194.80	(9,194.80)	-
81	2C1080784	M1080784	VILLA CAPRI S/D	30,140.00	65,000.00	95,140.00	25573.63	69566.37	95,140.00	4,566.37	(4,566.37)	-
	PRECINCT NUMBER 4									-	-	-
82	2C1080363	M1080363	L & R GARZA	12,820.10	40,669.80	53,489.90	10,783.58	42,706.42	53,490.00	2,036.52	(2,036.62)	(0.10)
83	2C1080585	M1080585	RAMBO ESTATES	10,138.60	47,302.84	57,441.44	8,685.08	48,755.92	57,441.00	1,453.52	(1,453.08)	0.44
Totals For Competitive				**1,562,467.10**	**3,853,053.48**	**5,415,520.58**	**1,317,304.93**	**4,098,217.07**	**5,415,522.00**	**245,162.17**	**(245,163.59)**	**(1.42)**
			Total			**13,008,785.83**			**13,008,788.00**			**(2.17)**

AI-17675 **23.F.1.**

Request for deletion of one (1) Maintenance II position and creation of one (1) Heavy Equipment Operator III position

CC REGULAR

Date:	09/29/2009
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Commissioner Precinct No. 3
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Salary Schedule Changes

Information

CAPTION

Pct. #3 R&B (1203)
a. Approval to delete one (1) vacant regular full-time Maintenance II position, slot no. 037, budgeted salary $28,366.00 per year.
b. Approval to create one (1) regular full-time Heavy Equipment Operator III position, slot # 072, budgeted salary $33,600.00 per year.
c. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-113

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

BUDGETARY IMPACT:

Lapsed salaries, within Department's Budget.

Attachments

Link: JOB DESCRIPTIONS
Link: PAR'S
Link: FISCAL NOTE
Link: REVISED SALARY SCHEDULE
Link: MEMO

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	09/24/2009 09:44 AM	APRV
2	Budget & Management	Erika Zamora	09/24/2009 10:02 AM	APRV
3	Sylvia Solis	Sylvia Solis	09/24/2009 11:37 AM	APRV
4	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Rosie Cantu Started On: 09/23/2009 02:44 PM

Deleted

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

Job Title:	Maintenance II	FLSA Status:	Non-Exempt
Department:	123	Civil Service Status:	Non-Exempt

SUMMARY

Serves as general maintenance for Precinct. This is a responsible position that may involve minimal instruction or supervision. This is a skilled manual labor position involved with maintenance of county roads and right-of-way, or servicing an operation such as brush collection, road patch work, and drainage clearing. Performs all kinds of welding, brazing and cutting using gas and electric welding equipment.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Loads material, trash, brush, etc., onto truck. May sometime unload the same.
- Assists in cleaning equipment, hand tools and truck.
- May perform minor repairs to the tools, equipment and truck.
- Ability to operate and maintain equipment that is used during projects to repair roads, brush pick-up, or clearing of drainage ditches.
- May install culverts and other road repairs.
- Cuts high grass or weeds and picks up brush along County right-of-way.
- Maintains shop area clean on daily basis.
- May patch County roads.
- May be required to operate a welder and fabricate and repair equipment by cutting, burning, and welding various metal materials.
- 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 functions.

EDUCATION and/or EXPERIENCE

- High School diploma or General Education degree (GED) preferred;
- Two (2) years experience; or
- Any equivalent combination of experience and training, which provides the required knowledge, skills and abilities to perform duties.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess a valid Texas Drivers License;
- Must be able to be insured by the County's insurance carrier.

Deleted

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 department's safety regulations.

MJ

Deleted

OTHER SKILLS AND ABILITIES

- Must have basic knowledge of hand tools associated with manual labor and the minor repair of the equipment.
- Employees working in the installation of signs may use a jackhammer, pole hole digger, hole auger, air compressor, etc., but all employees will be trained on the job to handle such tools.
- Will patch county roads as part of the asphalt patching truck crew with aggregate gravel CRS2 (hot oil).
- Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manuals.
- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division in all units of measure.
- Ability to solve simple and common sense problems and interpret simple instructions furnished in written, oral, diagram or schedule form. Ability to understand, follow and give oral and written instructions.
- Must be able to perform all duties of Maintenance I.
- 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 encounter while performing the essential functions of this job

Must be able to perform heavy manual labor outdoors, within a five (5) day forty (40) hour week, with exposure to hazards and conditions involving extremes of heat and cold.

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

New

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

Job Title:	Heavy Equipment Operator III	FLSA Status:	Non-Exempt
Department:	123	Civil Service Status:	Non-Exempt

SUMMARY

Drives and operates motor grader, excavator and various heavy equipment. Responsible for preparing sub grade for paving. This is a responsible position that may involve minimal instruction or supervision. This is a skilled-labor position involved with the operation of medium to large-class heavy equipment, or servicing an operation such as garbage collection, clearing of right-of-way and drainage ditches of debris. The employee may be assigned a number of tasks.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Employee will be expected to grade roads, spread caliche and prepare road sub grade.
- Clear/Clean or build bar ditches according to surrounding ground elevations and availability of drainage.
- Ability to operate heavy equipment used in road and bridge maintenance and repair, such as backhoes, front-end loaders, compactors and pneumatic/flat wheel rollers.
- Ability to operate small-class trucks including pick-up truck, dump truck, water truck, tractor, sedan, flat bed truck.
- Loads truck; hauls dirt, gravel, caliche, water, garbage, and/or other materials and equipment to designated areas and unloads truck.
- Ability to operate generators, pumps, hand tools and a 2-way radio.
- Maintains vehicle in ready working condition, including fuel, proper lubrication, and cleaning.
- Examines vehicles for needed repairs and routine maintenance and reports necessary repairs.
- Ability to operate and maintain maintenance equipment that is used during projects to repair roads, brush pickups, or clearing of drainage ditches.
- Ability to work effectively and cooperatively with other crewmembers.
- Ability to provide supervision of assigned road crew.
- Regular attendance is a must.
- Get along with co-workers.

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.

EDUCATION and/or EXPERIENCE

- High School diploma or General Education Degree (GED) preferred;
- Employee must have at least eight years experience working with motor graders/heavy equipment and possess basic knowledge of minor repairs and adjustments; or

New

- Any equivalent combination of experience and training which provides the required knowledge, skills and abilities to perform duties.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess a valid Texas Drivers License, Class C;
- Must be able to be insured by the County's insurance carrier.
- Ability to obtain certification as needed.

OTHER SKILLS AND ABILITIES

- Knowledge of the safe operation of the equipment used and of the provisions of the Texas Motor Vehicle Code relating to the operation of equipment/vehicles.
- Knowledge of reading engineer cuts and grades
- Sufficient skills to operate equipment effectively and safely.
- Ability to perform strenuous work in the outdoors.
- Ability to understand and follow oral instructions.
- Ability to read and comprehend simple instructions, short correspondence, and memos.
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Ability to add and subtract two digit numbers and to multiply and divide with 10s and 100s.
- Ability to apply common sense understanding to carry out detailed but uninvolved written and/or oral instructions.
- Ability to deal with problems involving a few concrete variables in standardized situations.
- Must be able to perform all duties of Heavy Equipment Operator I and II.
- 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.

HEO III

New

While performing the duties of this job, the employee occasionally works near moving mechanical parts, outside weather conditions and is occasionally exposed to fumes or airborne particles and toxic or caustic chemicals. Employee is frequently exposed to solar radiation when carrying out essential duties.

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 department's safety regulations.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Enter department Name
Hidalgo County Precinct #3/123

DATE: Enter Date
September 24, 2009

CURRENT POSITION TITLE: Enter position Title
Maintenance II

CURRENT SLOT. #: Enter current
005-037

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

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 28,366.00 (Current Budgeted Salary) $ -0- (Proposed Budgeted Salary) $ (28,366.00) (Net Change)

PC

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:

Non-Exempt [X]

FLSA:

Exempt [ ]

Non-Exempt [X]

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

Vacant position, needs to be deleted.

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)

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Dr. Monreal — DEPARTMENT HEAD	9-24-09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	Esther A. Cortez /sfr HUMAN RESOURCES DIRECTOR	09.24.09 DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	9/24/09 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Enter department Name
Hidalgo County Precinct #3/123

DATE: Enter Date
September 22, 2009

CURRENT POSITION TITLE: Enter position Title
N/A

CURRENT SLOT. #: Enter current
005-072

REQUESTED POSITION TITLE: Enter New Position Title
(For new positions or reclassifications)
Heavy Equipment Operator III

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ -0- Current Budgeted Salary $ 33,600.00 Proposed Budgeted Salary $ **33,600.00** Net Change

Re

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:

Non-Exempt [X]

FLSA:

Exempt [ ]

Non-Exempt [X]

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

Shortage of Heavy Equipment Operators due to high volume of caliche roads that need to be maintained.

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

Employee will be expected to operate motor graders and various heavy equipment. Clear/Clean or build bar ditches according to surrounding ground Elevations and availability of drainage

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 9/22/2009	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 9/24/2009	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: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, September 29, 2009 **Agenda Item:** 17675

Summary of request/proposal:
The Commissioner Precinct No. 3 office is requesting approval to delete one (1) vacant regular full-time Maintenance II position, slot no. 037, budgeted salary $28,366.00 per year and approval to create one (1) regular full-time Heavy Equipment Operator III position, slot # 072, budgeted salary $33,600.00 per year.

Fund	Current Position	New Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1203	MAINTENANCE II	-	0037	113	$28,366.00	$0.00	($28,366.00)
1203	-	HVY EQUIP OPER. III	0072	113	$0.00	$33,600.00	$33,600.00
						TOTAL	$5,234.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1203-431-00-123-005-0-	113	PCT.3 P/U RD -	REG F/T EMPLOYEES	$1,363.65
9-1203-431-00-123-005-0-	211	PCT.3 P/U RD -	HEALTH INSURANCE	-
9-1203-431-00-123-005-0-	212	PCT.3 P/U RD -	LIFE INSURANCE	-
9-1203-431-00-123-005-0-	220	PCT.3 P/U RD -	FICA	$104.32
9-1203-431-00-123-005-0-	230	PCT.3 P/U RD -	RETIREMENT	$123.00
9-1203-431-00-123-005-0-	250	PCT.3 P/U RD -	UNEMPLOYMENT COMP	$6.82
9-1203-431-00-123-005-0-	260	PCT.3 P/U RD -	WORKER'S COMP	-
			2009 Budgetary Impact	$1,597.79

2010 Budgetary Impact: $6,132.68

Possible Funding Sources: **WITHIN DEPT BUDGET/ LAPSED SALARIES**

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1203-431-00-123-005-0-

Pct. 3 P/U RD

AI - 17675

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CHIEF ADMINISTRATOR	80,340.00	0.00	80,340.00	0.05	4,017.00	0.00	84,357.00	84,357.00	300.00	0.00	0.00	0.00	0.00	84,657.00
0002	113	COORDINATOR	77,126.00	0.00	77,126.00	0.05	3,856.00	0.00	80,982.00	80,982.00	1,209.59	0.00	0.00	0.00	0.00	82,192.00
0003	113	EXECUTIVE ASSISTANT	59,987.00	0.00	59,987.00	0.05	2,999.00	0.00	62,986.00	62,986.00	501.50	0.00	0.00	0.00	0.00	63,488.00
0004	113	FIELD OPERATIONS DIRECTOR	57,845.00	0.00	57,845.00	0.05	2,892.00	0.00	60,737.00	60,737.00	840.00	0.00	0.00	0.00	0.00	61,577.00
0005	113	ASSISTANT FIELD/OPERATIONS DIRECTOR	49,275.00	2,725.00	52,000.00	0.05	2,600.00	0.00	54,600.00	54,600.00	377.90	0.00	0.00	0.00	0.00	54,978.00
0006	113	ASSISTANT FIELD/OPERATIONS DIRECTOR	49,275.00	0.00	49,275.00	0.05	2,464.00	0.00	51,739.00	51,739.00	0.00	0.00	0.00	0.00	0.00	51,739.00
0007	113	ADMINISTRATIVE AIDE	43,279.00	0.00	43,279.00	0.05	2,164.00	0.00	45,443.00	45,443.00	300.00	0.00	0.00	0.00	0.00	45,443.00
0008	113	PAVING SUPERVISOR	41,298.00	0.00	41,298.00	0.05	2,065.00	0.00	43,363.00	43,363.00	420.00	0.00	0.00	0.00	0.00	43,783.00
0009	113	COMMUNITY LIAISON	39,125.00	0.00	39,125.00	0.05	1,956.00	0.00	41,081.00	41,081.00	0.00	0.00	0.00	0.00	0.00	41,081.00
0010	113	MECHANIC III	36,802.00	3,198.00	40,000.00	0.05	2,000.00	0.00	42,000.00	42,000.00	540.00	0.00	0.00	0.00	0.00	42,540.00
0011	113	MAINTENANCE III	33,306.00	2,694.00	36,000.00	0.05	1,800.00	0.00	37,800.00	37,800.00	420.00	0.00	0.00	0.00	0.00	38,220.00
0012	113	HUMAN RESOURCES SPECIALIST	32,604.00	0.00	32,604.00	0.05	1,630.00	0.00	34,234.00	34,234.00	0.00	0.00	0.00	0.00	0.00	34,234.00
0013	113	HEAVY EQUIPMENT OPERATOR III	31,086.00	914.00	32,000.00	0.05	1,600.00	0.00	33,600.00	33,600.00	0.00	0.00	0.00	0.00	0.00	33,600.00
0014	113	HEAVY EQUIPMENT OPERATOR III	31,086.00	914.00	32,000.00	0.05	1,600.00	0.00	33,600.00	33,600.00	780.00	0.00	0.00	0.00	0.00	34,380.00
0015	113	HEAVY EQUIPMENT OPERATOR III	31,086.00	914.00	32,000.00	0.05	1,600.00	0.00	33,600.00	33,600.00	1,140.00	0.00	0.00	0.00	0.00	34,740.00
0016	113	HEAVY EQUIPMENT OPERATOR II	28,865.00	3,135.00	32,000.00	0.05	1,600.00	0.00	33,600.00	33,600.00	660.00	0.00	0.00	0.00	0.00	34,260.00
0017	113	HEAVY EQUIPMENT OPERATOR II	28,865.00	3,135.00	32,000.00	0.05	1,600.00	0.00	33,600.00	33,600.00	300.00	0.00	0.00	0.00	0.00	33,900.00
0018	113	HEAVY EQUIPMENT OPERATOR II	28,865.00	3,135.00	32,000.00	0.05	1,600.00	0.00	33,600.00	33,600.00	0.00	0.00	0.00	0.00	0.00	33,600.00
0019	113	HEAVY EQUIPMENT OPERATOR II	28,865.00	3,135.00	32,000.00	0.05	1,600.00	0.00	33,600.00	33,600.00	840.00	0.00	0.00	0.00	0.00	34,440.00
0020	113	HEAVY EQUIPMENT OPERATOR II	28,865.00	3,135.00	32,000.00	0.05	1,600.00	0.00	33,600.00	33,600.00	480.00	0.00	0.00	0.00	0.00	34,080.00
0021	113	HEAVY EQUIPMENT OPERATOR III	28,865.00	(2,865.00)	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0022	113	HEAVY EQUIPMENT OPERATOR III	28,865.00	3,135.00	32,000.00	0.05	1,600.00	0.00	33,600.00	33,600.00	0.00	0.00	0.00	0.00	0.00	33,600.00
0023	113	TRUCK DRIVER II	28,865.00	1,135.00	30,000.00	0.05	1,500.00	500.00	32,000.00	32,000.00	0.00	0.00	0.00	0.00	0.00	32,000.00
0024	113	MAINTENANCE III	28,310.00	5,690.00	34,000.00	0.05	1,700.00	0.00	35,700.00	35,700.00	420.00	0.00	0.00	0.00	0.00	36,120.00
0025	113	HEAVY EUIPMENT OPERATOR III	27,852.00	0.00	27,852.00	0.05	1,393.00	607.00	29,852.00	29,852.00	660.00	0.00	0.00	0.00	0.00	30,512.00
0026	113	TRUCK DRIVER II	27,756.00	2,244.00	30,000.00	0.05	1,500.00	500.00	32,000.00	32,000.00	600.00	0.00	0.00	0.00	0.00	32,600.00
0027	113	TRUCK DRIVER II	27,200.00	2,800.00	30,000.00	0.05	1,500.00	500.00	32,000.00	32,000.00	300.00	0.00	0.00	0.00	0.00	32,300.00
0028	113	HEAVY EQUIPMENT OPERATOR III	27,041.00	(1,041.00)	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0029	113	OFFICE CLERK	27,040.00	0.00	27,040.00	0.05	1,352.00	648.00	29,040.00	29,040.00	0.00	0.00	0.00	0.00	0.00	29,040.00
0030	113	MECHANIC II	26,796.00	0.00	26,796.00	0.05	1,340.00	660.00	28,796.00	28,796.00	0.00	0.00	0.00	0.00	0.00	28,796.00
0031	113	INVOICE CLERK	26,645.00	0.00	26,645.00	0.05	1,332.00	507.00	28,484.00	28,484.00	0.00	0.00	0.00	0.00	0.00	28,484.00
0032	113	TRCK DRIVER II	25,706.00	4,294.00	30,000.00	0.05	1,500.00	500.00	32,000.00	32,000.00	0.00	0.00	0.00	0.00	0.00	32,000.00
0033	113	TRCK DRVER III	25,706.00	4,294.00	30,000.00	0.05	1,500.00	500.00	32,000.00	32,000.00	0.00	0.00	0.00	0.00	0.00	32,000.00
0034	113	TRCK DRIVER II	25,706.00	4,294.00	30,000.00	0.05	1,500.00	500.00	32,000.00	32,000.00	540.00	0.00	0.00	0.00	0.00	32,540.00
0035	113	TRCK DRIVER II	25,706.00	4,294.00	30,000.00	0.05	1,500.00	500.00	32,000.00	32,000.00	540.00	0.00	0.00	0.00	0.00	32,540.00
0036	113	TRCK DRVER III	25,706.00	4,294.00	30,000.00	0.05	1,500.00	500.00	32,000.00	32,000.00	780.00	0.00	0.00	0.00	0.00	32,780.00
~~0037~~	~~113~~	DELETE ~~MAINTENANCE II~~	~~25706.00~~	~~660.00~~	~~26366.00~~	~~0.05~~	~~1318.00~~	~~682.00~~	~~28366.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
0038	113	MAINTENANCE II	25,706.00	480.00	26,186.00	0.05	1,309.00	691.00	28,186.00	28,186.00	540.00	0.00	0.00	0.00	0.00	28,726.00

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1203-431-00-123-005-0-

AI - 17675

Pct. 3 P/U RD

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0039	113	TRUCK DRIVER I	25,706.00	6,294.00	32,000.00	0.05	1,600.00	0.00	33,600.00	33,600.00	540.00	0.00	0.00	0.00	0.00	34,140.00
0040	113	MAINTENANCE I	25,706.00	2,294.00	28,000.00	0.05	1,400.00	600.00	30,000.00	30,000.00	300.00	0.00	0.00	0.00	0.00	30,300.00
0041	113	TRAFFIC SAFETY SPECIALIST II	25,516.00	600.00	26,116.00	0.05	1,306.00	694.00	28,116.00	28,116.00	660.00	0.00	0.00	0.00	0.00	28,776.00
0042	113	MAINTENANCE I	24,272.00	1,728.00	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	660.00	0.00	0.00	0.00	0.00	28,660.00
0043	113	HEAVY EQUIPMENT OPERATOR III	24,197.00	1,803.00	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	540.00	0.00	0.00	0.00	0.00	28,540.00
0044	113	TRUCK DRIVER I	23,565.00	2,435.00	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0045	113	TRUCK DRIVER I	23,565.00	6,435.00	30,000.00	0.05	1,500.00	500.00	32,000.00	32,000.00	0.00	0.00	0.00	0.00	0.00	32,000.00
0046	113	MAINTENANCE III	23,204.00	2,796.00	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0047	113	TRUCK DRIVER II	23,204.00	6,796.00	30,000.00	0.05	1,500.00	500.00	32,000.00	32,000.00	0.00	0.00	0.00	0.00	0.00	32,000.00
0048	113	MAINTENANCE II	23,204.00	2,796.00	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0049	113	TRAFFIC SAFETY SPECIALIST II	23,204.00	2,796.00	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	300.00	0.00	0.00	0.00	0.00	28,300.00
0050	113	MAINTENANCE I	23,204.00	2,796.00	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0051	113	MAINTENANCE I	23,204.00	2,796.00	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	360.00	0.00	0.00	0.00	0.00	28,360.00
0052	113	MAINTENANCE III	24,704.00	1,296.00	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0053	113	CUSTODIAN	23,204.00	2,796.00	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	420.00	0.00	0.00	0.00	0.00	28,420.00
0054	113	HEAVY EQUIPMENT OPERATOR II	23,204.00	2,796.00	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0055	113	MAINTENANCE I	23,204.00	2,796.00	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0056	113	MAINTENANCE I	23,204.00	2,796.00	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0057	113	MAINTENANCE I	23,204.00	2,796.00	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0058	113	MAINTENANCE I	23,204.00	2,796.00	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0059	113	MAINTENANCE I	23,204.00	2,796.00	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0060	113	MAINTENANCE I	23,204.00	2,796.00	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0061	113	MAINTENANCE I	23,204.00	2,796.00	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0062	113	MAINTENANCE I	23,204.00	2,796.00	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0063	113	TIRE REPAIR/MAINTENANCE	26,796.00	1,204.00	28,000.00	0.05	1,400.00	600.00	30,000.00	30,000.00	0.00	0.00	0.00	0.00	0.00	30,000.00
0067	113	WELDER	31,200.00	0.00	31,200.00	0.05	1,560.00	0.00	32,760.00	32,760.00	0.00	0.00	0.00	0.00	0.00	32,760.00
0068	113	HEAVY EQUIPMENT OPERATOR I	22,880.00	0.00	22,880.00	0.05	1,144.00	856.00	24,880.00	24,880.00	0.00	0.00	0.00	0.00	0.00	24,880.00
0069	113	HEAVY EQUIPMENT OPERATOR I	22,880.00	0.00	22,880.00	0.05	1,144.00	856.00	24,880.00	24,880.00	0.00	0.00	0.00	0.00	0.00	24,880.00
T070	121	OFFICE CLERK	0.00	18,720.00	18,720.00	0	0.00	0.00	18,720.00	18,720.00	0.00	0.00	0.00	0.00	0.00	18,720.00
T071	121	OFFICE CLERK	0.00	18,720.00	18,720.00	0	0.00	0.00	18,720.00	18,720.00	0.00	0.00	0.00	0.00	0.00	18,720.00
0072	**113**	**CREATE- NEW PROPOSED ↙ HEAVY EQUIPMENT OPERATOR III**	**0.00**	**33,600.00**	**33,600.00**	**0**	**0.00**	**0.00**	**33,600.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
		TOTAL	$1,969,567.00	$203,947.00	$2,173,514.00		$105,123.00	$26,419.00	$2,305,056.00	$2,271,456.00	$17,268.99	$0.00	$0.00	$0.00	$0.00	$2,288,426.00

Approval to delete one (1) vacant regular full-time Maintenance II position, slot no. 037, budgeted salary $28,366.00 per year and Approval to create one (1) regular full-time Heavy Equipment Operator III position, slot # 072, budgeted salary $33,600.00 per year. Pending CC approval.

Joe M. Flores
County Commissioner Pct. No. 3

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

MEMORANDUM

TO : Valde Guerra, Commissioners' Court Executive Officer
Department of Budget and Management

FROM : Joe M. Flores, Commissioner
Hidalgo County Precinct #3

DATE : September 22, 2009

RE : Deletion of a position

We currently have a Maintenance II position, slot # 005-037 that we would like to delete. This position is currently vacant and we no longer have any use for it. If you have any questions regarding this request, feel free to call my office at your convenience, Thank you.

Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574

AI-17701 **24.A.4.**

FNB-Depository Bank Contract/Depository Pledge Agreement
CC REGULAR

Date:	09/29/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Pursuant to the current agreement titled "Depository Bank Contract", (Page 1, Section 3.), a request by FNB for Commissioners Court to substitute a Depository Pledge Agreement as required on Page 2, Sections 6. & 7. currently with Amegy Bank for Collateral with a new Depository Pledge Agreement with The Independent Bankers Bank (TIB) and thus complying with FNB's obligations under the Depository Bank Contract with Hidalgo County including authority to execute three original documents (as submitted by FNB) by County Judge, Court Member(s), Treasurer or applicable party.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-15-140-002-0-350

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

BUDGETARY IMPACT:

Available Balance as of 9-25-09 $27,016.00 for applicable lockbox fees.

Attachments

Link: FNB CONTRACT INFORMATION

Link: FNB NEW DEPOSITORY PLEDGE AGREEMENT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	09/24/2009 11:09 AM	APRV
2	Budget & Management	Erika Zamora	09/24/2009 11:14 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/25/2009 03:43 PM	APRV
4	Ivan Cantu	Ivan Cantu	09/25/2009 04:03 PM	APRV
5	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Marty Salazar — Started On: 09/23/2009 05:01 PM

Final Approval Date: 09/25/2009

FIRST NATIONAL BANK
BANK DEPOSITORY CONTRACT

C-09-065-04-17

This **DEPOSITORY CONTRACT** is made and entered into on the date last herein written by and between **COUNTY OF HIDALGO**, a political subdivision of the State of Texas, hereinafter called "**County**" and **FIRST NATIONAL BANK**, a national banking association, organized under the law of the United States and authorized by law to do banking business in the State of Texas, hereinafter called "**Bank**, and provides as follows:

1. Designation of Depository. County, through action of the Commissioner's Court of the County, its governing body, hereby designates Bank as a depository of funds for the period beginning **May 10, 2009**, and continuing through **May 9, 2013.**

2. County Representatives. During the term of this Depository Contract, the County will, through appropriate action of its Commissioner's Court, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of the County in any and all matters of every kind arising under this Depository Contract and to (a) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfer on behalf of the County in accordance with the electronic fund or funds transfer agreement and addenda, and (b) make withdrawals or transfers by written instrument.

3. Entire Agreement. This Depository Contract and the attached Addendums constitute the entire agreement between Bank and County and the terms and provisions of this Contract may not be amended, altered, or waived except by mutual agreement evidenced by written instrument signed by duly authorized representatives of both parties. The following Addendums are hereby incorporated into this Contract for all the purposes as if fully appearing herein:

Addendum I	Application for Depository Bank for funds of Hidalgo County, Texas
Addendum II	Agreed Negotiated Terms to Application for Depository Bank for funds of Hidalgo County, Texas

The following operating agreements shall be entered into between the parties to facilitate the performance of this Contract in accordance with the terms of the application:

1. Depository Pledge Agreement
2. Online Banking Agreement
3. ACH Origination Agreement
4. Positive Pay
5. LockBox Agreement
6. Trust Services

4. Interest on Deposits. County may arrange for time deposits and Bank may accept and shall hold such deposits subject to payment in accordance with the terms of the deposit. Interest shall be calculated at the rates, which Bank has bid for the particular denomination and time period of said deposits at competitive public bidding for said deposits. Time deposits will mature on or before May 9, 2013.

5. Minimum Collected. County shall maintain a minimum daily collected balance in each of its accounts, of at least $1.00 during the term of this Contract.

6. Collateral for Deposits. All funds on deposit with Bank to the credit of the County shall be secured by collateral as provided for the Public Funds Collateral Act (Chapter 2257 of the Texas Government Code). The total market value of the collateral (which includes accrued interest or income to the extent it is not included in the market price) securing such deposits shall be in an amount at least equal to one hundred five percent (105%) of the amount of such deposits, plus the amount of any accrued interest thereon, less the amount that such deposits are insured by the Federal Deposit Insurance Corporation. ~~The market value with respect to any securities (collateral) as of any date~~ will be obtained from a primary dealer. When additional collateral is required to cover incremental deposits, Bank must receive the request for collateral prior to 10:30 am on the day the deposits are actually received. Without any obligation to do so, Bank will on a best-efforts basis attempt to provide additional collateral for incremental deposits when notification is received after the delineated deadlines listed above.

7. Amegy Bank for Collateral. (a) Bank has heretofore or will immediately hereafter deliver to Amegy Bank collateral of the kind and character above mentioned of sufficient amount and market value to provide adequate collateral for the funds of County deposited with Bank. Said collateral or substitute collateral, as hereinafter provided for, shall be kept and retained by said Bank in trust so long as the depository relationship between County and Bank shall exist hereunder, and thereafter so long as deposits made by County and held by Bank hereunder shall have not been properly paid out by Bank to County or on its order.

(b) Amegy Bank will accept said collateral and hold the same in trust for the purposes herein stated. (See "Depository Pledge Agreement for Amegy Bank".)

8. Default. Should Bank fail at any time to pay and satisfy, when due, any check, draft, or voucher lawfully drawn against any deposits and the interest on such deposits or in any manner breach its contract with County, County shall give written notice of such failure or breach to Bank, and Bank shall have thirty (30) business days to cure such failure or breach. In the event Bank shall fail to cure any such failure or breach within (30) business days or should the Bank be declared insolvent by a Federal banking regulatory agency, it shall be the duty of Amegy Bank, upon demand of County (supported by proper evidence of any of the above-listed circumstances), to surrender the

SCANNED
SEP 18 2009

FIRST NATIONAL BANK
Member FDIC

RECEIVED BY
COUNTY AUDITOR
2009 SEP 18 PM 3 07

INITIALS:

August 24, 2009

RECEIVED
SEP 18 2009
By 4:40pm

Raymundo Eufracio
County of Hidalgo
2808 S. Bus Hwy 281
Edinburg, Texas 78539

Dear Mr. Eufracio:

We are pleased to advise you that we have entered into an agreement with The Independent Bankers Bank (TIB) a long established and prestigious bankers' bank, as an option to safe-keep securities pledged on behalf of the county's deposits.

TIB has become one of the nation's largest bankers' banks, with more than $1.4 billion in total assets, over 400 shareholders, a product line of more than 30 services and over 1,200 customer banks in more than 40 states.

This option came about when we went to visit TIB, and took a look at their operation. TIB is a bankers' bank, so their only customers are banks, and this allows them to focus their attentions to serving us and intern you. We feel that both FNB and the county will benefit from this focused banking strategy. As one of our safekeeping agent, TIB will have the same responsibilities as Amegy Bank as far as managing the county's collateral. They will also provide safekeeping for the county's investments if that is ever needed down the road.

Once we have received your signed contracts, we will begin the process of moving your collateral to TIB.

If you have any questions, please feel free to call me 956-380-8506 or e-mail me roxanna.deleon@webfnb.com.

Sincerely,

Roxanna De Leon
AVP Public Finance

DEPOSITORY PLEDGE AGREEMENT

County of Hidalgo, ("Depositor") has selected **FIRST NATIONAL BANK**, ("Bank") as a depository for certain of its funds and Bank has agreed to act as the depository for those funds in accordance with applicable laws, which require that Bank secure the deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation ("FDIC"), by pledging securities ("Eligible Securities") of any type (including without limitation surety bonds and investment securities) permitted by the provisions of the Public Funds Collateral Act, Title 10, Chapter 2257 of the Texas Government Code (the "Governing Statues"). **THE INDEPENDENT BANKERSBANK**, ("Custodian") has agreed to hold the pledged securities in safekeeping pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement, Depositor, Bank and Custodian agree as follows:

1. **Grant of Security Interest; Instructions Regarding Collateral.** Bank hereby grants to Depositor a security interest in all Eligible Securities held by Custodian and reflected on Custodian's records as being pledged to Depositor (the "Collateral"), and Custodian agrees to hold all Collateral deposited with it pursuant to the terms of this Agreement, and to serve as collateral agent for Depositor. Until Depositor has the right to compel sale of the Collateral under Paragraph 6 hereof, Custodian may act only in accordance with the joint instructions of Bank and Depositor, provided that Bank shall be permitted to unilaterally substitute Eligible Securities for the Collateral in accordance with Paragraph 3 hereof. Addendum "A" contains the names and specimen signatures of individuals authorized to act on behalf of Depositor, and Addendum "B" contains the names and specimen signatures of individuals authorized to act on behalf of Bank. Either Depositor or Bank may add or remove authorized representatives without the consent of the other at any time by providing Custodian with a replacement addendum, duly executed by an authorized individual.

2. **Amount of Collateral.** The aggregate market value of Eligible Securities held by a Custodian at all times during the term of this Agreement must be in an amount not less than **105** % of (a) the amount of the collected funds on deposit, increased by (b) the amount of accrued but uncredited interest, (c) reduced by that portion of the funds insured by the FDIC. Such amount is hereinafter called the "Required Collateral Value".

3. **Substitutions and Withdrawals of Collateral.** If the aggregate market value or Collateral held by Custodian at any time exceeds the Required Collateral Value, Bank may withdraw any excess Collateral by providing Custodian with a withdrawal notice signed by an authorized representative of both Bank and Depositor. Depositor agrees to promptly sign the withdrawal notice if the market value of the remaining Collateral equals or exceeds the Required Collateral Value. Additionally, Bank may substitute Eligible Securities for any of the Collateral held by Custodian at any time by providing Custodian with a substitution notice signed by an authorized representative of Bank, provided that the market value of the Collateral following such substitution would equal or exceed the Required Collateral Value.

4 **Bank's Obligations.** Bank shall perform all of the duties and obligations required of a depository under applicable law with respect to collateralization of the funds of Depositor on deposit with Bank, including the duties and obligations required under the Governing Statutes. At the expiration of the term of this Agreement, Bank shall turn over to any successor depository designated by Depositor all funds held by Bank as depository. Bank will furnish to Depositor a monthly statement listing a description of the Collateral. The statement will specify the par value, market value, and maturity date of each component of the Collateral. Upon request, Bank shall provide to Depositor a copy of Bank's most recent publicly available quarterly or annual financial statement.

5. **Custodian's Obligations.** Custodian shall perform all of the duties and obligations required of a custodian under applicable law with respect to the custody and disposition of Eligible Securities, including the duties and obligations required under the Governing Statues. On receipt of Eligible Securities pledged to Depositor, including Eligible Securities substituted for other Collateral, Custodian shall immediately identify such Eligible Securities on its books and records as being Collateral securing the deposited funds to Depositor, and shall promptly issue and deliver to Bank a receipt for such Collateral. Upon receipt, Bank will promptly mail the receipt to Depositor.

6. **Default and Remedies.** If Bank defaults in performing its obligations under Paragraph 4 above, or if Bank is declared insolvent, or if a receiver is appointed for Bank, Depositor may instruct Custodian to sell the Collateral or any part thereof at public or private sale, after providing Bank at least three (3) business days prior written, notice and opportunity to cure the default, and, if Bank fails to cure the default within the required period of time, Custodian shall proceed to sell the specified Collateral in accordance with the Depositor's instructions. The proceeds of any sale shall be applied to satisfy any indebtedness owed by Bank to Depositor, and any excess proceeds shall be returned to Bank. Depositor will also have any other remedies available under applicable law.

7. **Termination of Agreement.** Any party of this Agreement may terminate this Agreement by giving thirty (30) days prior written notice of termination to other parties.

8. **Applicable Law; Other Agreements**. This Agreement is governed by the laws of the State of Texas. All deposit accounts of Depositor, and cash management services, if any, provided in connection with such accounts, will be subject to Bank's Business Account of Agreement and Disclosure Statement, Wholesale Demand Deposit Account Disclosure Statement, and /or Cash Management Terms and Conditions, as applicable, in effect from time to time, and as modified in writing by agreement of the parties.

9. **Miscellaneous** The headings in this agreement are for convenience of reference only and should not be used in interpreting this Agreement. If any provision of this agreement is illegal or unenforceable under applicable law, that provision should be deemed reformed so as to be enforceable to the extent permitted by applicable law, or if that is not possible, then this Agreement should be read as if that provision was never a part of it, and the remainder of the Agreement will be enforceable. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT OF THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS OF THE PARTIES. Notices given under this Agreement must be addressed as set forth below the signature of each party, and will be effective upon actual receipt by the addressee or upon refusal of delivery during the normal business hours of the addressee.

Date of Agreement: _____, 20 _____.

DEPOSITOR:

By: _____

Name: _____

Title: _____

Address for notice: _____

_____

CUSTODIAN: **THE INDEPENDENT BANKERS BANK,**

By: _____

Name: Jorja Morgan

Title: VP/ Investments Operations

Address for notice: 350 Phelps Dr.

Irving, Texas 75038

BANK: FIRST NATIONAL BANK,

By: _____

Name: Eddie Leal
Title: Comptroller

ADDENDUM "A"
(Authorized Officers of Depositor)

One signature of any of the following authorized officers of Depositor is required to authorize actions to be taken pursuant to the foregoing Depository Pledge Agreement:

1. _____ _____
(Name) (Signature)

2. _____ _____
(Name) (Signature)

3. _____ _____
(Name) (Signature)

4. _____ _____
(Name) (Signature)

5. _____ _____
(Name) (Signature)

6. _____ _____
(Name) (Signature)

7. _____ _____
(Name) (Signature)

ADDENDUM "B"
(Authorized Officers of Bank)

One signature of any of the following authorized officers of Bank is required to authorize actions to be taken pursuant to the foregoing Depository Pledge Agreement:

1. Saul Ortega _____
(Name) (Signature)

2. Eddie Leal _____
(Name) (Signature)

3. Mary Elizondo _____
(Name) (Signature)

4. Roxanna De Leon _____
(Name) (Signature)

5. _____ _____
(Name) (Signature)

6. _____ _____
(Name) (Signature)

7. _____ _____
(Name) (Signature)

DEPOSITORY PLEDGE AGREEMENT

County of Hidalgo, ("Depositor") has selected **FIRST NATIONAL BANK**, ("Bank") as a depository for certain of its funds and Bank has agreed to act as the depository for those funds in accordance with applicable laws, which require that Bank secure the deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation ("FDIC"), by pledging securities ("Eligible Securities") of any type (including without limitation surety bonds and investment securities) permitted by the provisions of the Public Funds Collateral Act, Title 10, Chapter 2257 of the Texas Government Code (the "Governing Statues"). **THE INDEPENDENT BANKERSBANK**, ("Custodian") has agreed to hold the pledged securities in safekeeping pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement, Depositor, Bank and Custodian agree as follows:

1. **Grant of Security Interest; Instructions Regarding Collateral.** Bank hereby grants to Depositor a security interest in all Eligible Securities held by Custodian and reflected on Custodian's records as being pledged to Depositor (the "Collateral"), and Custodian agrees to hold all Collateral deposited with it pursuant to the terms of this Agreement, and to serve as collateral agent for Depositor. Until Depositor has the right to compel sale of the Collateral under Paragraph 6 hereof, Custodian may act only in accordance with the joint instructions of Bank and Depositor, provided that Bank shall be permitted to unilaterally substitute Eligible Securities for the Collateral in accordance with Paragraph 3 hereof. Addendum "A" contains the names and specimen signatures of individuals authorized to act on behalf of Depositor, and Addendum "B" contains the names and specimen signatures of individuals authorized to act on behalf of Bank. Either Depositor or Bank may add or remove authorized representatives without the consent of the other at any time by providing Custodian with a replacement addendum, duly executed by an authorized individual.

2. **Amount of Collateral.** The aggregate market value of Eligible Securities held by a Custodian at all times during the term of this Agreement must be in an amount not less than **105** % of (a) the amount of the collected funds on deposit, increased by (b) the amount of accrued but uncredited interest, (c) reduced by that portion of the funds insured by the FDIC. Such amount is hereinafter called the "Required Collateral Value".

3. **Substitutions and Withdrawals of Collateral.** If the aggregate market value or Collateral held by Custodian at any time exceeds the Required Collateral Value, Bank may withdraw any excess Collateral by providing Custodian with a withdrawal notice signed by an authorized representative of both Bank and Depositor. Depositor agrees to promptly sign the withdrawal notice if the market value of the remaining Collateral equals or exceeds the Required Collateral Value. Additionally, Bank may substitute Eligible Securities for any of the Collateral held by Custodian at any time by providing Custodian with a substitution notice signed by an authorized representative of Bank, provided that the market value of the Collateral following such substitution would equal or exceed the Required Collateral Value.

4 **Bank's Obligations.** Bank shall perform all of the duties and obligations required of a depository under applicable law with respect to collateralization of the funds of Depositor on deposit with Bank, including the duties and obligations required under the Governing Statutes. At the expiration of the term of this Agreement, Bank shall turn over to any successor depository designated by Depositor all funds held by Bank as depository. Bank will furnish to Depositor a monthly statement listing a description of the Collateral. The statement will specify the par value, market value, and maturity date of each component of the Collateral. Upon request, Bank shall provide to Depositor a copy of Bank's most recent publicly available quarterly or annual financial statement.

5. **Custodian's Obligations.** Custodian shall perform all of the duties and obligations required of a custodian under applicable law with respect to the custody and disposition of Eligible Securities, including the duties and obligations required under the Governing Statues. On receipt of Eligible Securities pledged to Depositor, including Eligible Securities substituted for other Collateral, Custodian shall immediately identify such Eligible Securities on its books and records as being Collateral securing the deposited funds to Depositor, and shall promptly issue and deliver to Bank a receipt for such Collateral. Upon receipt, Bank will promptly mail the receipt to Depositor.

6. **Default and Remedies.** If Bank defaults in performing its obligations under Paragraph 4 above, or if Bank is declared insolvent, or if a receiver is appointed for Bank, Depositor may instruct Custodian to sell the Collateral or any part thereof at public or private sale, after providing Bank at least three (3) business days prior written, notice and opportunity to cure the default, and, if Bank fails to cure the default within the required period of time, Custodian shall proceed to sell the specified Collateral in accordance with the Depositor's instructions. The proceeds of any sale shall be applied to satisfy any indebtedness owed by Bank to Depositor, and any excess proceeds shall be returned to Bank. Depositor will also have any other remedies available under applicable law.

7. **Termination of Agreement.** Any party of this Agreement may terminate this Agreement by giving thirty (30) days prior written notice of termination to other parties.

8. **Applicable Law; Other Agreements**. This Agreement is governed by the laws of the State of Texas. All deposit accounts of Depositor, and cash management services, if any, provided in connection with such accounts, will be subject to Bank's Business Account of Agreement and Disclosure Statement, Wholesale Demand Deposit Account Disclosure Statement, and /or Cash Management Terms and Conditions, as applicable, in effect from time to time, and as modified in writing by agreement of the parties.

9. **Miscellaneous** The headings in this agreement are for convenience of reference only and should not be used in interpreting this Agreement. If any provision of this agreement is illegal or unenforceable under applicable law, that provision should be deemed reformed so as to be enforceable to the extent permitted by applicable law, or if that is not possible, then this Agreement should be read as if that provision was never a part of it, and the remainder of the Agreement will be enforceable. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT OF THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS OF THE PARTIES. Notices given under this Agreement must be addressed as set forth below the signature of each party, and will be effective upon actual receipt by the addressee or upon refusal of delivery during the normal business hours of the addressee.

Date of Agreement: _____, 20 _____.

DEPOSITOR:

By: _____

Name: _____

Title: _____

Address for notice: _____

_____

CUSTODIAN: **THE INDEPENDENT BANKERS BANK,**

By: _____

Name: Jorja Morgan

Title: VP/ Investments Operations

Address for notice: 350 Phelps Dr.

Irving, Texas 75038

BANK: FIRST NATIONAL BANK,

By: _____

Name: Eddie Leal
Title: Comptroller

ADDENDUM "A"
(Authorized Officers of Depositor)

One signature of any of the following authorized officers of Depositor is required to authorize actions to be taken pursuant to the foregoing Depository Pledge Agreement:

1. _____ _____
(Name) (Signature)

2. _____ _____
(Name) (Signature)

3. _____ _____
(Name) (Signature)

4. _____ _____
(Name) (Signature)

5. _____ _____
(Name) (Signature)

6. _____ _____
(Name) (Signature)

7. _____ _____
(Name) (Signature)

ADDENDUM "B"
(Authorized Officers of Bank)

One signature of any of the following authorized officers of Bank is required to authorize actions to be taken pursuant to the foregoing Depository Pledge Agreement:

1. Saul Ortega _____
(Name) (Signature)

2. Eddie Leal _____
(Name) (Signature)

3. Mary Elizondo _____
(Name) (Signature)

4. Roxanna De Leon _____
(Name) (Signature)

5. _____ _____
(Name) (Signature)

6. _____ _____
(Name) (Signature)

7. _____ _____
(Name) (Signature)

DEPOSITORY PLEDGE AGREEMENT

County of Hidalgo, ("Depositor") has selected **FIRST NATIONAL BANK**, ("Bank") as a depository for certain of its funds and Bank has agreed to act as the depository for those funds in accordance with applicable laws, which require that Bank secure the deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation ("FDIC"), by pledging securities ("Eligible Securities") of any type (including without limitation surety bonds and investment securities) permitted by the provisions of the Public Funds Collateral Act, Title 10, Chapter 2257 of the Texas Government Code (the "Governing Statues"). **THE INDEPENDENT BANKERSBANK**, ("Custodian") has agreed to hold the pledged securities in safekeeping pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement, Depositor, Bank and Custodian agree as follows:

1. **Grant of Security Interest; Instructions Regarding Collateral.** Bank hereby grants to Depositor a security interest in all Eligible Securities held by Custodian and reflected on Custodian's records as being pledged to Depositor (the "Collateral"), and Custodian agrees to hold all Collateral deposited with it pursuant to the terms of this Agreement, and to serve as collateral agent for Depositor. Until Depositor has the right to compel sale of the Collateral under Paragraph 6 hereof, Custodian may act only in accordance with the joint instructions of Bank and Depositor, provided that Bank shall be permitted to unilaterally substitute Eligible Securities for the Collateral in accordance with Paragraph 3 hereof. Addendum "A" contains the names and specimen signatures of individuals authorized to act on behalf of Depositor, and Addendum "B" contains the names and specimen signatures of individuals authorized to act on behalf of Bank. Either Depositor or Bank may add or remove authorized representatives without the consent of the other at any time by providing Custodian with a replacement addendum, duly executed by an authorized individual.

2. **Amount of Collateral.** The aggregate market value of Eligible Securities held by a Custodian at all times during the term of this Agreement must be in an amount not less than **105** % of (a) the amount of the collected funds on deposit, increased by (b) the amount of accrued but uncredited interest, (c) reduced by that portion of the funds insured by the FDIC. Such amount is hereinafter called the "Required Collateral Value".

3. **Substitutions and Withdrawals of Collateral.** If the aggregate market value or Collateral held by Custodian at any time exceeds the Required Collateral Value, Bank may withdraw any excess Collateral by providing Custodian with a withdrawal notice signed by an authorized representative of both Bank and Depositor. Depositor agrees to promptly sign the withdrawal notice if the market value of the remaining Collateral equals or exceeds the Required Collateral Value. Additionally, Bank may substitute Eligible Securities for any of the Collateral held by Custodian at any time by providing Custodian with a substitution notice signed by an authorized representative of Bank, provided that the market value of the Collateral following such substitution would equal or exceed the Required Collateral Value.

4 **Bank's Obligations.** Bank shall perform all of the duties and obligations required of a depository under applicable law with respect to collateralization of the funds of Depositor on deposit with Bank, including the duties and obligations required under the Governing Statutes. At the expiration of the term of this Agreement, Bank shall turn over to any successor depository designated by Depositor all funds held by Bank as depository. Bank will furnish to Depositor a monthly statement listing a description of the Collateral. The statement will specify the par value, market value, and maturity date of each component of the Collateral. Upon request, Bank shall provide to Depositor a copy of Bank's most recent publicly available quarterly or annual financial statement.

5. **Custodian's Obligations.** Custodian shall perform all of the duties and obligations required of a custodian under applicable law with respect to the custody and disposition of Eligible Securities, including the duties and obligations required under the Governing Statues. On receipt of Eligible Securities pledged to Depositor, including Eligible Securities substituted for other Collateral, Custodian shall immediately identify such Eligible Securities on its books and records as being Collateral securing the deposited funds to Depositor, and shall promptly issue and deliver to Bank a receipt for such Collateral. Upon receipt, Bank will promptly mail the receipt to Depositor.

6. **Default and Remedies.** If Bank defaults in performing its obligations under Paragraph 4 above, or if Bank is declared insolvent, or if a receiver is appointed for Bank, Depositor may instruct Custodian to sell the Collateral or any part thereof at public or private sale, after providing Bank at least three (3) business days prior written, notice and opportunity to cure the default, and, if Bank fails to cure the default within the required period of time, Custodian shall proceed to sell the specified Collateral in accordance with the Depositor's instructions. The proceeds of any sale shall be applied to satisfy any indebtedness owed by Bank to Depositor, and any excess proceeds shall be returned to Bank. Depositor will also have any other remedies available under applicable law.

7. **Termination of Agreement.** Any party of this Agreement may terminate this Agreement by giving thirty (30) days prior written notice of termination to other parties.

8. **Applicable Law; Other Agreements**. This Agreement is governed by the laws of the State of Texas. All deposit accounts of Depositor, and cash management services, if any, provided in connection with such accounts, will be subject to Bank's Business Account of Agreement and Disclosure Statement, Wholesale Demand Deposit Account Disclosure Statement, and /or Cash Management Terms and Conditions, as applicable, in effect from time to time, and as modified in writing by agreement of the parties.

9. **Miscellaneous** The headings in this agreement are for convenience of reference only and should not be used in interpreting this Agreement. If any provision of this agreement is illegal or unenforceable under applicable law, that provision should be deemed reformed so as to be enforceable to the extent permitted by applicable law, or if that is not possible, then this Agreement should be read as if that provision was never a part of it, and the remainder of the Agreement will be enforceable. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT OF THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS OF THE PARTIES. Notices given under this Agreement must be addressed as set forth below the signature of each party, and will be effective upon actual receipt by the addressee or upon refusal of delivery during the normal business hours of the addressee.

Date of Agreement: _____, 20 _____.

DEPOSITOR:

By: _____

Name: _____

Title: _____

Address for notice: _____

_____

CUSTODIAN: **THE INDEPENDENT BANKERS BANK,**

By: _____

Name: Jorja Morgan

Title: VP/ Investments Operations

Address for notice: 350 Phelps Dr.

Irving, Texas 75038

BANK: FIRST NATIONAL BANK,

By: _____

Name: Eddie Leal
Title: Comptroller

ADDENDUM "A"
(Authorized Officers of Depositor)

One signature of any of the following authorized officers of Depositor is required to authorize actions to be taken pursuant to the foregoing Depository Pledge Agreement:

1. _____ _____
(Name) (Signature)

2. _____ _____
(Name) (Signature)

3. _____ _____
(Name) (Signature)

4. _____ _____
(Name) (Signature)

5. _____ _____
(Name) (Signature)

6. _____ _____
(Name) (Signature)

7. _____ _____
(Name) (Signature)

ADDENDUM "B"
(Authorized Officers of Bank)

One signature of any of the following authorized officers of Bank is required to authorize actions to be taken pursuant to the foregoing Depository Pledge Agreement:

1. Saul Ortega _____
(Name) (Signature)

2. Eddie Leal _____
(Name) (Signature)

3. Mary Elizondo _____
(Name) (Signature)

4. Roxanna De Leon _____
(Name) (Signature)

5. _____ _____
(Name) (Signature)

6. _____ _____
(Name) (Signature)

7. _____ _____
(Name) (Signature)

AI-17646 **24.A.5.**

KMBH Awarded Bid/Contract

CC REGULAR

Date:	09/29/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

a. Clarification of expiration date and ratification of ninety (90) grace period extension option (as permitted under current agreement) with KMBH for the provision of tape and rebroadcast services through October 12, 2009 under the same rates, terms and conditions as it is in the best interest of the County to do so;

b. Requesting final determination by Commissioner's Court on the following options for rebroadcast air times, including, but not limited to:

1. Thursdays - from 8:00 - 10:00 p.m. which will not include any over-run of meeting; or,

2. Tuesdays - 10:00 p.m. with the guarantee that the meeting will be aired in it's entirety (i.e. over the two (2) hours); or,

3. Option to delete airing portions of meeting (i.e. public forum, pledge, prayer, etc.) in order to complete both HCDD#1 and Commissioner Court meeting within the two (2) hour time slot proposed by KMBH on Thursdays from 8:00 - 10:00 p.m.;

c. Notification that current bid award to KMBH continues to rebroadcast meetings at 10:00 p.m. on Tuesday, until final contract document details Commissioners Court's date and air-time determination which will impose an effective date on new award of October 13, 2009 for new contract term.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-413-30-115-017-0-320

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

BUDGETARY IMPACT:

Attachments

Link: Backup for Bid Award

Link: Service Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	09/23/2009 03:15 PM	APRV
2	Budget & Management	Erika Zamora	09/24/2009 08:16 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/24/2009 04:00 PM	APRV
4	Martha Salazar	Angela Garcia	09/25/2009 08:55 AM	APRV
5	Purchasing Department (Originator)	Marty Salazar	09/25/2009 08:57 AM	APRV
6	Rosalinda Cantu	Angela Garcia	09/25/2009 09:37 AM	APRV
7	Purchasing Department (Originator)	Marty Salazar	09/25/2009 11:15 AM	APRV
8	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Marty Salazar Started On: 09/23/2009 10:45 AM

Final Approval Date: 09/25/2009

AI-17419 **23.A.6.**

Bid Award/Approval of Contract-Record and Delay Broadcast of Commissioners Court Meetings

CC REGULAR

Date: 09/15/2009
Submitted By: Darlene Betancourt, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Recommending award of bid and approval of contract to sole bid received meeting all specifications and/or requirements as attached hereto for-Hidalgo County-Record and Delay Broadcast of Commissioners Court Meetings-Project No 2009-296-07-29-YZV.

BACKGROUND

Draft contract document has been sent to legal counsel for review and approval as to form

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-413-30-115-017-0-320
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
$24,000.00 available balance as of 09/10/09. rc
3yr contract, funding available only for 2009.

Attachments

Link: bid tab sheet
Link: draft contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/10/2009 03:53 PM	APRV
2	Budget & Management	Erika Zamora	09/10/2009 03:57 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/11/2009 08:35 AM	APRV
4	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Darlene Betancourt Started On: 09/09/2009 04:19 PM
Final Approval Date: 09/11/2009

"EXHIBIT A"

Record and Delay Broadcast of Hidalgo County Commissioners' Court Meetings and other related Services
Hidalgo County
Bid No: 2009-296-07-29-YZV

REQUIREMENTS

1. Hidalgo County is seeking a qualified vendor to record and delay broadcast the Hidalgo County Drainage District #1 Board of Directors and Commissioners' Court Meetings;

   a) Pursuant to Article §81.005 (a) (Term of Court Meetings) of the Texas Local Government Code, Hidalgo County Commissioners' Court "Regular Term" meetings for 2009. **This action made upon by Hidalgo County Commissioners Court on a yearly basis and may not follow current schedule**:

Week of the Month:	***Last Week of the Month***
Day of the Week:	Tuesday
Time of the day:	**1:30 p.m.**

   Hidalgo County Drainage District #1 holds meetings in accordance with Chapter 551, Texas Government Code; which are currently scheduled for 1:00 p.m. or otherwise directed by HCDD#1 on all Tuesdays *or as otherwise directed by HCDD #1.*

   b) Hidalgo County holds "Special Meetings" in accordance with Chapter 551, Texas Government Code; which currently are scheduled @ **1:30 p.m. or otherwise directed by Hidalgo County on all other Tuesdays or *as otherwise directed by Hidalgo County*.** However, these are subject to change if necessary and at the sole discretion of Hidalgo County/Hidalgo County Drainage District #1 and applicable statutes as to the posting of such meetings. **All special meetings will follow the term of Commissioners' Court.**

2. Contractor must possess all equipment necessary to render services required. All installation of any such equipment will be at contractor's expense including all repair maintenance of said equipment.

3. The initial term of the contract will be for a two (2) year period. Hidalgo County reserves the right to extend the contract for an additional one (1) year period under the same rates/fees, terms and conditions.

4. Hidalgo County reserves the right to continue this bid for an additional ninety (90) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.

5. Hidalgo County will not allow the contractor to pre-empt any schedule broadcast of this program. Provider and Hidalgo County reserve the right to seek underwriting for the program.

6. All arrangements for on-air broadcast of this program are subject to the regulations of the Federal Communications Commission (FCC), to other laws governing broadcasting, and to standard broadcasting practice.

7. Either party may terminate the agreement within thirty (30) days upon written notice. Contractor will continue providing services until new vendor is awarded in the event that contractor exercises the 30-day written termination notice.

8. On-air credit consists of up to at least three (3) credits at the open and close of the program. Each credit should be at least twenty (20) seconds long.

9. Hidalgo's County Drainage District #1 and Commissioners Court meetings will be broadcast in their entirety.

10. In the event of a cancellation of an Hidalgo County Hidalgo County Drainage District #1 and/or Commissioners' Court Meeting slated for Recording and Delay Broadcasting, Hidalgo County will notify, in writing, the awarded vendor/company, via e-mail the cancellation of such meeting by 5:00 pm (CST) the Monday before said meeting is scheduled to be held. Notification will be made *by Monica Badillo, Hidalgo County Court Administrator, phone: (956) 292-7025; Fax (956) 292-7034 to:*

_____.
Awarded Company

11. Hidalgo County will be provided the following copies:

    a) Five (5) DVD unedited copies (if produced)
    b) Five (5) DVD edited copies (if produced)
    c) Audio and Wave File

12. Hidalgo County Commissioners' Court meetings are to be broadcast Valley wide particularly in Hidalgo County.

13. Current air time for the delay broadcast of entire Commissioners Court meetings is on Tuesday evening at 10:00 pm. Hidalgo County wishes to improve the air time slot for the delay broadcast of the Commissioners Court meetings.

    Bidders are asked to designate & commit to an earlier time slot from 7:00 p.m. to 9:00

pm but in no event commencing later than the current 10:00 pm air time. Delay broadcast must occur after Commissioners Court meetings Tuesday through Friday of the same week.

Hidalgo County additionally requires an additional 30 minutes time allotment for Public Information Purposes on the 1st week of the month) to air on the same day of the week, between the hours of 7 PM to 10PM with 9:30 PM being the latest, throughout the term of the contract.

14. Commissioners Court, at its sole discretion may consider an earlier time slot (from its present air time of 10:00 pm) as a determining factor in awarding the bid in order to make the Commissioners Court meeting delay broadcast more accessible to all Hidalgo County residents.

The Hidalgo County Drainage District No. 1 Board of Director's may, at their option, utilize the "Record and Delay Broadcast of Hidalgo County and Hidalgo County Commissioners' Court minutes and related Services" Provider(s) selected by Hidalgo County for Hidalgo County Drainage District No. 1. Should the Board of Director's of Hidalgo County Drainage District No. 1 decide the bid awarded as the Provider is the same as the one selected by Hidalgo County, the awarded bidder shall offer Hidalgo County Drainage District No. 1 the same terms and provisions as it offers Hidalgo County.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids proposals or statements or qualifications be addressed to, Yolanda Velasquez Buyer, Physical Address: 2802 S. Business Hwy. 281, Edinburg, TX Postal/Mailing Address: 2812 South Business Hwy 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIEES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIREIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, WEDNESDAY, JULY 22, 2009 BY 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, JULY 24, 2009 by 5:00 p.m.

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: JULY 29, 2009 | **BID OPENING TIME:** 9:30 A.M.

DESCRIPTION OF BID: "Record & Delay Broadcast of Commissioners Court Meetings"

BID NO: 2009-296-07-29-YZV | **BUYER:** Yolanda Z. Velasquez

BID #	NAME OF COMPANY	BID OPTIONS		TOTAL PRICE	ACKNOWLEDGED
#1	RGV Educational Broadcasting INC. KMBH DT-38	A	1ST Year	$80,400.00	√
		B	2nd Year	$84,420.00	√
		C	3rd Year	$88,641.00	√
		D	Yearly Public Announcement	-0-	√

Exhibit "B"

"Record and Delay Broadcast of Hidalgo County Commissioners' Court Meetings - Hidalgo County"

Bid No. 2009-074-07-01-YZV

OPENED 9:58 am 7/29/09

BID PAGE

Program/Series: "Hidalgo County Commissioner's Court Meetings" Witnessed

Air Time: 8:00 p.m. to 10:00p.m.

Air Date Schedule: Thursday

Recorded on Site: Hidalgo County Administration Building, 1st Floor- Edinburg, TX

Term of Contract: The contract will be in effect for a period of one (1) year from bid award date with County's option to renew (2) one year terms.

Bid Options:

A) 1st Year Production Underwriting Price:	$ 80,400.00
B) 2nd Year Production Underwriting Price:	$ 84,420.00
C) 3rd Year Production Underwriting Price:	$ 88,641.00
D) Yearly Public Service Announcement Price :	$ -0-

Bidder/Company Name: RGV Educational Broadcasting Inc. KMBH DT-38

Address: 1701 Tennessee Avenue,

City/State/Zip Code: Harlingen, Texas 78550

Phone Nº 956-421-4111 Fax Nº 956-421-4150 Cell Nº 956-497-1082

Authorized Signature:

Printed Name: Pedro Briseno

Title: President/General Manager

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-06-006-06-19

THIS CONTRACT is made and entered into this 6th day of June, 2006, by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **RGV Educational Broadcasting, Inc.**, a Texas Corporation ("Company").

WHEREAS, Company responded to advertised notices for bids for "The Recording and Delay Broadcast of Hidalgo County Commissioners' Court Meetings" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of county awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County for a two (2) year term. This contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the specifications within Hidalgo County. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safety and efficiently provide the Services.

3. This Contract shall be for a period beginning July 13, 2006 and ending on July 12, ,2008 and may be extended at the sole discretion of County for an additional ninety (90) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County reserves the right to extend the contract for an additional year.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the require licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation os such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to county certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safety and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set for below:

If to County:

The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company:

RGV Educational Broadcasting, Inc.
P.O. Box 2147
Harlingen, Texas 78551

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

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS, our hands in duplicate originals this_____ day of_____, 2006.

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

Approved by Commissioners' Court
on 6-20-06 ab

~~Juan D. Salinas, III~~, County Clerk
Eddy Treviño,

COMPANY: RGV Educational Broadcasting Inc.

By:_____

Printed Name: Pedro Briseño

Title: President / General Manager

Approved on Commissioners' Court June 20, 2006

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

AI-17516 **24.A.6.**

Civil-Site Work for HIdalgo County Precinct No. 2 Office Complex Subdivision
CC REGULAR

Date:	09/29/2009
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

a. Correspondence received from participating vendor (attached hereto), Five Star Clarke Construction, LLC stating that due to a "written numerical error" on first item of bid page" plus other pricing errors (that would impact the company's ability to honor and complete the work), the company requests that Commissioners Court permit and allow the withdrawal of the submitted bid; and , if approved,

b. Recommendation by project engineer, R. Gutierrez Engineering Corporation of the bids received for the purposes of award for "Civil-Site Work for Hidalgo County Precinct No. 2 Office Complex Subdivision" to lowest responsible bidder meeting all specifications- and/or requirement for RFB No. 2009-037B-09-02-otm.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 1334-431-00-122-021-0-720
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 1334-415-15-122-042-0-720
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 1334-441-00-122-041-0-720
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 1336-412-00-122-043-0-720
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: RECOMMENDATION LETTER & TAB SHEET BY ENGINEER

Link: WITHDRAWAL LETTER FROM FIVE STAR CLARKE

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/24/2009 10:36 AM	APRV
2	Budget & Management	Erika Zamora	09/24/2009 11:13 AM	APRV
3	Rosalinda Cantu	Angela Garcia	09/24/2009 01:18 PM	APRV
4	Purchasing Department	Marty Salazar	09/24/2009 01:52 PM	APRV
5	Auditor's Office	Angela Garcia	09/25/2009 05:15 PM	APRV

Form Started By: Olga Montero Started On: 09/15/2009 02:42 PM

Final Approval Date: 09/25/2009

(FINAL)

R. Gutierrez Engineering Corporation

September 17, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Revised Recommendation for Award – Pct 2 Office Complex Subdivision
Project No: ENG08.24L

Dear Commissioner Palacios:

On Wednesday, September 2, 2009, at 9:30 a.m. in the Hidalgo County Purchasing Department Conference Room, bids were opened and read aloud for the above captioned project. Eight (8) bids were received for this project. The low responsive base bid was for **$486,660.30** from **Five Star Clarke Construction, L.L.C.**, from Rio Grande City, Texas. The lowest alternate bid was for **$470,280.30** also from **Five Star Clarke Construction, L.L.C.**, from Rio Grande City, Texas.

There was a discrepancy in one of the bid items provided in the lowest base bid. The bidder used a $1.00 per cubic yard unit bid price where the numeral unit bid is requested and spelled out $27,000.00 per cubic yard where the written unit bid price is requested. Five Star Clarke Construction, L.L.C. has submitted a letter requesting that they be allowed to withdraw their bid.

If the Commissioner's Court were to grant their request, the next responsive base bid is for **$573,769.30** from **Garco Industries**, Inc., from Pharr, Texas. The next lowest alternate bid is for **$537,512.71** from **Saenz Utility Contractors, Ltd.**, from Edcouch, Texas.

Enclosed is a copy of the Plan Holders List, Bid Proposal Forms, and Bid Tabulation Form. We have reviewed the bids submitted and are recommending award of the contract base bid to the lowest responsive bidder being **Five Star Clarke Construction, L.L.C.**, from Rio Grande City, Texas, for **$486,660.30.** However, if Commissioner's Court grants **Five Star Clarke Construction, L.L.C.,** their request, we recommend award of the contract to **Garco Industries, Inc.,** from Pharr, Texas in the amount of **$573,769.30**.

We are recommending the base bid over the alternate bid. This is due to the fact that the base bid will require the contractor to supply the fill material and the alternate bid will require the Hidalgo County to supply the fill material and transport it to the construction site. When we add the cost of Hidalgo County providing the fill material, to the alternate bid, the total is higher than the base bid. A breakdown of the cost for the base bid and alternate bid with costs of Hidalgo County providing the fill material to the project is enclosed.

130 E. Park – Pharr, TX 78577 – Tel. 956-782-2557 – Fax 956-782-2558 – E-mail rgutierrez@rgutierrezengineering.com

If you require our assistance please do not hesitate to call us. We are ready to assist you in making this project a success. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

Encl

cc: Project Files

[redacted]

R. Gutierrez Engineering Consultants
1 L E. Park Avenue
Pharr, Texas 78577

09/10/2009

BID TABULATION
PCT. NO. 2 OFFICE COMPLEX SUBDIVISION

DATE 09/02/09
TIME: 9:30 A.M.
LOCATION HIDALGO COUNTY PURCHASING DEPARTMENT

Item Number	Estimated Quantity	Unit	Item Description	CRC DESIGN CONSULTANTS		MF SITE CONSTRUCTION, INC		ASAGO CONSTRUCTION		SAENZ UTILITY CONTRACTORS		5 STAR CONSTRUCTION		GARCO INDUSTRIES		JIMMY CLOSNER & SONS		D. WILSON CONSTRUCTION	
				Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
1	27,300.00	SY	Site Excavation, Fill & Grading	$ -	$ -	$ 8.32	$ 227,136.00	$ 7.00	$ 191,100.00	$ 4.41	$ 120,393.00	-	$ 27,300.00	$ 0.75	$ 20,475.00	$ 11.00	$ 300,300.00	$ 8.00	$ 218,400.00
2	15,666.00	SY	Lime Treated Subgrade (8" or 12")(3% Lime)	$ -	$ -	$ 1.50	$ 23,499.00	$ 3.00	$ 46,998.00	$ 1.00	$ 15,666.00	$ 1.00	$ 15,666.00	$ 0.95	$ 14,882.70	$ 1.75	$ 27,415.50	$ 2.00	$ 31,332.00
3	118.00	TON	Lime, Ty A or B	$ -	$ -	$ 164.00	$ 19,352.00	$ 160.00	$ 18,880.00	$ 160.00	$ 18,880.00	$ 145.00	$ 17,110.00	$ 155.00	$ 18,290.00	$ 165.00	$ 19,470.00	$ 150.00	$ 17,700.00
4	15,666.00	SY	Flexible Base (Compl in Place)(Ty E)(Gr 4)(10")	$ -	$ -	$ 8.03	$ 94,465.98	$ 5.00	$ 78,330.00	$ 6.09	$ 95,405.94	$ 4.60	$ 72,063.60	$ 6.95	$ 108,876.70	$ 6.50	$ 101,829.00	$ 4.74	$ 74,258.00
5	12,592.00	SY	Asph. Conc. Pav. Ty. D (1 1/2") w/Prime Coat	$ -	$ -	$ 7.10	$ 89,403.20	$ 7.00	$ 88,144.00	$ 6.61	$ 83,239.73	$ 5.96	$ 75,054.28	$ 6.75	$ 85,002.75	$ 7.75	$ 97,595.75	$ 8.50	$ 107,032.00
6	914.00	LF	Concrete Valley Gutter (6-FI)	$ -	$ -	$ 24.63	$ 22,511.82	$ 13.00	$ 11,882.00	$ 12.57	$ 11,488.98	$ 24.78	$ 22,648.92	$ 42.00	$ 38,388.00	$ 24.80	$ 22,667.20	$ 12.20	$ 11,150.00
7	122.00	LF	Concrete Curb & Gutter (Ty A)(Barrier)(24")	$ -	$ -	$ 9.25	$ 1,128.50	$ 9.00	$ 1,098.00	$ 4.83	$ 589.26	$ 6.97	$ 850.34	$ 9.00	$ 1,098.00	$ 6.80	$ 829.60	$ 7.00	$ 854.00
8	5,916.00	LF	Concrete Curb & Gutter (Ty A)(Barrier)(18")	$ -	$ -	$ 8.25	$ 48,807.00	$ 6.00	$ 35,496.00	$ 5.10	$ 30,171.60	$ 5.13	$ 30,349.08	$ 7.50	$ 44,370.00	$ 5.80	$ 34,312.80	$ 6.25	$ 36,975.00
9	1,946.00	SY	Concrete Sidewalk 4"	$ -	$ -	$ 24.00	$ 46,704.00	$ 9.00	$ 17,514.00	$ 22.70	$ 44,174.20	$ 22.68	$ 44,135.28	$ 30.00	$ 58,380.00	$ 29.85	$ 58,112.10	$ 2.35	$ 41,157.90
10	15.00	EA	Concrete Sidewalk Ramps (ADA Standards)	$ -	$ -	$ 450.00	$ 6,750.00	$ 700.00	$ 10,500.00	$ 320.00	$ 4,800.00	$ 200.00	$ 3,000.00	$ 375.00	$ 5,625.00	$ 625.00	$ 9,375.00	$ 125.00	$ 1,875.00
11	100.00	LF	Concrete Wheel Stops	$ -	$ -	$ 30.00	$ 3,000.00	$ 60.00	$ 6,000.00	$ 75.00	$ 7,500.00	$ 20.00	$ 2,000.00	$ 37.50	$ 3,750.00	$ 35.00	$ 3,500.00	$ 35.00	$ 3,500.00
12	1.00	LS	Pavement Striping, Pavement Markers & Signs	$ -	$ -	$ 11,200.00	$ 11,200.00	$ 7,000.00	$ 7,000.00	$ 8,300.00	$ 8,300.00	$ 4,000.00	$ 4,000.00	$ 5,200.00	$ 5,200.00	$ 4,500.00	$ 4,500.00	$ 11,492.00	$ 11,492.00
13	169.00	LF	RCP (CL III) (18") Rubber Gasket	$ -	$ -	$ 44.50	$ 7,342.50	$ 22.30	$ 3,630.00	$ 25.00	$ 4,290.00	$ 25.00	$ 4,125.00	$ 21.50	$ 3,547.50	$ 28.50	$ 4,702.50	$ 22.00	$ 3,643.00
14	494.00	LF	RCP (CL III) (24")(Rubber Gasket)	$ -	$ -	$ 58.00	$ 28,652.00	$ 26.00	$ 12,844.00	$ 29.00	$ 14,326.00	$ 35.00	$ 17,290.00	$ 26.50	$ 13,091.00	$ 35.35	$ 17,462.90	$ 64.00	$ 31,660.00
15	562.00	LF	ADS Pipe (15")	$ -	$ -	$ 40.00	$ 22,480.00	$ 25.00	$ 14,050.00	$ 16.00	$ 8,992.00	$ 16.00	$ 8,992.00	$ 14.70	$ 8,261.40	$ 23.95	$ 13,459.90	$ 25.70	$ 14,443.40
16	423.00	LF	ADS Pipe (18")	$ -	$ -	$ 44.00	$ 18,524.00	$ 25.00	$ 10,525.00	$ 26.00	$ 10,946.00	$ 21.00	$ 8,841.00	$ 17.50	$ 7,367.50	$ 28.35	$ 11,935.35	$ 24.76	$ 10,423.00
17	7.00	EA	Inlet (Ty C) (4' Concrete Apron	$ -	$ -	$ 2,150.00	$ 15,050.00	$ 1,800.00	$ 12,600.00	$ 2,995.00	$ 20,965.00	$ 3,300.00	$ 23,100.00	$ 3,200.00	$ 22,400.00	$ 2,475.00	$ 17,325.00	$ 1,641.58	$ 11,491.06
18	2.00	EA	5' Concrete Drainage Manhole	$ -	$ -	$ 1,990.00	$ 3,980.00	$ 2,000.00	$ 4,000.00	$ 2,100.00	$ 4,200.00	$ 2,700.00	$ 5,400.00	$ 2,600.00	$ 5,200.00	$ 1,850.00	$ 3,700.00	$ 1,300.00	$ 2,600.00
19	9.00	EA	In Site Drain System w/ Tee, 90 Elbow, & Metal Grate	$ -	$ -	$ 975.00	$ 8,775.00	$ 1,500.00	$ 13,500.00	$ 450.00	$ 4,050.00	$ 900.00	$ 8,100.00	$ 1,100.00	$ 9,900.00	$ 650.00	$ 5,850.00	$ 682.62	$ 6,188.58
20	9.00	EA	Concrete Flumes	$ -	$ -	$ 820.00	$ 7,380.00	$ 1,000.00	$ 9,000.00	$ 1,175.00	$ 10,575.00	$ 100.00	$ 900.00	$ 300.00	$ 2,700.00	$ 145.00	$ 1,305.00	$ 500.00	$ 4,500.00
21	671.00	LF	6" PVC SDR 26 Sanitary Sewer Line	$ -	$ -	$ 34.00	$ 22,814.00	$ 15.00	$ 10,736.00	$ 15.00	$ 10,065.00	$ 8.00	$ 5,368.00	$ 12.00	$ 8,052.00	$ 18.50	$ 12,413.50	$ 21.40	$ 13,203.80
22	3.00	EA	4' Dia. Fiberglass Manhole	$ -	$ -	$ 1,700.00	$ 5,100.00	$ 2,000.00	$ 6,000.00	$ 2,685.00	$ 8,055.00	$ 2,300.00	$ 6,900.00	$ 2,200.00	$ 6,600.00	$ 2,350.00	$ 7,050.00	$ 1,678.14	$ 5,034.42
23	1.00	EA	6" Sanitary Sewer Connection	$ -	$ -	$ 750.00	$ 750.00	$ 3,000.00	$ 3,000.00	$ 1,200.00	$ 1,200.00	$ 300.00	$ 300.00	$ 800.00	$ 800.00	-	$ 300.00	-	-
24	574.00	LF	4" PVC SDR 26 Sanitary Sewer Line	$ -	$ -	$ 30.00	$ 17,220.00	$ 9.00	$ 5,166.00	$ 10.00	$ 5,740.00	$ 3.00	$ 1,722.00	$ 6.00	$ 3,444.00	$ 8.50	$ 4,879.00	$ 12.55	$ 7,203.00
25	514.00	LF	12" PVC C-900 DR 18	$ -	$ -	$ 26.00	$ 13,364.00	$ 23.00	$ 11,822.00	$ 26.00	$ 13,364.00	$ 25.00	$ 12,850.00	$ 20.50	$ 10,537.00	$ 22.00	$ 11,308.00	$ 23.22	$ 11,935.08
26	1,719.00	LF	8" PVC C-900 DR 18	$ -	$ -	$ 12.50	$ 21,475.00	$ 15.00	$ 25,770.00	$ 12.00	$ 20,616.00	$ 10.00	$ 17,180.00	$ 14.00	$ 24,052.00	$ 14.50	$ 24,911.00	$ 18.54	$ 31,857.72
27	95.00	LF	6" PVC C-900 DR 18	$ -	$ -	$ 8.00	$ 760.00	$ 13.00	$ 1,235.00	$ 10.00	$ 950.00	$ 10.00	$ 950.00	$ 10.00	$ 950.00	$ 12.50	$ 1,187.50	$ 12.24	$ 1,162.80
28	542.00	LF	2" PVC C-900 DR 18	$ -	$ -	$ 3.00	$ 1,626.00	$ 10.00	$ 5,420.00	$ 5.50	$ 2,981.00	$ 5.00	$ 2,710.00	$ 4.50	$ 2,439.00	$ 6.00	$ 3,252.00	$ 10.00	$ 5,420.00
29	1.00	EA	Fire Hydrant Assembly w 12 x6 Tee & Valve&Box	$ -	$ -	$ 3,200.00	$ 3,200.00	$ 4,000.00	$ 4,000.00	$ 3,250.00	$ 3,250.00	$ 5,000.00	$ 5,000.00	$ 3,050.00	$ 3,050.00	$ 3,250.00	$ 3,250.00	$ 2,898.32	$ 2,898.32
30	5.00	EA	Fire Hydrant Assembly w/ 8"x6" Tee 6" Valve&Box	$ -	$ -	$ 3,100.00	$ 15,500.00	$ 3,000.00	$ 15,000.00	$ 2,950.00	$ 14,750.00	$ 4,400.00	$ 20,000.00	$ 2,650.00	$ 13,250.00	$ 2,950.00	$ 14,750.00	$ 2,752.29	$ 13,761.45
31	1.00	EA	Tap Tee 8 x12 (Connect to 8" Water Line)	$ -	$ -	$ 2,870.00	$ 2,870.00	$ 5,000.00	$ 5,000.00	$ 2,850.00	$ 2,850.00	$ 1,500.00	$ 1,500.00	$ 2,500.00	$ 2,500.00	$ 2,875.00	$ 2,875.00	$ 3,320.85	$ 3,320.85
32	1.00	EA	Tap Tee 12"x8" (Connect to 12" Water Line)	$ -	$ -	$ 4,470.00	$ 4,470.00	$ 5,000.00	$ 5,000.00	$ 3,500.00	$ 3,500.00	$ 1,500.00	$ 1,500.00	$ 3,000.00	$ 3,000.00	$ 2,450.00	$ 2,450.00	$ 3,320.85	$ 3,320.85
33	4.00	EA	Tap Tee 8 x2	$ -	$ -	$ 777.00	$ 3,108.00	$ 800.00	$ 3,200.00	$ 595.00	$ 2,380.00	$ 1,200.00	$ 4,800.00	$ 160.00	$ 640.00	$ 850.00	$ 3,400.00	$ 1,520.47	$ 6,081.88
34	4.00	EA	8" Elbows (90°,45°,22.5°,11.25°)	$ -	$ -	$ 380.00	$ 1,520.00	$ 400.00	$ 1,600.00	$ 395.00	$ 1,580.00	$ 500.00	$ 2,000.00	$ 200.00	$ 800.00	$ 250.00	$ 1,000.00	$ 325.98	$ 1,303.98
35	2.00	EA	12" M.J. Elbows (90°,45°,22.5°,11.25°)	$ -	$ -	$ 800.00	$ 1,600.00	$ 600.00	$ 1,200.00	$ 850.00	$ 1,700.00	$ 600.00	$ 1,200.00	$ 350.00	$ 700.00	$ 350.00	$ 700.00	$ 708.00	$ 1,416.00
36	671.00	LF	Trench Excavation Protection	$ -	$ -	$ 3.00	$ 2,013.00	$ 1.00	$ 671.00	$ 2.00	$ 1,342.00	$ 3.00	$ 2,013.00	$ 0.75	$ 503.25	$ 5.00	$ 3,355.00	$ 1.50	$ 1,006.50
37	3,243.00	LF	Temp Sediment Control Fence	$ -	$ -	$ 3.25	$ 10,539.75	$ 1.50	$ 4,864.50	$ 4.00	$ 12,972.00	$ 1.00	$ 3,243.00	$ 3.50	$ 11,350.50	$ 2.75	$ 8,918.25	$ 1.75	$ 5,675.00
38	84.00	SY	Construction Exits (Install)	$ -	$ -	$ 30.00	$ 2,520.00	$ 20.00	$ 1,680.00	$ 6.00	$ 504.00	$ 17.85	$ 1,499.40	$ 10.00	$ 840.00	$ 12.50	$ 1,050.00	$ 12.00	$ 1,008.00
39	84.00	SY	Construction Exits (Remove)	$ -	$ -	$ 6.00	$ 504.00	$ 10.00	$ 840.00	$ 6.00	$ 504.00	$ 17.85	$ 1,499.40	$ 6.00	$ 504.00	$ 6.00	$ 504.00	$ 2.00	$ 168.00
40	1.00	EA	Inlet (Ty A)	$ -	$ -	$ 1,685.00	$ 1,685.00	$ 2,300.00	$ 2,300.00	$ 2,850.00	$ 2,850.00	$ 3,000.00	$ 3,000.00	$ 1,950.00	$ 1,950.00	$ 1,800.00	$ 1,800.00	$ 1,741.58	$ 1,741.58
41	1.00	EA	Concrete Pipe Apron	$ -	$ -	$ 98.00	$ 98.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 1,000.00	$ 1,000.00	$ 450.00	$ 450.00	$ 180.00	$ 180.00
			TOTAL BASE BID AMOUNT:		$ 699,500.00		$ 838,864.85		$ 708,102.50		$ 630,605.71		$ 486,660.30		$ 573,769.30		$ 863,480.85		$ 758,992.50
42	27,300.00	SY	Site Excavation, Fill & Grading (County Supplies Fill	$ -	$ -	$ 2.69	$ 73,437.00	$ 2.50	$ 68,250.00	-	-	$ 27,300.00	$ 0.40	$ 10,920.00	$ 1.25	$ 34,125.00	$ 2.75	$ 75,075.00	$ 2.25	$ 61,425.00
			TOTAL BID AMOUNT:		$ 699,500.00		$ 685,165.85		$ 585,252.50		$ 537,512.71		$ 470,280.30		$ 587,419.30		$ 638,255.85		$ 602,017.50

R. Gutierrez Engineering Corporation

BID EVALUATION

Description:	ENG08.024L
Project:	PRECINCT No.2 OFFICE COMPLEX
By:	RG
Date:	8-Sep-09

If Five Star Clarke Construction, L.L.C. is awarded contract

BASE BID: $486,660.30 (CONTRACTOR SUPPLIES 27,300 CY OF FILL)

ALTERNATE BID: $470,280.30 (HIDALGO COUNTY SUPPLIES 27,300 CY OF FILL)

COST TO HIDALGO COUNTY TO SUPPLY 27,300 CY OF FILL: (16 CY TRUCKS @ $65.00 PER TRUCK)

27,300 CY / 16 CY / TRUCK = 1,706.25 TRUCKS @ $65.00 / TRUCK = $110,906.25

ALTERNATE BID + COST OF PROVIDING FILL =
$470,280.30 + $110,906.25 = $581,186.55

THEREFORE, COST OF (ALTERNATE BID + COST OF PROVIDING FILL) > COST OF BASE BID

If Five Star Clarke Construction, L.L.C. is granted their request to be released of the bid

BASE BID: $573,769.30 (CONTRACTOR SUPPLIES 27,300 CY OF FILL)

ALTERNATE BID: $537,512.71 (HIDALGO COUNTY SUPPLIES 27,300 CY OF FILL)

COST TO HIDALGO COUNTY TO SUPPLY 27,300 CY OF FILL: (16 CY TRUCKS @ $65.00 PER TRUCK)

27,300 CY / 16 CY / TRUCK = 1,706.25 TRUCKS @ $65.00 / TRUCK = $110,906.25

ALTERNATE BID + COST OF PROVIDING FILL =
$537,512.30 + $110,906.25 = $648,418.55

THEREFORE, COST OF (ALTERNATE BID + COST OF PROVIDING FILL) > COST OF BASE BID

Five Star Clarke
Construction L.L.C
49 Wood Road
Rio Grande City TX 78582
(956)486-2363 (956)486-277

September 16, 2009

Hidalgo County Purchasing Department
C/O Martha Salazar
2802 South Bus. 281
Edinburg, TX 78539

Dear Martha Salazar:

Our Company turned in a Bid Proposal for the Civil-Site Work for Hidalgo County Precinct No. 2 Office Complex Subdivision which opened on September 2, 2009 at 9:30 a.m. Our letter is to respectfully notify Hidalgo Purchasing Department and the Hidalgo County Commissioners that our company would like to withdraw our Bid Proposal. The reasons why we would like withdraw is because we have taken another look at our Bid Proposal and we came upon some mistakes that our Estimator did on the Bid Proposal Form and we cannot execute the project with the amount of the Bid proposed. If awarded this project we will most likely be affected financially while doing this project. It was a sincere and honest mistake done on our part.

Our company would like to respectfully withdraw our Bid Proposal and ask that the Commissioners accept our apologies and to withdraw without being penalized or be taken out of the bidders list for any future projects. If we are going to be penalized we would like to have an opportunity to discuss this matter.

Thank you for giving us the opportunity to explain and for taking the time to consider our request. If you have any further questions please call me at the above phone number.

Respectfully,

Alejo Clarke Jr.
Owner, Five Star Clarke Construction L.L.C.

AI-17374 **24.A.7.**

Construction of New Precinct No. 2 Administrative Offices for Hidalgo Co. & Other Co. Offices

CC REGULAR

Date:	09/29/2009
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

a. Presentation by project architect, V A Architecture, of tabulation sheet of the seven (7) original bids received for this project reflecting compliance with bid bond requirements and notation that CRC Design Consultants bid bond of $204,000.00 does not include the 5% bond (of greatest bid total submitted)which should translate to a bid bond in the amount of $223,350.00 and thus disqualifying the bid from consideration by Commissioners Court;

b. Presentation and recommendations by project architect, V A Architecture, of the qualifying lowest responsible bids received meeting all specifications and/or requirements for the purposes of award for the "Construction of New Precinct No. 2 Administrative Offices for Hidalgo Co. & Other Co. Offices" which includes, but is not limited to, base bid and up to four (4) alternates as may be permitted through the funds available for the project - Bid No. 2009-037a-09-02-otm.

BACKGROUND

Refer to attachments (Letter of Recommendation by V-A Architecture & Tabulation Sheet)

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 1334-431-00-122-021-0-720

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

BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 1334-415-15-122-042-0-720

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

BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 1334-441-00-122-041-0-720

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

BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 1336-412-00-122-043-0-720

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

BUDGETARY IMPACT:

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

As per D. Kennan (DBM), current total budget is approx. $4.9 million with an additional $300K coming from WIC.

FISCAL YEAR: 9 **ACCT. #:** 9-1334-441-00-122-041-0-720

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

BUDGETARY IMPACT:

Ref: AI-17728 Interfund transfer to partially fund Pct. No.2 Adm Complex.

*Please see attached expenditure summary.

Total funding with AI-17728 s/b $5,292,165.53

Note*: Due to Agendaquik glitch, please avoid the previous Fiscal Impact refer to this one.

Attachments

Link: Non Award Letter send Certified Mail

Link: recommendation letter and tab sheet as of 9 24 2009

Link: exp summ

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/25/2009 01:19 PM	APRV
2	Budget & Management	Erika Zamora	09/25/2009 02:22 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/25/2009 03:28 PM	APRV
4	Roland Garcia	Rolando Garcia	09/25/2009 05:13 PM	APRV
5	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Olga Montero Started On: 09/09/2009 08:47 AM

Final Approval Date: 09/25/2009

PURCHASING DEPARTMENT
County Of Hidalgo

September 24, 2009

CRC Design Consultants
c/o Carlo Cantu, Owner
2016 S. 45th St.
McAllen, Texas 78503

Re: **RFB No. 2009-037a-09-02-otm**
"Construction of New Precinct No. 2 Administrative Offices for Hidalgo County and Other County Offices"

Dear Mr. Cantu:

Pursuant to Texas Local Government Code, Chapter 262, Section .027(c):
"A contract may not be awarded to a bidder who is not the lowest dollar bidder meeting specifications unless, before the award, each lower bidder is given notice of the proposed award and is given an opportunity to appear before commissioners court and present evidence concerning the lower bidder's responsibility."

In addition, Hidalgo County cannot consider bids that do not meet all specifications and/or requirements set for in the bid packet approved by Commissioners' Court for this project referenced.

Therefore, pursuant to the Texas Local Government Code 262.027 (c), you have the opportunity to attend Hidalgo County Commissioners Court, located at 100 E. Cano, first floor, courtyard area in Edinburg, Texas and scheduled for **1:30 p.m. on Tuesday, September 29, 2009** , to voice opinions or comments you may have regarding this bid and/or award.

Should you have any questions or require additional information, please do not hesitate to call me at 318-2626.

Sincerely,

Olga T. Montero, Buyer II
Hidalgo County Purchasing Department

VIA: E-mail and Certified Mail

V·A Architecture

FAX TRANSMISSION COVER SHEET

DATE:	September 24, 2009	**TIME:**	9:09 am
TO:	Commissioner Héctor "Tito" Palacios	**FAX #:**	787-4683
		FROM:	Tommy Canul
FIRM:	Hidalgo County Pct. 2	**V·A JOB**	08-1016

PROJECT: New Administration Offices for Hidalgo County Pct. 2 & Other County Offices Pharr, Texas

REMARKS:

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: Martha Salazar 318-2629

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242
~~(956) 686-7916 Fax***~~

***Please note that our fax machine is not working for receipt of faxes. In lieu of faxing, we ask that you send information via e-mail to: **v-aarchitecture@att.net.**

Create PDF files without this message by purchasing novaPDF printer (http://www.novapdf.com)

V·A Architecture

September 24, 2009

Héctor "Tito" Palacios, Commissioner
Hidalgo County Pct. 2
301 E. State Street
Pharr, Texas 78577

RE: New Administration Offices for Hidalgo County Pct. 2 & Other County Offices
Pharr, Texas

Commissioner Palacios:

Pursuant to our conversation on September 9, 2009 with Marty Salazar, Hidalgo County Purchasing Agent, it is our understanding that the apparent low bidder's proposal has been deemed a non-responsive bid due to the insufficient amount of the bid bond. CRC Design Consultants's bid bond was for 5% of amount bid but it also identified an amount not to exceed $204,000.00 CRC's greatest amount bid totaled $4,467,000.00 . Five percent of this amount is $223,350.00; thus, this results in a shortfall of $19,350.00.

Based on this information, we are revising the bid tabulation is as follows:

Contractor	Base Bid	Alt#1	Alt#2	Alt#3	Alt#4	Total
D. Wilson Construction Co.	$3,896,000.00	$218,100.00	$92,000.00	$220,000.00	$66,000.00	$4,492,100.00
Enriquez Enterprises	$3,850,000.00	$504,700.00	$94,800.00	$235,000.00	$93,900.00	$4,778,400.00
JDS Construction Co., Inc.	$4,040,000.00	$490,900.00	$92,200.00	$228,600.00	$156,800.00	$5,008,500.00
Journeyman Construction, Inc.	$3,985,000.00	$460,000.00	$70,000.00	$210,000.00	$763,000.00	$5,488,000.00
Rio Valley Construction, Inc.	$4,420,000.00	$600,000.00	NO BID	NO BID	$1.00	
Texas Descon, L.P.	$3,993,000.00	$486,000.00	$85,000.00	$131,600.00	$287,000.00	$4,982,600.00

Therefore, contingent on the funding available, the County may choose to award this project in one of the following scenarios:

Items to Award	Lowest Responsive Bidder	Amount of Award
Base Bid	Enríquez Enterprises	$3,850,000.00
Base Bid+Alternate #1	D. Wilson Construction Co.	$4,114,100.00
Base Bid + Alternate #1, & #2	D. Wilson Construction Co.	$4,206,100.00
Base Bid + Alternate #1, #2, & #3	D. Wilson Construction Co.	$4,426,100.00
Base Bid + Alternate #1, #2, #3, & #4	D. Wilson Construction Co.	$4,492,100.00
Base Bid + Alt #4 (Initial Recommendation)	Enríquez Enterprises	$3,943,900.00

Should you have any questions, please phone our office.

Sincerely,

Tomás René Canul

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

Create PDF files without this message by purchasing novaPDF printer (http://www.novapdf.com)

New Pct. 2 Administration Offices for Hidalgo County & Other County Offices

Pharr, Texas

Bid Date: 9/2/2009 4:00:00 PM

Contractor	Base Bid	Alternates				Days	Bid Bond	Forms								Addenda	
		#1 Exterior Outdoor Solar Lighting	#2 Grid-Tie Wind Turbine Generator System	#3 Grid-Tie Photovoltaic & Inverter System	#4 Isolated Concrete Forms			Legal Notice (p.8)	Bidder/Vendor Appl.	Insurance Req.Ackn.	Proj.Req.Acknowledgment	HUB Declaration	Certification Re.Debarment.	Form W-9	E-Proposer's Affidavit...	#1	#2
CRC Design Consultants 200 S. 10th Street, McAllen, TX 78501 (956) 451-3274	**$3,789,000.00**	$390,000.00	$79,000.00	$219,000.00	($10,000.00)	296	☑ $204,000.00	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑
D. Wilson Construction Co. 1209 E. Pecan, McAllen, TX 78501 (956) 686-9573	**$3,896,000.00**	$218,100.00	$92,000.00	$220,000.00	$66,000.00	296	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑
Enriquez Enterprises PO Box 2999, Edinburg, TX 78540 (956) 259-8005	**$3,850,000.00**	$504,700.00	$94,800.00	$235,000.00	$93,900.00	296	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑
JDS Construction Co., Inc. P.O. Box 355, Weslaco, TX 78596 (956) 447-8041	**$4,040,000.00**	$490,900.00	$92,200.00	$228,600.00	$156,800.00	296	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑
Journeyman Construction, Inc. 7701 N. Lamar, Ste. 100, Austin, TX 78752 (512) 247-7000	**$3,985,000.00**	$460,000.00	$70,000.00	$210,000.00	$763,000.00	296	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑
Rio Valley Construction, Inc. 4124 N. Taylor Rd., McAllen, TX 78504 (956) 687-1972	**$4,420,000.00**	$600,000.00	No Bid	No Bid	$1.00	296	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑
Texas Descon, L.P. PO Box 3547, McAllen, TX 78502 (956) 682-1225	**$3,993,000.00**	$486,000.00	$85,000.00	$131,600.00	$287,000.00	296	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑

V·A Architecture
2029 Industrial Drive, McAllen, Texas 78504 (956) 631-2242

Create PDF files without this message by purchasing novaPDF printer (http://www.novapdf.com)

Create PDF files without this message by purchasing novaPDF printer (http://www.novapdf.com)

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1332 CERT OF OBLIG,SERIES 2002							
9-1332-415-15-122-042-0-720	CO,2002-PCT2-TAX OFFICE-BUILDINGS	531,455.13	.00	.00	.00	531,455.13	.00
1332 CERT OF OBLIG,SERIES 2002		**531,455.13**	**.00**	**.00**	**.00**	**531,455.13**	**.00**
1334 CERT OF OBLIG,SERIES 2004							
9-1334-415-15-122-042-0-720	CO,2004-PCT2-TAX OFFICE-BUILDINGS	265,305.99	14,343.39	61,747.76	61,747.76	189,214.84	28.68
9-1334-431-00-122-021-0-720	CO,2004-PCT2-BUILDINGS	876,115.95	83,869.49	61,021.62	61,021.62	731,224.84	16.54
9-1334-441-00-122-041-0-720	CO,2004-PCT2-WIC/HHS-BUILDINGS	1,916,380.86	55,836.30	131,125.21	131,125.21	1,729,419.35	9.76
1334 CERT OF OBLIG,SERIES 2004		**3,057,802.80**	**154,049.18**	**253,894.59**	**253,894.59**	**2,649,859.03**	**13.34**
1336 CERT OF OBLIG,SERIES 2006							
9-1336-412-00-122-043-0-720	CO,2006-PCT2-JP/CONSTABLES-BUILDINGS	1,400,000.00	20,032.70	80,104.03	80,104.03	1,299,863.27	7.15
1336 CERT OF OBLIG,SERIES 2006		**1,400,000.00**	**20,032.70**	**80,104.03**	**80,104.03**	**1,299,863.27**	**7.15**
9 YEAR		**4,989,257.93**	**174,081.88**	**333,998.62**	**333,998.62**	**4,481,177.43**	**10.18**

AI-17706 **24.A.8.**

CMS Mandatory Insurer Reporting (New Claims Management Requirement)
CC REGULAR

Date:	09/29/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

As requested through Health Benefits Director, approval of a modification/amendment to the current Hidalgo County Third Party Administrator (Excess Worker's Compensation) contract with "TriStar Risk Management" as they are in possession of the information to act as the "Reporting Agent" for "CMS Mandatory Insurer Reporting (MIR) directives per Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007", required by Employers for reporting liability insurance including self-insurance, no-fault insurance and workers' compensation, with a per claim fee of $7.85 (based on an estimated 400+ claims annually).

BACKGROUND

This is a new claims management requirement for employers to report liability insurance and workers' compensation. Hidalgo County needs to comply with this new rule and register by September 30, 2009.

A projection cost for this additional services pursuant to analyzing Hidalgo County's current claim history will not cost the County over $3,000.00 yearly. Estimate includes worker's compensation claims and general liability.

Tri-Star as Hidalgo County's current TPA currently holds all pertinent claims history for such additional services in connection to the directives of Section 111 of the CMS Mandatory Insurer Reporting.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-2202-419-50-115-066-0-350

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

BUDGETARY IMPACT:

$105,000.00 available funding as of 09/25/09. rc

Attachments

Link: SECTION 111

Link: Correspondence

Link: TriStar's Agreement

Link: Confirmation Correspondence

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/24/2009 04:59 PM	APRV
2	Budget & Management	Erika Zamora	09/25/2009 08:14 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/25/2009 02:32 PM	APRV
4	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Vangie Garcia Started On: 09/24/2009 09:37 AM

Final Approval Date: 09/25/2009

TRISTAR
RISK MANAGEMENT

Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007

Important Information about the Registration Process

The Registration needs to be done in multiple stages as follows:

Each Responsible Reporting Entity (RRE) needs to name an "Authorized Representative" and an "Account Manager" from their organization (these must be two separate people). The Authorized Representative must be someone who has legal authority to bind the RRE's organization to a contract. The Account Manager will control the reporting process and can invite TRISTAR to register as an Account Designee and name TRISTAR as the Reporting Agent.

Detailed definitions of the parties noted above can be found in the attached PDF document entitled "Help – How to Get Started on Section 111 COB Secure Web Site"

To Register:
A representative from the RRE must go to www.Section111.com.hhs.gov and click on "New Registration". Information about the Authorized Representative will be collected during this step in the process.
Information needed is:

- Tax ID Number for the RRE
- Company Name and Address
- Company Authorized Representative's contact information
- National Association of Insurance Commissioner (NAIC) Codes
- Reporter Type (Liability/No-Fault/Workers' Compensation)
- Names, Tax ID Numbers, NAIC Codes for subsidiary companies

Once this portion of the registration is complete the COBC (Coordination of Benefits Contractor) will send a letter to the Authorized Representative with a personal identification number and RRE ID. The Authorized Representative must give this information to the Account Manager to complete the registration process.

The Account Manager will go to www.Section111.com.hhs.gov and click on Step 2 – Account Set Up.

The Account Manager will be asked to create a Login ID and Password and provide additional personal information such as name, job title, phone, etc.

If TRISTAR is going to be your Reporting Agent, the Account Manager will need to provide the following information:

Agent Name:	TRISTAR Risk Management
Agent Address:	100 Oceangate, Suite 700, Long Beach, CA 90802
Agent Email:	schip.support@tristargroup.net
Agent Tax ID:	95-2791831

TRISTAR will be transmitting data using the SFTP method as defined in the regulations.

Please note: TRISTAR can only be the Reporting Agent for claims we administer in our VOS Portal System. A separate RRE ID will need to be created for other lines of business not administered by TRISTAR and/or not in TRISTAR's claims operating system.

Once the Account Manager has completed the registration process and a login has been obtained, they may invite TRISTAR to register as the Account Designee. A profile report will be sent to the Authorized Representative for review and signature. Upon receipt of the signed profile report, the COBC will notify the Account Manager when testing can begin.

The email address noted above - schip.support@tristargroup.net has been set up specifically for SCHIP communications. Emails will be received by the entire implementation team to ensure that questions do not go unanswered in the absence of any one individual.

8 Registration and Account Setup

8.1 Overview

The registration process requires RREs to provide notification to the COBC of their intent to report data to comply with the requirements of Section 111 of the MMSEA. Registration *by the RRE* is required and must be completed before testing between the RRE (or its agent) and the COBC can begin. Through the registration process, the COBC will obtain the information needed to:

- Validate information provided by the RRE registrant
- Assign a Section 111 Reporter ID to each RRE
- Develop a Section 111 reporting profile for each entity including estimates of the volume and type of data to be exchanged for planning purposes
- Assign a production live date and ongoing file submission timeframe to each entity
- Establish the necessary file transfer mechanisms
- Assign a COBC Electronic Data Interchange Representative (EDI Rep) to each entity to assist with ongoing communication and data exchange and
- Assign Login IDs to individual users associated with each RRE account.

Section 111 Liability, No-Fault and Workers' Compensation RREs will register on the COB Secure Web site (COBSW) from May 1, 2009 through June 30, 2009 using a new, interactive, Web portal designed for this purpose. The website URL will be www.Section111.cms.hhs.gov. The website is not yet available but you may review the requirements for registration at www.cms.hhs.gov/MandatoryInsRep/Downloads/RegistrationOverview.pdf.

NOTE: Entities who are RREs for purposes of the Section 111 liability insurance (including self-insurance), no-fault insurance, or workers' compensation are not required to register if they will have nothing to report. For example, if an entity is self-insured (as defined by CMS) solely for the deductible portion of a liability insurance policy but it always pays any such deductible to its insurer, who then pays the claim, it may not have anything to report. However, those who do not register initially because they have no expectation of having claims to report, **must** register in time to allow a full quarter for testing if they have future situations where they have a reasonable expectation of having to report.

8.2 Registration and Account Setup Process

Section 111 registration and account setup is a five step process.

Step 1: Identify an Authorized Representative, Account Manager and other COBSW Users

Each RRE must assign or name an Authorized Representative. This is the individual in the RRE organization who has the legal authority to bind the organization to a contract and the terms of MMSEA Section 111 requirements and processing. The Authorized Representative has ultimate accountability for the RRE's compliance with Section 111 reporting requirements.

The Authorized Representative:

- Cannot be a user of the COBSW.
- Cannot be an agent of the RRE.
- May perform the initial registration on the COBSW, but will not be provided with a Login ID.
- Will designate the Account Manager.
- Must approve the account setup, by physically signing the profile report including the Data Use Agreement, and returning it to the COBC.
- Will be the recipient of COBC notifications related to non-compliance with Section 111 reporting requirements.

Each RRE must assign or name an Account Manager. Each RRE ID can have only one Account Manager. This is the individual who controls the administration of an RRE's account and manages the overall reporting process. The Account Manager may be an RRE employee or agent. The Account Manager may choose to manage the entire account and data file exchange, or may invite other company employees or data processing agents to assist.

The Account Manager:

- Must register on the COBSW, obtain a Login ID and complete the account setup tasks.
- Can be associated with another reporting entity (RRE ID) if they receive the authorized PIN from the COBC mailing. This would occur when a reporting entity has multiple subsidiaries who will report separately for MMSEA Section 111 or when the entity chooses to name an agent as its Account Manager.
- Can invite other users to register on the COBSW and function as Account Designees.
- Can manage the RRE's profile including selection of a file transfer method.
- Can upload and download files to the COBSW if the RRE has specified HTTPS as the file transfer method.
- Can use his/her Login ID and Password to transmit files if the RRE has specified SFTP as the file transfer method.
- Can review file transmission history.

- Can review file-processing status and file statistics.
- Can remove an Account Designee's association to an account.
- Can change account contact information (e.g. address, phone, etc.)
- Can change his/her personal information.
- Cannot be an Authorized Representative or Account Designee for the same RRE ID.

At the RRE's discretion, the Account Manager may designate other individuals to register as users of the COBSW associated with the RRE's account known as Account Designees. Account Designees assist the Account Manager with the reporting process. Account Designees may be RRE employees or agents. There is no limit to the number of Account Designees associated with one RRE ID.

The Account Designee:

- Must register on the COBSW and obtain a Login ID.
- Can be associated with multiple RRE accounts, but only by an Account Manager invitation for each RRE ID.
- Can upload and download files to the COBSW if the RRE has specified HTTPS as the file transfer method.
- Can use his/her Login ID and Password to transmit files if the RRE has specified SFTP as the file transfer method.
- Can review file transmission history.
- Can review file-processing statuses and file statistics.
- Can change his/her personal information.
- Cannot be an Authorized Representative or Account Manager for the same RRE ID.
- Cannot invite other users to the account.
- Cannot update RRE account information.

Note: Each user of the Section 111 application on the COBSW will have only one Login ID and password. With that Login ID and password, you may be associated with multiple RRE IDs (RRE accounts). With one Login ID, you may be an Account Manager for one RRE ID and an Account Designee for another. In other words, the role you play on the COBSW is by RRE ID.

Step 2: Determine Reporting Structure

Before beginning the registration process, an RRE must also determine how the RRE will submit its Section 111 files to the COBC and how many Section 111 Reporter IDs (RRE IDs) will be needed. Only one Claim Input File may be submitted on a quarterly basis for each RRE ID. Due to corporate organization, claim system structures and agents that may be used for file submission, you may want to submit more than one Claim Input File to the COBC on a quarterly basis and therefore will need more than one RRE ID in order to do so.

For example, if an RRE will use one agent to submit workers' compensation claims and another agent to submit liability and no-fault claims, the RRE must register on the COBSW twice to obtain two RRE IDs that will be used by each agent respectively. You

may name the same Authorized Representative and Account Manager for both accounts or use different individuals. Likewise, if you have two or more subsidiary companies that process workers' compensation claims using different claims systems and you will not combine the claim files for Section 111 reporting, you must register for each claim file submission to obtain separate RRE IDs in order to submit multiple claim files in one quarter.

You may **not** set up a separate RRE ID for submission of the Query Input File only. You **must** submit a quarterly Claim Input File for every RRE ID you establish.

Step 3: RRE Registration on the COBSW

A company representative for the RRE must go to the Section 111 COBSW URL (www.Section111.cms.hhs.gov), click on the "New Registration" button, complete and submit the registration for the RRE. This step must be completed by the RRE, not an agent for the RRE.

The application will require that you submit:

- A Federal Tax Identification Number (TIN) for the RRE
- Company name and address
- Company authorized representative contact information including name, job title, address, phone and e-mail address
- National Association of Insurance Commissioners (NAIC) company codes, if applicable
- Reporter Type - Select the Liability Insurance (Including Self-Insurance)/No-Fault Insurance/Worker's Compensation option **not** GHP
- Subsidiary company information to be included in the file submission for the registration.

When a registration application is submitted, the information provided will be validated by the COBC. Once this is completed, the COBC will send a letter via the US Postal Service to the named Authorized Representative with a personal identification number (PIN) and the COBC-assigned RRE ID (Section 111 Reporter ID) associated with the registration.

The Authorized Representative must give this PIN and RRE ID to their Account Manager to use to complete the account setup step.

If you need more than one RRE ID for Section 111 reporting, this step must be repeated for each.

Step 4: RRE Account Setup on the COBSW – Account Manager

In order to perform the RRE account setup tasks, the RRE's Account Manager, on or after May 1, 2009, must go to the Section 111 COBSW URL (www.Section111.cms.hhs.gov) with the PIN and RRE ID and click on the "Account Setup" button.

The Account Manager will:

- Enter the RRE ID and associated PIN
- Enter personal information including name, job title, address, phone and e-mail address
- Create a Login ID for the COBSW
- Enter account information related to expected volume of data to be exchanged under this RRE ID (estimated number of annual paid claims for the lines of business that will be reported under the RRE ID)
- Enter reporting agent name, address, contact e-mail and TIN
- Select a file transmission method
- Provide file transmission information needed if the Connect:Direct transmission method is selected. See the later section on the Connect:Direct method to see what will be collected. ***You must have complete file transmission information available if the Connect:Direct method is selected or this step cannot be completed and all the other data you provided will be lost.***

Once the Account Manager has successfully obtained a COBSW Login ID, he/she may log into the application and invite Account Designees to register for Login IDs. In addition, after completing account setup for his/her first RRE ID, since only one Login ID is required per user, the Account Manager will bypass the steps for creating another Login ID and password when setting up subsequent RRE IDs.

Step 5: Return Signed RRE Profile Report – Authorized Representative

Once account setup has been completed on the COBSW (including file transmission details for Connect:Direct if that method is selected) and processed by the COBC, a profile report will be sent to the RRE's Authorized Representative via e-mail.

The Profile Report contains:

- A summary of the information you provided on your registration and account setup
- Important information you will need for your data file transmission
- Your RRE ID that you will need to include on all files transmitted to the COBC
- Your assigned production live date and ongoing quarterly file submission timeframe for the MSP Input File
- Contact information for your COBC EDI Representative who will support you through testing, implementation and subsequent production reporting.

The RRE's authorized representative must review, sign and return the profile report to the COBC. At that point, you may begin testing your Section 111 files. The COBC will send an email to your Authorized Representative and Account Manager indicating that testing can begin.

Evangelina Garcia

From: Flora Vazquez [flora.vazquez@co.hidalgo.tx.us]
Sent: Friday, September 11, 2009 9:36 AM
To: Evangelina Garcia
Subject: Re: SCHIP

Good morning Vangie. I did some analyzing of our claim history and I forecast that this new method of reporting will not cost the county over
$ 3,000.00 yearly, at least with the current history. This estimate includes workers' comp. claims and general liability. Being that it's such a low expense to the county, I'm wondering if this would exempt this particular project from being bidded out???

-----Original Message-----
From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent 9/9/2009 2:04:48 PM
To: "'Flora Vazquez'" <flora.vazquez@co.hidalgo.tx.us>
Subject: RE: SCHIP

Thank you Flora. That way we can assist you with an accurate response.

From: Flora Vazquez [mailto:flora.vazquez@co.hidalgo.tx.us]
Sent: Wednesday, September 09, 2009 11:04 AM
To: Evangelina Garcia
Subject: Re: SCHIP

Well, it's gonna depend on the number of claims that are filed per day. Let me see if I can get an estimate so that we can proceed with this.
-----Original Message-----
From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent 9/8/2009 4:57:20 PM
To: "'Flora Vazquez'" <flora.vazquez@co.hidalgo.tx.us>
Subject: RE: SCHIP

Flora;
What do you think that the projection cost would be for this? Let me know so that I can proceed in letting Marty know.

Thanks.....

From: Flora Vazquez [mailto:flora.vazquez@co.hidalgo.tx.us]
Sent: Thursday, September 03, 2009 10:45 AM
To: darlene.betancourt@co.hidalgo.tx.us
Cc: valde.guerra@co.hidalgo.tx.us; evangelina.garcia@co.hidalgo.tx.us
Subject: Fw: SCHIP

I received this email from Delia Hernandez, Branch Manager @ Tristar Risk Management. This is in referance to the CMS' Mandatory Insurer Reporting (MIR) directives as per Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007.We need to comply with this new rule and register by Sept. 30, 2009. This is a new claims management requirement for employers to report liability insurance and workers' compensation. Tristar is our Carrier for both Workers Comp. and Liability insurances and are already set up to track and

maintain this data. For a minimum fee, they are willing to submit this data electronically on our behalf. I'm forwarding the information for your review. Please advise.

-----Original Message-----
From: "Delia Hernandez" <Delia.Hernandez@tristargroup.net>
Sent 9/2/2009 4:39:47 PM
To: flora.vazquez@co.hidalgo.tx.us
Subject: FW: SCHIP

Hi Flora,

It was nice talking to you earlier today, attached you will find information on how to get registered with CMS and the newsletters that have been sent out providing you with information on this subject matter.

In addition, I have also included the pricing information for your review. As discussed this information is not included in your contract therefore, if you would like for Tristar to submit this information to CMS electronically on behalf of Hidalgo County we will need the agreement signed and returned to us.

Please feel free to contact our QA department @ schip.support@tristargroup.net or at 562-495-6600 X 1015 and ask for Laurie Barraclough should you have any questions.

Thank you,

Delia Hernandez
Branch Manager
TRISTAR Risk Management
P.O. Box 461089
San Antonio, Texas 78246-1089
Office: 210-404-0400 Ext.2916
Fax: 210-404-0429
Delia.Hernandez@tristargroup.net

Please consider the environment before printing this e-mail.
This email and all files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. This message may contain confidential information and is intended only for the individual named. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

TRISTAR
RISK MANAGEMENT

May 4, 2009

Dear Valued Client,

The 5/1/09-6/30/09 registration period for CMS' Mandatory Insurer Reporting (MIR) directives per Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 (MMSEA) required by employers for reporting liability insurance (including self-insurance), no-fault insurance and workers' compensation has arrived. TRISTAR has been providing continuous updates to our clients through bulletins and letters so that you gain an understanding and are prepared for this new process. Copies of these bulletins and letters can be found on our website at www.tristarrisk.com.

The Section 111 reporting requires us to maintain and track data that had previously not been required in the normal course of claims management. As such, our I.T. Department has completed significant programming changes to our claims system and established a reporting interface to CMS (Centers for Medicare and Medicaid Services). TRISTAR is committed to maintaining compliance for our clients and we have deployed additional internal resources responsible for maintaining the integrity of the data and the CMS reporting process. We felt it was important to implement a reporting process that had minimal impact on our claims staff so that they are able to continue focusing on their top priority, managing your files.

Our internal implementation team will be ready to meet the MIR and MMSEA requirements to include:

- Monthly query to CMS to determine whether the injured party is a Medicare beneficiary. The query will include any claim that was in open or re-opened status on or after 1/1/09, and did not settle with future medicals closed prior to 7/1/09.
- Flag all claims determined to be Medicare eligible or Medicare recipients
- Track and submit information to CMS regarding Ongoing Responsibility for Medical Payments
- Track and submit information to CMS regarding Total Payment Obligation to the Claimant.
- Retain all data elements submitted to CMS.

To further support our clients, we have established an email address for direct access to our implementation team at SCHIP.Support@tristargroup.net.

Under our current contracts, we do not have the authority to act as your Reporting Agent. For our contractual purposes, all we require is for you to sign this letter below and return a copy for our files. The fee associated with the mandatory reporting will be a one time per claim fee of $7.85. The fee will be charged to each file required in the initial query to CMS of claims open or opened on or after 1/1/09. The fee will cover the query process and any and all subsequent reporting to CMS for the life of the

TRISTAR
RISK MANAGEMENT

claim and/or the duration of our relationship as your claims administrator. If you plan to use a Reporting Agent other than Tristar, or if you would like to arrange for an unallocated flat annual fee versus an allocated claim expense, please contact either Shana Barrowclough or Tom Veale as below:

Shana Barrowclough
Vice President, Claims Operations
shana.barrowclough@tristargroup.net
562-495-6600 Ext. 2158

Tom Veale
President
tom.veale@tristargroup.net
562-495-6600 Ext. 1043

Thank you for your assistance in this matter.

Sincerely,

Shana Barrowclough
TRISTAR Risk Management
100 Oceangate, Suite 700
Long Beach, Ca. 90802
Phone 562-495-6600 Ext. 2158
Fax 562-432-8619

I authorize TRISTAR to act as our reporting agent for the purposes of the MMSEA Section 111 reporting and to apply an allocated expense against each claim file as outlined in the above letter.

By:_____

Title:_____

Organization Name:_____

Date:_____

Signature: _____

Evangelina Garcia

From: Evangelina Garcia [evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, September 24, 2009 4:29 PM
To: 'Flora Vazquez'
Subject: RE: SCHIP

Flora,
Thank you for this information and I will relate it to Marty in order to proceed in attaching this correspondence as part of the agenda backup.

From: Flora Vazquez [mailto:flora.vazquez@co.hidalgo.tx.us]
Sent: Thursday, September 24, 2009 4:05 PM
To: evangelina.garcia@co.hidalgo.tx.us
Subject: Fw: SCHIP

-----Original Message-----
From: "Flora Vazquez" <flora.vazquez@co.hidalgo.tx.us>
Sent 9/24/2009 3:48:20 PM
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Subject: Re: SCHIP

Tristar Risk Management has committed, to their clients if agreed, to comply with the new mandatory reporting requirements for Section III of the Medicare, Medicaid and SCHIP Extension Act. They have assured me that they have internally implemented and established a programming system that interfaces with the Centers for Medicare and Medicaid Services, (CMS) for this new reporting process.

As our claims administrators, Tristar maintains and tracks the data through their course of claims management. Their current programming system will allow them to set up a query to extract the essential data from the claims operation system which will be transmitted to CMS.
I have attached copies of their correspondences as backup as well as the agreement.

-----Original Message-----
From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent 9/24/2009 2:29:05 PM
To: "'Flora Vazquez'" <flora.vazquez@co.hidalgo.tx.us>
Subject: FW: SCHIP

Flora;
I've placed an agenda item for Tuesday's Court for approval of your request. As per Marty, can you please send me confirmation that our current TPA Provider (TRISTAR) currently holds the pertinent information that will allow can allow them to be able to be the "Reporting Agent" on behalf of Hidalgo County in connection with the CMS Mandatory Insurer Reporting regarding the Section 111. All I need from you is in writing confirming that TRISTAR currently holds this information thus allowing to be able to provide the services accordingly. I need your confirmation as backup for the agenda, so if you can please respond as soon as possible so that Marty can forward the agenda and be able to meet the deadline. Thanks.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Friday, September 11, 2009 9:52 AM

AI-17679 **24.B.1.**

Pct 4 - WA#3 - Drainage Improvement Project - C-08-433-11-04 - Quintanilla, Headley & Associates, Inc.

CC REGULAR

Date:	09/29/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Requesting approval of WA #3 in the amount of $17,500.00 from Quintanilla, Headley & Associates, Inc. in connection to surveying services for: "Paved/Un-Paved County Roads Projects" (on an as needed basis) for Pct. #4, Contract No. C-08-433-11-04 for: San Carlos Drainage Imp. Projects - Trenton Drain (from Alamo Road to existing Drain Ditch East of Tower Road).

BACKGROUND

Work Authorizatio No. 3-QHA-C-08-433-11-04-Trenton Drain (San Carlos Imprv. Proj.)

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-124-072-0-711

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

BUDGETARY IMPACT:

Funding pending approval of an interdepartmental transfer for $ 17,500.00 (AI#17656 9-29-09).

Attachments

Link: WA#3-QHA-C-08-433-11-04

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/24/2009 12:01 PM	APRV
2	Budget & Management	Erika Zamora	09/24/2009 01:40 PM	APRV
3	Manuel Chapa	Manuel Chapa	09/24/2009 04:26 PM	APRV
4	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Letty Saenz Started On: 09/23/2009 03:14 PM

Final Approval Date: 09/25/2009

HIDALGO COUNTY

Professional Surveying Services
Contract # C-08-433-11-04
Work Authorization Form

WORK AUTHORIZATION No. 3

THIS WORK AUTHORIZATION No. 3 is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Quintanilla, Headley and Associates, Inc.**, professional surveyor of Edinburg, Texas, hereinafter called **"Surveyor".**

PART 1. SCOPE OF WORK

The purpose of this **Work Authorization No. 3** is for the **Surveyor** to provide surveying for: **"San Carlos Drainage Improvements Project" - Trenton Drain (From Alamo Road to existing drain ditch east of Tower Road)**

The scope of services to be provided by the **Surveyor** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Surveyor*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this **Work Authorization No. 3** is **$17,500.00.** This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "E".**

PART 3. PAYMENT

Compensation and payment to the Surveyor for the services established under this **Work Authorization No. 3** shall be made in accordance with Article/Part/**Section** 4 of the Agreement.

PART 4. FUNDING

This **Work Authorization No.** 3 shall be funded through funding source:
Account No. **9-1339-431-00-124-072-0-711**
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This **Work Authorization No. 3** shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of the scopes of work.**

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. 4, Commissioner Oscar L. Garza, Jr.** as to content and detail of this **Work Authorization No. 3.**

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 4

BY: _____
Oscar L. Garza, Jr., County Commissioner

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 _____, **2009.**

THE SURVEYOR:
Quintanilla, Headley and Associates, Inc.

_____
By: Alfonso Quintanilla, P.E., R.P.L.S.

THE OWNER:
Hidalgo County

_____
By: Juan D. Salinas, III, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be provided by the Surveyor
ATTACHMENT "B" - Service to be provided by the Owner
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Surveyor's Hourly Rates
ATTACHMENT "E" - Cost Proposal (Fee Breakdown)

EXHIBIT "A"

Hidalgo County Precinct No. 4
Paved/Unpaved County Road Surveying
Contract No. C-08-433-11-04
Work Authorization No. 3

San Carlos Drainage Improvements Project: Trenton Drain (from Alamo Road to existing Drain Ditch East of Tower Road)

Scope of services to be provided by the Surveyor

1. Control surveying.

2. Topographic surveying to locate all structures, driveways, roadways, fences, trees, road ditch elevations, pavement elevations, ground elevations, cross sections, irrigation lines, drain lines, power poles, gas pipelines, existing drain ditch flow line and cross section, telephone lines, underground cables.

EXHIBIT "B"

Hidalgo County Precinct No. 4
Paved/Unpaved County Roads Surveying
Contract No. C-08-433-11-04

Work Authorization No. 3

San Carlos Drainage Improvements Project: Trenton Drain (from Alamo Road to existing Drain Ditch East of Tower Road)

Scope of services to be provided by the Owner

GENERAL

The Owner will provide the following:

(1) Authorization to begin work.
(2) Payment for work performed by the **Surveyor**.
(3) Provide any available relevant data on file concerning the project.

EXHIBIT "C"

Work Schedule

Hidalgo County Precinct No. 4
Paved/Unpaved County Roads Surveying
Contract No. C-08-433-11-04

Work Authorization No. 3

San Carlos Drainage Improvements Project: Trenton Drain (from Alamo Road to existing Drain Ditch East of Tower Road)

The Surveyor shall provide the deliverables for this work authorization 20 days after the notice to proceed.

EXHIBIT "D"

Surveyor's Hourly Rates

Hidalgo County Precinct No. 4
Paved/Unpaved County Roads Surveying
Contract No. C-08-433-11-04

Work Authorization No. 3

San Carlos Drainage Improvements: Trenton Drain (from Alamo Road to existing drain ditch east of Tower Road)

A. Registered Professional Land Surveyor	$ 150.00
B. Three Man Survey Crew	$ 125.00
C. Computer Technician	$ 85.00
D. Administrative	$ 60.00
E. Research	$ 50.00

EXHIBIT "E"

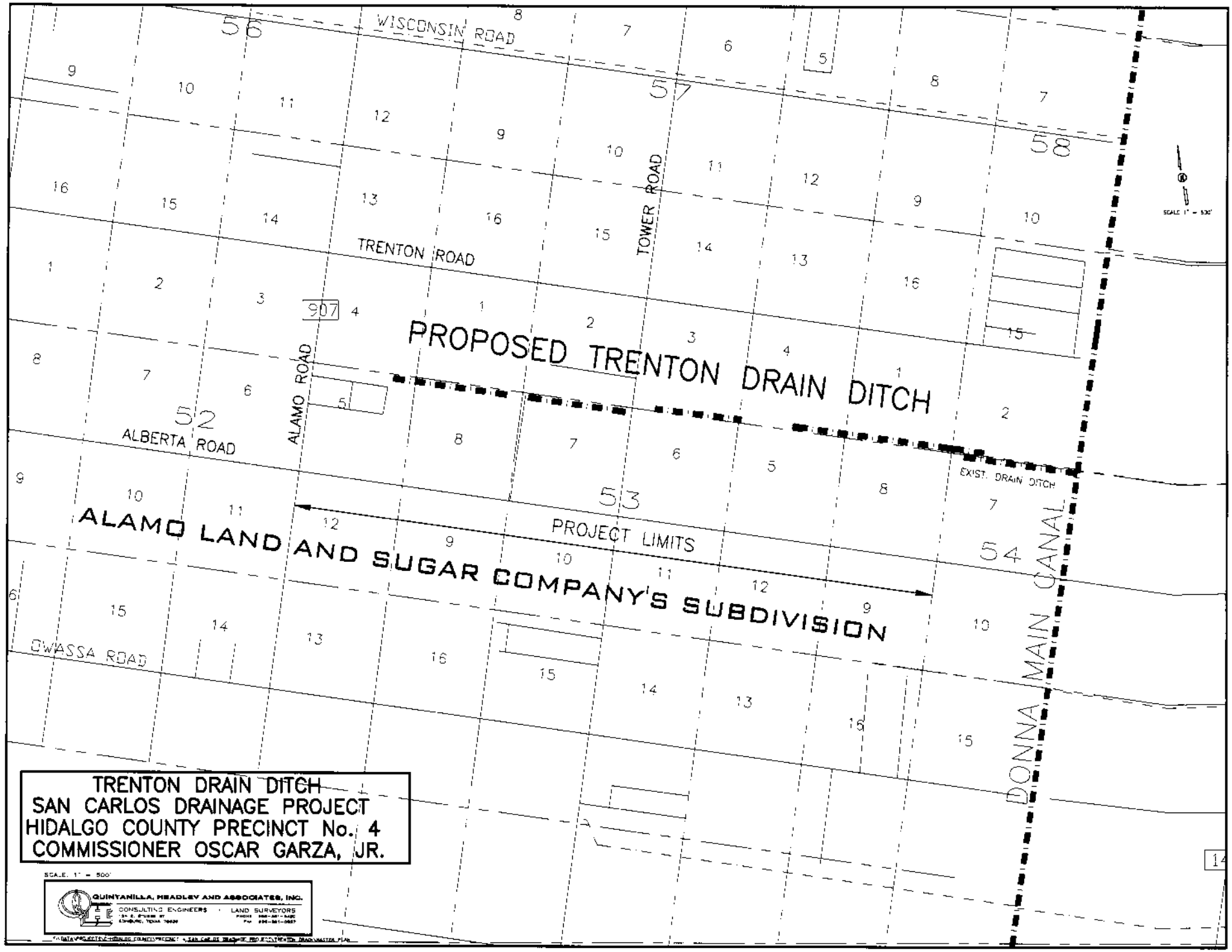
Hidalgo County Precinct No.4
Paved/Unpaved Roads Surveying
Contract No. C-08-433-11-04

Work Authorization No. 3

Cost Proposal
Fee Breakdown

San Carlos Drainage Improvements Project: Trenton Drain (from Alamo Road to existing Drain Ditch East of Tower Road)

Total Fee = $ 17,500.00


WISCONSIN ROAD
TRENTON ROAD
TOWER ROAD
ALAMO ROAD
ALBERTA ROAD
OWASSA ROAD
PROPOSED TRENTON DRAIN DITCH
EXIST. DRAIN DITCH
PROJECT LIMITS
ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION
DONNA MAIN CANAL
56
57
58
52
53
54
907
TRENTON DRAIN DITCH
SAN CARLOS DRAINAGE PROJECT
HIDALGO COUNTY PRECINCT No. 4
COMMISSIONER OSCAR GARZA, JR.
SCALE: 1" = 500'
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
LAND SURVEYORS

AI-17725 **24.B.2.**

Pct 1-Interlocal Agrmnt-Hidalgo&CameronCounties Irr.Dist #9(Irrigation of Land)SunsetPrkCampacuas Blk 99 Lt 15

CC REGULAR

Date:	09/29/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Approval of an Interlocal Agreement between Hidalgo and Cameron Irrigation District No. 9 and Hidalgo County for the purchase and delivery of water to the extent surplus water available to District for Irrigation of land described as Sunset Park-Campacuas Block 99 Lot 15 located in Precinct #1 including the proration of the Agreement from 10/01/2009 through 12/31/2009 @ ($767.97) and thereafter for a one (1) year term commensing 01/01/2010 and expiring on 12/31/2010 ($ 3,071.86) with authority for County Judge or Court Member to execute applicable document(s).

BACKGROUND

Interlocal Agreement-Hidalgo and Cameron Counties Irrigation Dist No. 9
Has not been reviewed by legal counsel.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1211-452-00-121-013-0-411

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

BUDGETARY IMPACT:

Available Balance as of 9-25-09 $8,785.89. Annual charge in accordance with agreement is $3,071.00, beginning on Jan. 1, 2010 thru Dec. 31, 2010. Prorated annual charge for 2009 is $767.97 from Oct. 1-Dec. 31, 2009.

Attachments

Link: Interlocal Agrmnt-Hidalgo&CameronCounties Irr.Dist #9

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/25/2009 03:36 PM	APRV
2	Budget & Management	Erika Zamora	09/25/2009 03:51 PM	APRV
3	Ivan Cantu	Ivan Cantu	09/25/2009 04:10 PM	APRV
4	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Letty Saenz Started On: 09/25/2009 01:26 PM

Final Approval Date: 09/25/2009

Richard Vos, Secretary
Kirk Schwarz, Assistant Secretary

Bobby Sparks, President

Barry Dickerson, Vice President
Jack Harbison, Director

Hidalgo and Cameron Counties Irrigation District No. 9

General Office

(956) 565-2411
(956) 565-0521 Fax

E-Mail
hccid9@hotmail.com

FRANK WHITE
General Manager

JUDY BEALL
Tax Assessor-Collector

P O Box 237 - 301 E 2nd Street
Mercedes, Texas 78570

September 21, 2009

Hidalgo County Precinct #1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Your request for irrigation water has been approved for 16 acre feet of water at the following location:

Sunset Park
Campacuas Block 99 lot 15

Account # C0700-00-099-0015-01

The annual charge is $3,071.86 beginning with the 2010 billing (billing will occur December 2009). If you wish to use the water immediately, the 2009 year can be prorated for Oct-Dec 2009 in the amount Of $767.97 and will be due immediately.

Enclosed please find a Lawn Contract which must be signed and returned to our office.
8 waterings are allowed per year upon request at our office in the form of a water card.

Thank you,

Judy Beall

Judy Beall
Office Manager

№ 0491

THE STATE OF TEXAS, } WATER DELIVERY CONTRACT

COUNTY OF HIDALGO. } TO LANDS OUTSIDE DISTRICT

THIS CONTRACT between Hidalgo and Cameron Counties Irrigation District No. 9, a political subdivision of the State of Texas, hereinafter called District, and HIDALGO COUNTY as Owner and as Tenant, hereinafter called "Purchaser," who owns the hereinafter described land, desires to irrigate the same through the facilities of District, with surplus water available to District.

WITNESSETH:

1. District agrees to deliver to Purchaser water to the extent surplus water is available to District for irrigation of land described as follows:

SUNSET PARK CAMPACUAS BLOCK 99 LOT 15 ACCOUNT# C0700-00-099-0015-01

2009 PRORATED $767.97 OCT.-DEC.

for a term of one year beginning January 1, ~~19~~ 2010 Jab; and ending December 31, ~~19~~ 2010 Jab for an annual charge of $ 3,071.86 paid in advance, upon request of Purchaser accompanied with payment of a water charge of $_____ per acre for the land to be irrigated. This contract may be continued for succeeding years by Purchaser tendering the annual charge to District on or before January 31 of each succeeding year, and acceptance of such payment by the Board of Directors of the District.

2. Other conditions of this agreement are that: (a) there shall be no liability on District because of charges in court orders, or in any orders, rules and regulations of any succeeding administrative agency, which may change the right, power, authority, or rules under which District may deliver surplus water to Purchaser; (b) there shall be no more than eight (8) irrigations per calender year (Jan. thru Dec.), deliveries of water shall be made under general supervision of District's ditch riders, and only at times when water is available in the canal or pipelines serving the land of Purchaser because of other agricultural uses inside the District, and District will not be required to make special deliveries of water solely for the uses herein involved; (c) this contract shall terminate upon order of the Board of Directors of District, or the TEXAS WATER RIGHTS COMMISSION or other governmental authority having power to do so; and (d) should District's surplus water be inadequate to serve fully the demands of all holders of surplus water contracts, the District shall have the option to prorate the available surplus water among such contract holders. District reserves the right to enter the property for the purpose of disconnecting the line in the event service is terminated. _____(initials)

EXECUTED this _____ day of _____, 19____

ATTEST:

_____
Secretary

HIDALGO AND CAMERON COUNTIES
IRRIGATION DISTRICT NO. 9

BY: _____
President

_____
Purchaser

_____
COUNTY JUDGE

_____
COUNTY CLERK

NAME & ADDRESS:

_____

_____

_____

_____

PHONE _____

APPROVED AS TO FORM

_____

WP2480

AI-17719 **24.C.1.**

Pct 4 - Approval of Construction Contract - Monte Cristo Drain Culvert Crossings (San Carlos Drainage Imprv. Proj.)

CC REGULAR

Date:	09/29/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 4

Information

CAPTION

Approval of final construction contract (awarded by CC on 09-08-09) for C-09-336-09-08-"Monte Cristo Drain Culvert Crossing Precinct No. 4 (San Carlos Drainage Improvement Project)" between Hidalgo County and O.G. Construction Co., LLC in the amount of $34,330.00 - project engineer: Quintanilla, Headley & Associates, Inc.

BACKGROUND

NOTE: Only two (2) pages of contract (include contract #, awarded vendor name, amount) are provided as back up, due to entire contract being too lengthy. Auditor's department is provided with one (1) fully executed original contract. Project Engineer: Quintanilla, Headley & Associates, Inc.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-124-049-0-733

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

BUDGETARY IMPACT:

Funding available as of 9-25-09.

Attachments

Link: Construction Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/25/2009 11:18 AM	APRV
2	Budget & Management	Erika Zamora	09/25/2009 02:23 PM	APRV
3	Manuel Chapa	Manuel Chapa	09/25/2009 02:44 PM	APRV
4	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Letty Saenz Started On: 09/24/2009 04:39 PM

Final Approval Date: 09/25/2009

CONTRACT
CONSTRUCTION

This Agreement, entered into this **8th** day of **September**, **2009** by and between **Hidalgo County Precinct No. 4** (hereinafter called the "OWNER", acting herein through its **County Judge, Juan D. Salinas, III**, and **O.G. Construction Co., LLC** , (a corporation) of **Edinburg** , Texas, County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

HIDALGO COUNTY PRECINCT NO.4- "MONTE CRISTO DRAIN CULVERT CROSSING PCT. #4 SAN CARLOS DRAINAGE IMPROVEMENT PROJECT

hereinafter called the project, for the sum of **($ 34,330.00) Thirty four thousand three hundred thirty dollars and no cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Quintanilla, Headley and Associates, Inc.**, entitled the Architect/Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **30** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$ 250.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

Contractor: _____
Omar F. Garcia

Name of Firm: O.G. Construction Co., LLC

Address: 222 W. University Dr. Edinburg, TX 78539

Fed. I.D. #/S.S. #: 47-0944347

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the 16th day of September, 2009,

by Managing Member (title) of and on behalf of O.G. Construction Co., LLC (a corporation)

ERNESTINA CANTU
MY COMMISSION EXPIRES
February 21, 2010

_____
Notary Public - Signature

ATTEST:

_____
Arturo Guajardo, Jr.
County Clerk

COUNTY OF HIDALGO

_____
Juan D. Salinas, III
County Judge

Approved as to Form:
Atlas & Hall, L.L.P.

By: _____

PROPOSAL

To: County of Hidalgo
2812 S.Business Hwy 281
Edinburg, Texas

Project: Hidalgo County Precinct No. 4 – Monte Cristo Drain Culvert Crossing Pct. #4 San Carlos Drainage Improvement Project"

Bid No. C-09-336-09-08

Pursuant to Advertisement for Bids and Notice to Bidders, the undersigned bidder hereby proposes to furnish the materials and equipment and to perform all the work for the described project in strict accordance with the plans, specifications, and addends. The Bidder binds himself upon acceptance of his proposal to execute a contract and bond according the accompanying forms, for performing and completing the said work within the time stated and maintaining same as required by the detailed specifications for the following prices, to wit;

Having become thorough familiar with the Contract Documents and the local conditions affecting the performance and cost of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby, proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed contract documents, all labor and materials, General Construction, Air Conditioning, Electrical and Plumbing for the following sum of money:

Item	Quantity	Unit	Description	Unit Cost	Total
I. Drainage Improvements					
1.	180	L.F.	24" Class IV R.C.P. Bore & Install	One Hundred Fifty dollars & no cents. ($150.00) Dollars & Cents	Twenty seven thousand dollars & no cents. ($27,000.00) Dollars & Cents
2.	40	L.F.	24" Class IV R.C.P.	Thirty two dollars & no cents ($32.00) Dollars & Cents	One thousand two hundred Eighty dollars and no cents. ($1,280.00) Dollars & Cents
3.	1	Ea.	24" Concrete Rip-Rap	One thousand two hundred Dollars and no cents. ($1,200.00) Dollars & Cents	One thousand two hundred dollars and no cents. ($1,200.00) Dollars & Cents
4.	1	Ea.	Tie Into Exist 24" R.C.P.	Three hundred fifty dollars & no cents ($350.00) Dollars & Cents	Three hundred fifty dollars & no cents. ($350.00) Dollars & Cents

5.	1	Ea.	Concrete Manhole	Four thousand dollars & no cents ($4,000.00) Dollars & Cents	Four thousand dollars & no cents ($4,000.00) Dollars & Cents
6.	40	LF	Trench Protection Required	Five dollars & no cents ($5.00) Dollars & Cents	Two hundred dollars & no cents ($200.00) Dollars & Cents
7.	1.	L.S.	Traffic Control	Three hundred dollars & No cents. ($300.00) Dollars & Cents	Three hundred dollars & no cents. ($300.00) Dollars & Cents

Total Bid: $ 34,330.00

In Words: Thirty four thousand three hundred thirty dollars and no cents.

The undersigned bidder agrees to furnish all materials as shown and specified with the plans and specifications.

The undersigned bidder agrees to complete the base proposal and any accepted alternates as specified in **30** calendar days.

The Owner shall have the right to accept or reject any or all Alternate Bid amounts.

Enclosed with the Proposal is a Cashier's Check or Certified check for 5% Bond ($_____) Dollars, which it is agreed shall be collect and retained by the Owner as liquidated damages, in the event this proposal is accepted by the Owner within the number of days stated in advertisement for the reception of bids and the undersigned fails to execute the contract and the required bond with the Owner, under these conditions, hereof, said check or bonds shall be returned to the undersigned upon demand.

O.G. Construction Co., LLC
Name of Firm

Signature

222 W. University Dr. Edinburg, TX 78539
Address

Bidder acknowledges recipt of the following addendum:

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas §
§
County of Hidalgo §

Omar F. Garcia, being first duly sworn, deposes and days that:

(1) He is Managing Member, of O.G. Construction, Co, LLC, the Bidder that has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid:

(3) Such bid in genuine and is not a collusive or sham Bid:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Managing Member
(Title)

Subscribed and sworn to before me this 16th day of September, 2009.

Ernestina Cantu

Secretary
(Title)

ERNESTINA CANTU
MY COMMISSION EXPIRES
February 21, 2010

My Commission expires 2-21-2010

BONDING AND INSURANCE REQUIREMENTS

a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "Bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will upon, acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part of the contractor for 100 percent of the contract price. A "Performance Bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "Payment Bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 09/22/09

PRODUCER South Side Insurance
P.O. Box 1526
McAllen, TX 78505
Phone (956)664-2246 Fax (956)664-2279

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 OG CONSTRUCTION CO., LLC
OG UTILITY GROUP LLC
222 W UNIVERSITY DRIVE
EDINBURG, TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: NORTHFIELD INS CO	A-IX
INSURER B: TEXAS MUTUAL INSURANCE CO	
INSURER C: SOUTHERN COUNTY MUTUAL	
INSURER D: GENERAL STAR INDEMNITY CO	
INSURER E:	
INSURER F:	

COVERAGES

THE POLICIES OF INSURANCE LISTED 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** ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☑ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	WS009269	05/12/09	05/12/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	1000000 100000 5000 1000000 2000000 2000000
C	☑	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☑ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON OWNED AUTOS ☐ _____ ☐	STC573441-01	06/26/09	06/26/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	1000000
	☐	**GARAGE LIABILITY** ☐ ANY AUTO ☐				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	
D	☑	**EXCESS/UMBRELLA LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $	CP09473878	09/21/09	05/12/10	EACH OCCURRENCE AGGREGATE	2000000 2000000
B		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSF0001183268	08/29/09	08/29/10	☑ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 1000000 1000000 1000000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS SHOWN AS ADD'L INSURED

CERTIFICATE HOLDER

COUNTY OF HIDALGO
2812 S BUS 281
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 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Rose E. Ovalle

© ACORD CORPORATION 1988

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Omar F. Garcia, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: Payment Bond
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* **Any licenses, bonds, certificates, permits, etc. which are required <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.**

Authorized Signature

9/16/09
Date

O.G. Construction Co., LLC
Company

222 W. University Dr
Address

Edinburg, Tx 78539
City, State, Zip

INSURORS INDEMNITY Companies P.O. Box 2683 • 225 South Fifth Street • Waco, TX 76702-2683
www.insurorsindemnity.com • 254-759-3702 • Fax 254-755-6399

TEXAS STATUTORY PAYMENT BOND
(PUBLIC WORKS)

Bond Number CNB-10317-09

KNOW ALL PERSONS BY THESE PRESENTS:

THAT O.G. Construction Company, LLC (hereinafter called the Principal), as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), with its principal place of business in the City of Waco, Texas, are held and firmly bound unto Hidalgo County Precinct No. 4 (hereinafter called the Obligee), in the amount of Thirty Four Thousand Three Hundred Thirty Dollars ($34,330.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 8th day of September, 2009, for the construction of Hidalgo County Precinct No. 4, Monte Cristo Drain Culver Crossing Pct. #4 San Carlos Drainage Improvement Project.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provide for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

PROVIDED FURTHER, that the Surety's address for giving notice in compliance with section 2253.041 *et seq.* of the Texas Government Code is:

Insurors Indemnity Company
P.O. Box 2683
Waco, TX 76702-6683;

Or

Insurors Indemnity Company
225 South Fifth Street
Waco, TX 76710.

SIGNED, SEALED AND DATED this 18th day of September, 2009.

PRINCIPAL: O.G. Construction Company, LLC (Seal)
By: _____
(title) Managing Member

APPROVED AS TO FORM:

By: _____
Obligee

INSURORS INDEMNITY COMPANY (Seal)
By: _____
Andy Alvarez, Attorney-In-Fact

INSURORS INDEMNITY Companies

P.O. Box 2683 • 225 South Fifth Street • Waco, Texas 76702-2683
www.insurorsindemnity.com • 254-759-3700 • Fax 254-755-6399

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-800-933-7444

You may also write to Insurors Indemnity Company at:

P.O. Box 2683
Waco, TX 76702-2683
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

Web: http://www.tdi.state.tx.us

E-mail: CousumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-800-933-7444

Usted tanbien puede escribir a Insurors Indemnity Company:

P.O. Box 2683
Waco, TX 76702-2683
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

Web: http://www.tdi.state.tx.us

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto y esta dado para acatar con Section 2253.021 Government Code y Section 53.202, Property Code efectivo, Septiembre 1, 2001.

INSURORS INDEMNITY
Companies

POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS: **Number:** CNB-10317-09

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint Andy Alvarez of the City of McAllen, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Thomas G. Chase
Thomas G. Chase, Jr, Chairman and CEO

State of Texas
County of McLennan

On the 8th day of July, 2009, before me a Notary Public in the State of Texas, personally appeared Thomas G. Chase, Jr. and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as Chairman and Chief Executive Officer, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

SHERRI WHITEHOUSE
Notary Public
STATE OF TEXAS
My Comm Exp 05/21/2013

Sherri Whitehouse
Notary Public, State of Texas

Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on July 8, 2009:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on July 8, 2009, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 18th day of September, 2009.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 2683, WACO, TEXAS 76702-2683 OR EMAIL US AT CONFIRMATION@INSURORS.COM.

AI-17717 **24.D.1.**

Authority to Purchase of One (1) New 2010 Ford F-250 4x4 Crew Cab Short Bed

CC REGULAR

Date:	09/29/2009		
Submitted By:	Oscar Garza, PURCHASING DEPT.		
Submitted For:	Marty Salazar		
Department:	PURCHASING DEPT.		
Agenda Category:	Purchasing Department	**Purchasing only:**	Health & Human Services Dept.

Information

CAPTION

Requesting authority for Hidalgo County to purchase "One (1) New 2010 Ford F-250 4x4 Crew Cab Shortbed" through Philpott Motor Company, Port Neches, Texas, the County's participation/membership with TASB Buyboard #281-07 as requested by Health Department in the amount of $24,433.00 which includes, but is not limited to, delivery and a one time Buyboard Administrative fee of $400.00 - Project #09-421-OGG.

BACKGROUND

As requested and approved by Mr. Eddie Olivarez, acct #9-1293-441-00-340-005-0-741 has been appropriated for purchase of proposed Emergency Response Vehicle that will tow the communication trailer whereever necessary.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1293-441-00-340-005-0-741

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

Available funding as of 9-25-09 $75,000.00.

Attachments

Link: 09-421

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/24/2009 03:32 PM	APRV
2	Budget & Management	Erika Zamora	09/24/2009 04:06 PM	APRV
3	Manuel Chapa	Manuel Chapa	09/25/2009 07:44 AM	APRV
4	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Oscar Garza — Started On: 09/24/2009 03:03 PM

Final Approval Date: 09/25/2009

MEMORANDUM

To: Rigo Hinojosa — via fax: 318-2648
HD, Director of Operations — via: daniel.flores@co.hidalgo.tx.us

Attn: Josie Escalante — via: javier.carreon@co.hidalgo.tx.us
HD Executive Secretary

From: Oscar Garza, Procurement Specialist

Date: **September 24, 2009**

Re: Bid No. 2009-421-OGG-Approval of Specifications for **"Purchase of One (1) New 2010 F-250 4x4 Crew Cab Short Bed"**

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If your answer is **DISAPPROVE**, please make any modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ___X___YES / _____NO/_____Other

(Specify)_____

BUDGET ACCOUNT#: 9-1293-441-00-340-005-0--741

Eduardo Olivarez 09/24/09

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or e-mail: oscarg.garza@co.hidalgo.tx.us by no later than TUESDAY, OCTOBER 23, 2007at 5:00p.m.

Enclosures

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

VEHICLES

BUYBOARD #281-07

End User: HIDALGO COUNTY **Philpott Rep:** MICHAEL WILEY

Contact: RIGO HINOJOSA **Date:** 21-Sep-09

Product Description: FORD F-250

A. Bid Series: 17 **A. Base Price:** $ 13,959.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
F20	REGULAR CAB 4X2	STD	W2B	2010 CREW CAB SHORT BED 4X4	$ 5,894.00
	5.4L GAS V8	STD		MANUAL TOW MIRRORS	INCL
	MANUAL TRANSMISSION	STD		A/C	INCL
	SPARE TIRE	STD	44T	5-SPD AUTOMATIC	$ 1,396.00
	AM/FM RADIO	STD	TS	VINYL 40/20/40 SEAT	$ 375.00
	VINYL BENCH SEAT	STD	90L	POWER WINDOWS, LOCKS,	$ 993.00
				REMOTE KEYLESS ENTRY	
FDC	FACTORY FUEL SURCHARGE	$ 975.00	525	CRUISE CONTROL	$ 220.00
			524	TILT STEERING	$ 141.00

Total of B. Published Options: $ 9,994.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.3 %

Options	Bid Price	Options	Bid Price
PRE DELIVERY INSPECTION	$ 80.00		
		ONLY ONE AVAILABLE	
		WHITE IN STOCK ESTIMATED	
		DELIVERY IN 10-15 DAYS	

9-1293.441-00-340-005-0-741 9/22/09 DB

Total of C. Unpublished Options: $ 80.00

D. Contract Price Adjustment: $ -

E. Delivery Charges: 0 miles @ $1.50/mile $ -

F. Total of A + B + C + D + E = F $ 24,033.00

G. Quantity Ordered 1 x F = $ 24,033.00

H. BUYBOARD Administrative Fee **$400.00 PER PURCHASE ORDER** $ 400.00

I. Non-Equip. Charges & Credits OK $

J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE $ 24,433.00

OK

Philpott Motor Company
Government and Commercial Sales

FAX

DATE: 9-21-2009

TO: RIGO HINOJOSA
fax: 956 383-8864 phone: 207-6789

FROM: Michael Wiley
phone: (254) 865-9112
toll-free phone: (888) 858-7801
fax: (254) 865-9118
e-mail: trucksgov@aol.com

 # OF PGS: 2

MESSAGE:

BUYBOARD STATE BID - PLEASE MAKE OUT YOUR PURCHASE ORDER TO PHILPOTT MOTORS AND FAX TO 254 865-9118 ALONG WITH A COPY OF THE CUSTOMIZED PRODUCT PRICING SUMMARY. ALSO PLEASE FAX A COPY OF THE SAME TO BUYBOARD @ 800 211-5454 FOR THEIR APPROVAL. MUNICIPAL LEASE/PURCHASE PLANS AVAILBLE UPON REQUEST.

Thanks,

Michael Wiley

AI-17577 **24.E.1.**

Purchase of Maintenance Management Software for Facilities Management Department

CC REGULAR

Date: 09/29/2009

Submitted By: Karina Cardoza, COMMISSIONERS' COURT EXEC. OFFICE

Department: COMMISSIONERS' COURT EXEC. OFFICE

Agenda Category: Purchasing Department **Purchasing only:** Budget & Management

Information

CAPTION

a. Approval to purchase Maintenance Management Software with Annual Priority Support ($8,210.00) and Training Services (three days-$3,295.00 + travel expenses) through Hidalgo County's membership/participation with Texas Procurement And Support Services (TPASS) awarded vendor "MicroMain Corporation-TXMAS-5-700200" in connection with Hidalgo County's Facilities Management Department Organizational Realignment in connection with automating work orders, scheduled preventive maintenance, asset histories, inventory /budget control, fleet management, etc.;

b. Requesting authority to purchase computer software, equipment and/or peripherals through our membership/participation with Department of Information Resources (DIR) awarded vendor "Dell - DIR-SDD-890-TX" to support the above mentioned software system in the amount of $1,244.25.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-419-40-220-001-0-747

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

BUDGETARY IMPACT:

Refer to agenda item #17581 (transfer $12,705.00).

Attachments

Link: Maintenance Management Software Quote

Link: TXMAS Price List

Link: Dell Quote

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/25/2009 01:22 PM	APRV
2	Budget & Management	Erika Zamora	09/25/2009 02:23 PM	APRV
3	Olga Garza	Olga Garza	09/25/2009 04:29 PM	APRV
4	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Karina Cardoza Started On: 09/17/2009 02:44 PM

Final Approval Date: 09/25/2009

September 17, 2009

Karina Cardoza
Hidalgo County
2818 S. Bus. Hwy 281
Edinburg, TX 78539

Quote ID: 6677

Email: karina.cardoza@co.hidalgo.tx.us

Dear Karina,

We are pleased to present this quote for asset and facility management software and services. MicroMain provides the most comprehensive, easiest-to-use software on the market today--at an affordable price.

Description	Quantity	Price		Subtotal
MicroMain Maintenance Management v7.2 - 1 Database License and 3 Client Licenses	1	$5,000.00	($1,250.00)	$3,750.00
MicroMain Web Request v7.2	1	$3,000.00		$3,000.00
Annual Priority Support Subscription (Tech Support & Upgrades)	1	$1,440.00		$1,440.00
Shipping and Handling Charges	1	$20.00		$20.00
		Total Quote for Products and Services		$8,210.00

This quote is for 3 client licenses of MicroMain Maintenance software and unlimited users of the Web Request module. The Annual Priority Support Subscription is good for 1 year of technical support and upgrades. We have a variety of training options to choose from:

2-day in-house training - $995.00 per person plus travel expenses
3-day onsite training and implementation - $3295.00 plus travel expenses
4-day onsite training and implementation - $3995.00 plus travel expenses
5-day onsite training and implementation - $4995.00 plus travel expenses
2 - 2 hour online training sessions - $649.00

Please call me at 888-888-1600 x131 if you have any questions or want pricing on any other products or services.

Thank you,
Steven Dooley
Regional Account Manager
888-888-1600 x131
stevend@micromain.com

This quote valid through 9/30/2009 5:30:00 PM
Prices are in U.S. Dollars

TXMAS-5-700200

MicroMain

(Customer Hosted)

SIN	Part Number	Product	Price
SIN 132-33 FSC Class 7030	**A00-XM-710-1S1C**	MicroMain XM (Access) - Server License and 3 Client Licenses. Maintenance management software. Open source code included at no additional charge.	$3750.00
SIN 132-33 FSC Class 7030	**S00-XM-710-1S1C**	MicroMain XM Enterprise (SQL) - Server License and 5 Client Licenses. Maintenance management software. Open source code included at no additional charge.	$9375.00
SIN 132-33 FSC Class 7030	**CM-A03-700-1S1C**	MicroMain CM (Access) - Server License and 1 Client License. Capital planning software. Open source code included at no additional charge.	$2250.00
SIN 132-33 FSC Class 7030	**CM-S00-700-1S1C**	MicroMain CM Enterprise (SQL) - Server License and 1 Client License. Capital planning software. Open source code included at no additional charge.	$3750.00
SIN 132-33 FSC Class 7030	**FM-A00-610-1S1C**	MicroMain FM (Access) - Server License and 1 Client License. Facility management software. Open source code included at no additional charge.	$1875.00
SIN 132-33 FSC Class 7030	**FM-S00-610-1S1C**	MicroMain FM Enterprise (SQL) - Server License and 1 Client License. Facility management software. Open source code included at no additional charge.	$3750.00

DELL

QUOTATION

QUOTE #: 507164713
Customer #: 17927132
Contract #: 48ABO
CustomerAgreement #: DIR-SDD-890-TX
Quote Date: 9/17/09
Customer Name: HIDALGO COUNTY

Date: 9/17/09 5:27:35 PM

TOTAL QUOTE AMOUNT:	$1,244.25		
Product Subtotal:	**$1,244.25**		
Tax:	**$0.00**		
Shipping & Handling:	**$0.00**		
Shipping Method:	**Ground**	**Total Number of System Groups:**	**1**

GROUP: 1	QUANTITY: 1	SYSTEM PRICE: $1,244.25	GROUP TOTAL: $1,244.25
Base Unit:		**Dell Precision T3400 Convertible MiniTower Processor E7400, 2.80GHz, 10663MB L2, 375W (224-4543)**	
Processor:		**Mini-Tower Chassis Configuration, Dell Precision T3400 (311-7463)**	
Memory:		**4GB, 800MHz, DDR2 ECC SDRAM Memory, 4X1GB, Dell Precision T3400 (311-7469)**	
Keyboard:		**Entry Level, USB, No Hot Keys keyboards, Dell PrecisionWorkstations (310-7949)**	
Monitor:		**Monitor Option-None (320-3316)**	
Video Card:		**nVidia,NVS 290, 256MB dual DVIGraphics Card, Dell Precision T3400 (320-5864)**	
Hard Drive:		**500GB SATA 3.0Gb/s with NCQ and 16MB DataBurst Cache Dell Precision T3400 (341-5231)**	
Hard Drive Controller:		**C1a, All SATA, NO RAID for 2 Hard Drives (341-5210)**	
Floppy Disk Drive:		**No Floppy Drive, Dell Precision (341-5255)**	
Operating System:		**Windows XP PRO SP3 with Windows Vista Business LicenseEnglish,Dell Precision (420-9559)**	
Mouse:		**New Dell USB 2 Button Optical Mouse with Scroll,Black Precision (310-9602)**	
CD-ROM or DVD-ROM Drive:		**16XDVD-ROM, Data Only, Dell Precision T3400 (313-5710)**	
CD-ROM or DVD-ROM Drive:		**Cyberlink Power DVD 8.2,with Media, Dell Relationship LOB (421-0536)**	
Speakers:		**Internal Chassis Speaker Dell Precision (313-3417)**	
Documentation Diskette:		**No Resource CD for Dell Optiplex,Precision and Latitude Systems (310-9546)**	
Bundled Software:		**Vista Premium Downgrade Relationship Desktop (310-9161)**	
Additional Storage Products:		**500GB SATA 3.0Gb/s with NCQ and 16MB DataBurst Cache Dell Precision T3400 (341-5242)**	
Service:		**ProSupport for IT: 7x24 Technical Support for certified IT Staff, Initial (984-5800)**	
Service:		**ProSupport for IT: 7x24 Technical Support for certified IT Staff, 2 Year Extended (983-9152)**	
Service:		**ProSupport for IT: Next Business Day Parts and Labor Onsite Response 2 Year Extended (985-6112)**	
Service:		**Dell Hardware Limited Warranty Plus Onsite Service Extended Year(s) (989-3728)**	
Service:		**Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-516-31 (989-3449)**	
Service:		**ProSupport for IT: Next Business Day Parts and Labor Onsite Response Initial Year (986-1480)**	
Service:		**Dell Hardware Limited Warranty Plus Onsite Service Initial Year (989-3727)**	

SALES REP:	Tiffany Washington	PHONE:	1-800-576-6038
Email Address:	tiffany_washington@dell.com	Phone Ext:	7241768

Please review this quote carefully. If complete and accurate, you may place your order online at www.dell.com/qto (use quote number above). POs and payments should be made to *Dell Marketing L.P.*

If you do not have a separate agreement with Dell that applies to your order, please refer to www.dell.com/terms as follows:

If purchasing for your internal use, your order will be subject to *Dell's Terms and Conditions of Sale-Direct* including Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total. If purchasing for resale, your order will be subject to *Dell's Terms and Condition of Sale for Persons or Entities Purchasing to Resell*, and other terms of Dell's PartnerDirect program at www.dell.com/partner. If your order includes services, visit www.dell.com/servicecontracts for service descriptions and terms.

Quote information is valid for U.S. customers and U.S. addresses only, and is subject to change. Sales tax on products shipped is based on "Ship To" address, and for downloads is based on "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, with seller listed as *Dell Marketing L.P*, to Dell's Tax Department at 800-433-9023. Please include your Customer Number.

For certain products shipped to end-users in California, a State Environmental Fee will be applied. For Asset Recovery/Recycling Services, visit www.dell.com/assetrecovery.

AI-17465 **24.F.1.**

Change Order No.1 Las Milpas Subdivision Pct. No. 2

CC REGULAR

Date:	09/29/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

Acceptance and approval of Change Order No. 1 with contractor Valley Paving, Inc. for Las Milpas Subdivision, Pct. No. 2 reflecting a (decrease) in the amount of ($3,120.40) because of final quantitative adjustments as submitted through project engineer, R. Gutierrez Engineering Corporation-(C-CAP 09-178-06-23).

BACKGROUND

Contract amount after change order no.1 will be $192,010.15

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1312-431-00-122-413-0-841

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

BUDGETARY IMPACT:

Amount available in PO#627124 is $43,576.60 (obj.841) as of 09/24/09.

Attachments

Link: change order #1 las milpas subd

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	09/24/2009 07:59 AM	APRV
2	Purchasing Department	Marty Salazar	09/24/2009 11:31 AM	APRV
3	Budget & Management	Erika Zamora	09/24/2009 01:22 PM	APRV
4	Roland Garcia	Rolando Garcia	09/25/2009 02:42 PM	APRV
5	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Marcie Jackson Started On: 09/11/2009 01:47 PM

Final Approval Date: 09/25/2009

CHANGE ORDER NUMBER ONE (1)

PROJECT: LAS MILPAS SUBDIVISION

DATE OF ISSUANCE: September 9, 2009 **EFFECTIVE DATE:** September 9, 2009

OWNER: HIDALGO COUNTY PRECINCT NO. 2
OWNER's Contract No.: C-CAP-09-178-06-23

CONTRACTOR: VALLEY PAVING INC.
321 E.2 MILE LN
MISSION, TX 78572

ENGINEER: R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description:

1. 464 ITEM RCP CL III 18" WAS DECREASED ON 64 LF
2. 467 ITEM SAFETY END TREATMENT WERE ELIMINATED
3. 529 ITEM CONCRETE CURB AND GUTTER WAS INCREASED ON 32 LF
4. 529 ITEM CONCRETE VALLEY GUTTER 6 FT WAS INCREASED ON 30 LF
5. 644 ITEM SMALL ROAD SIGN ASSEMBLIES WAS INCREASED ON 1 SIGN
6. CONTRACTOR IS REQUESTING 6 DAYS DUE TO THE RAIN AND WET TO WORK
7. 5 CONSTRUCTION DAYS WILL BE ADDED FOR THE REQUESTED EXTRA WORK
8. 560 ITEM MAILBOXES WERE ELIMINATED

Reason for Change Order:

1. CULVERT CROSSING WAS ELIMINATED
2. CULVERT CROSSING WAS ELIMINATED SAFETY END TREATMENT NOT NEEDED
3. CONCRETE CURB AND GUTTER NEED IT AT THE END OF THE STREET TO PREVENT SCOUR
4. VALLEY GUTTER NEED IT TO CONNECT EXISTING DRAIN WITH CONCRETE CURB AND GUTTER
5. DEAD END BARRICADE NEED IT AT RUISEÑOR STREET
6. CONTRACTOR STOP WORKING FOR 6 DAYS DUE TO THE RAIN AND WET GROUND
7. 5 EXTRA DAYS NEED IT TO COMPLETE THE EXTRA WORK REQUESTED FOR THIS CHANGE ORDER
8. EXISTING MAILBOXES WERE REINSTALLED.

Attachments:

Change in Contract Price:		**CHANGE IN CONTRACT TIME:**	
Original Contract Price $ 195,130.55		Original Contract Time for Substantial Completion:	60 calendar days or dates
Net Changes from previous Change Order $ 0.00		Net change from previous Change Orders	0 calendar days
Contract Price prior to this Change Order $ 195,130.55		Contract Time prior to this Change Order Substantial Completion:	60 calendar days or dates
Net Increase (decrease) of this Change Order $ (3,120.40)		Net Increase (decrease) of this Change Order	11 calendar days
Contract Price with all approved Change Orders $ 192,010.15	Net % increase (decrease) from original contract price. (1.60) %	Contract Time with all approved Change Orders Substantial Completion:	71 calendar days or dates

RECOMMENDED:
By: _____
Engineer (Authorized Signature)
Date: 9/17/09

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: 9/17/09

CHANGE ORDER NO. 1 TABULATION
HIDALGO COUNTY PRECINCT NO. 2
LAS MILPAS SUBDIVISION
BID NUMBER: CAP-09-178-06-23

Item Number	Original Plan Quantity	Change Order #1 Quantities	Unit	Item Description	Unit Price	Revised Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1
	ROADWAY								
110	2,194.00	2,194.00	CY	Excavation (Roadway)	$ 5.15	$ 5.15	$ 11,299.10	0.00	11,299.10
132	22.00	22.00	CY	Embankment (Rdwy)(Dens. Cont.)(Ty C)	$ 8.50	$ 8.50	$ 187.00	0.00	187.00
164	1,098.00	1,098.00	SY	Cell Fiber Seeding (Temp)(Warm)	$ 0.55	$ 0.55	$ 603.90	0.00	603.90
164	1,098.00	1,098.00	SY	Cell Fiber Seeding (Temp)(Cool)	$ 0.55	$ 0.55	$ 603.90	0.00	603.90
164	2,196.00	2,196.00	SY	Cell Fiber Seeding (Perm)(Urban)(Clay)	$ 0.55	$ 0.55	$ 1,207.80	0.00	1,207.80
247	3,509.00	3,509.00	CY	Flexible Base (Compl in Place)(Ty E)(Gr 4)(10")	$ 8.55	$ 8.55	$ 30,001.95	0.00	30,001.95
260	4,412.00	4,412.00	SY	Lime Treated Subgrade (6")	$ 1.00	$ 1.00	$ 4,412.00	0.00	4,412.00
260	44.38	44.38	TON	Lime (TY A or B)	$ 145.00	$ 145.00	$ 6,435.10	0.00	6,435.10
310	792.00	792.00	GAL	Prime Coat (MC-30)	$ 3.75	$ 3.75	$ 2,970.00	0.00	2,970.00
340	3,962.00	3,962.00	SY	Asph. Conc. Pav. TY "D"	$ 8.00	$ 8.00	$ 31,696.00	0.00	31,696.00
502	2.00	2.00	MO	Barricades, Signs & Traffic Handling	$ 950.00	$ 950.00	$ 1,900.00	0.00	1,900.00
506	84.00	84.00	SY	Construction Exits (Ty II)(Install)	$ 15.00	$ 15.00	$ 1,260.00	0.00	1,260.00
506	84.00	84.00	SY	Construction Exits (Ty II)(Remove)	$ 5.00	$ 5.00	$ 420.00	0.00	420.00
506	216.00	216.00	LF	Temp Sediment Control Fence	$ 2.00	$ 2.00	$ 432.00	0.00	432.00
560	3.00	0.00	EA	Mailboxes (Multiple)	$ 700.00	$ 700.00	$ 2,100.00	(2,100.00)	0.00
644	5.00	6.00	EA	Small Road Sign Assmblies (Ty A)	$ 700.00	$ 700.00	$ 3,500.00	700.00	4,200.00
				Total Roadway :			$ 99,028.75	$ (1,400.00)	$ 97,628.75
	(9|06) DRAINAGE								
132	1,173.00	1,173.00	CY	Embankment (Ditch)(Dens. Cont.)(Ty C)	$ 7.00	$ 7.00	$ 8,211.00	0.00	8,211.00
402	218.00	218.00	LF	Trench Excavation Protection	$ 1.00	$ 1.00	$ 218.00	0.00	218.00
432	42.00	42.00	CY	Concrete Riprap (CL C)	$ 210.00	$ 210.00	$ 8,820.00	0.00	8,820.00
464	244.00	180.00	LF	RCP (CL III) (18")	$ 22.75	$ 22.75	$ 5,551.00	(1,456.00)	4,095.00
464	128.00	128.00	LF	RCP (CL III) (72")	$ 230.00	$ 230.00	$ 29,440.00	0.00	29,440.00
465	6.00	6.00	EA	Inlet (Ty A)	$ 1,925.00	$ 1,925.00	$ 11,550.00	0.00	11,550.00
466	1.00	1.00	EA	Concrete Headwall (CH-11B)	$ 7,000.00	$ 7,000.00	$ 7,000.00	0.00	7,000.00
467	2.00	0.00	EA	Safety End Treatments (6:1)	$ 750.00	$ 750.00	$ 1,500.00	(1,500.00)	0.00
529	2,321.00	2,353.00	LF	Concrete Curb & Gutter (Ty A)(Barrier)	$ 5.80	$ 5.80	$ 13,461.80	185.60	13,647.40
529	140.00	170.00	LF	Concrete Valley Gutter (6-Ft)	$ 35.00	$ 35.00	$ 4,900.00	1,050.00	5,950.00
530	80.00	80.00	SY	Driveways (Ty PRB-1)	$ 20.00	$ 20.00	$ 1,600.00	0.00	1,600.00
530	70.00	70.00	SY	Driveways (CONCRETE)	$ 55.00	$ 55.00	$ 3,850.00	0.00	3,850.00
				Total Drainage :			$ 96,101.80	$ (1,720.40)	$ 94,381.40
				TOTAL BASE AMOUNTS:			$ 195,130.55	$ (3,120.40)	$ 192,010.15

AI-17618 **24.G.1.**

BCAP-La Homa Est. Subd.-Appl. for Pymt. #2 (Final)/Change Order #2 - La Homa Groves Pct. No. 3

CC REGULAR

Date:	09/29/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

Acceptance and approval of the following items submitted by Asago Construction, contracted vendor for La Homa Groves Estates Subdivision Project #C-CAP-09-129-07-07 as reviewed/submitted by project engineer, Izaguirre Engineering Group, LLC:

a. Application for Payment No. 2 (Final) - $41,335.56;

b. Change Order No. 2 (decrease) of $2,847.00 - paved areas were 29 square yards less than expected resulting in reduced quantities for roadway items.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2099 **ACCT. #:** 9-1312-431-00-123-380-0-731

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

BUDGETARY IMPACT:

Available funds in P.O. #625474 as of 9/24/09 is $37,440.85. Pending LIT of $9,33.55 (AI-17625) on 9/29/09 CC.

Attachments

Link: Application for Payment No. 2 Final La Homa Groves Estates

Link: Change Order No. 2 La Homa Groves Estates

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	09/24/2009 07:59 AM	APRV
2	Purchasing Department	Marty Salazar	09/24/2009 11:57 AM	APRV
3	Budget & Management	Erika Zamora	09/24/2009 01:29 PM	APRV
4	Perla Lopez	Perla Lopez	09/24/2009 02:26 PM	APRV
5	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Marcie Jackson Started On: 09/22/2009 09:23 AM

APPLICATION FOR PAYMENT NO. 2 & FINAL

AI-17618 9/29/09

To: HIDALGO COUNTY (OWNER)
From: ASAGO CONSTRUCTION (CONTRACTOR)
Contract: BORDER COLONIA ACCESS PROJECTS - 3rd ROUND
Project: LA HOMA GROVES ESTATES SUBDIVISION
Owner's Contract No. C-CAP-09-129-07-07
Engineer's Project No.: Pct 3 - La Homa
For Work accomplished through the date of: August 12, 2009

1. Original Contract Price:		$ 117,313.40
2. Net change by Change Order and Written Agreements(+or-):		$ (7,767.00)
3. Current Contract Price (1 plus 2):		$ 109,546.40
4. Total completed and stored to date:		$ 109,546.40
5. Retainage (per Agreement):		
10% of completed Work:	$ 10,954.64	
of stored material:		
Total Retainage:	$ 10,954.64	$ 10,954.64
6. Total completed and stored to date less retainage (4 minus 5)		$ 98,591.76
7. Less previous Payments:		$ 57,256.20
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$ 41,335.56

Accompanying Documentation:

REQ# 157275 P.O.#625474
9-1312-431-00-123-380-0-731→&45,928.40
<-4,592.84>=$41,335.56

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 2 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 Payments is in accordance with the Contract Documents and not defective.

Asago, LLC dba Asago Construction
CONTRACTOR

Date: 9/18/2009

By: Raul Iglesias, Manager

State of Texas
County of Hidalgo
Subscribed and sworn to before me this day of 18th of September, 2009.

Yolanda M. Cisneros
Notary Public
My Commission expires: 3/27/2010

YOLANDA M. CISNEROS
Notary Public, State of Texas
My Commission Expires
March 27, 2010

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: August 12, 2009

ENGINEER

By: Gilberto A Gracia, P.E.

INVOICE RECEIVED BY: ON 9/8/09
GOODS/SERVICES RECEIVED BY: ON 9/8/09

Exhibit E-C

ASAGO CONSTRUCTION	Contractor Name
July 20, 2009	Starting Date
SEPTEMBER 18, 2009	Project Ending Date
10%	Retainage Percent

Application No.	2 & FINAL
Application Date:	AUGUST 12, 2009
Period To:	AUGUST 12, 2009
Engineer Firm	IZAGUIRRE ENGINEERING GROUP, LLC

Summary

CSJ #	CSJ Name	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
3C10-803-80	LA HOMA GROVES	$ 117,313.40	$ 109,546.40	$ 63,618.00	$ 45,928.40	$ -	$ -	$ 109,546.40	$ -	$ 10,954.64	$ 98,591.76	$ 57,256.20	$ 41,335.56
	TOTALS:	$ 117,313.40	$ 109,546.40	$ 63,618.00	$ 45,928.40	$ -	$ -	$ 109,546.40	$ -	$ 10,954.64	$ 98,591.76	$ 57,256.20	$ 41,335.56

Estimate Quantity Update Worksheet

Colonia: LA HOMA GROVES ESTATES SUBDIVISION
Roadway: Susana Street
Control: CSJ 3C10-803-80
Project No: C-CAP-09-129-07-07
County: HIDALGO
Est. No: 2 & FINAL
Work Type: PAVING & DRAINAGE
Limits:
From: LA HOMA ROAD (FM 2894)
To: to the west 1400 feet

Date: August 12, 2009
Contractor: ASAGO CONSTRUCTION
Original Contract Price: $117,313.40
Revised Contract Price: $109,546.40
Total Work Done: $109,546.40
% Complete: 100.00%

Date Began: July 20, 2009
Contract Time: 60 calendar days
Time Charged: 24 calendar days
% Time Used: 40.00%

			ORIGINAL CONTRACT			REVISED CONTRACT			PAYMENT APPLICATION No.1			PAYMENT APPLICATION No.2			PAYMENT APPLICATION No.3		
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	QTY	UNIT PRICE	AMOUNT	MO. QTY	QUANTITY TO DATE	MONTHLY ITEM COST	MO. QTY	QUANTITY TO DATE	MONTHLY ITEM COST	MO. QTY	QUANTITY TO DATE	MONTHLY ITEM COST
	(901)ADMINISTRATIVE		0														
	(902) PRELIMINARY ENGINEERING		0														
	(903) CONSTRUCTION ENGINEERING		0														
	(904) RIGHT-OF-WAY		0														
	(905) ROADWAY CONSTRUCTION																
LA HOMA GROVES ESTATES SUBDIVISION																	
100	PREP ROW	Sta.	11.92	$830.00	$9,893.60	11.92	$830.00	$9,893.60	11.92	11.92	$9,893.60		11.92	$0.00		0	0.00
110	EXCAVATION (ROADWAY)	CY	826	$5.00	$4,130.00	826	$5.00	$4,130.00	826	826	$4,130.00		826	$0.00		0	0.00
164	CELL FIB MULCH SEED (PERM) URBAN CL	SY	2685	$4.00	$10,740.00	2685	$4.00	$10,740.00		0	$0.00	2685	2685	$10,740.00		0	0.00
204	SPRINKLING	MG	47.68	$30.00	$1,430.40	47.68	$30.00	$1,430.40	30.00	30.00	$900.00	17.68	47.68	$530.40		0	0.00
216	PROOF ROLLING	SY	4130	$1.00	$4,130.00	3911	$1.00	$3,911.00	4130	4130	$4,130.00	(219)	3911	($219.00)		0	0.00
247	FLEX BASE (RD DEL) TY "E" GR4	CY	1077	$5.00	$5,385.00	1077	$5.00	$5,385.00	1077	1077	$5,385.00		1077	$0.00		0	0.00
251	CONT)	SY	4130	$2.00	$8,260.00	3911	$2.00	$7,822.00	4130	4130	$8,260.00	(219)	3911	($438.00)		0	0.00
310	PRIME COAT (MC-30)	GAL	714.60	$5.00	$3,573.00	714.60	$5.00	$3,573.00		0	$0.00	714.60	714.60	$3,573.00		0	0.00
340	ASPH CONC ACP SURFACE (TY D) (1 1/2")	SY	3573	$9.00	$32,157.00	3354	$9.00	$30,186.00		0	$0.00	3354	3354	$30,186.00		0	0.00
360	DRIVEWAYS (CONC) (4")	SY	181	$15.00	$2,715.00	181	$15.00	$2,715.00	181	181	$2,715.00		181	$0.00		0	0.00
500	MOBILIZATION	LS	1	$500.00	$500.00	1	$500.00	$500.00	1	1	$500.00		1	$0.00		0	0.00
502	BARRICADES, SIGNS AND TRAF HANDLE	LS	1	$1,000.00	$1,000.00	1	$1,000.00	$1,000.00	1	1	$1,000.00		1	$0.00		0	0.00
506	TEMP SEDMT CONT FENCE (INSTALL)	LF	200	$8.00	$1,600.00	200	$8.00	$1,600.00	200	200	$1,600.00		200	$0.00		0	0.00
506	TEMP SEDMT CONT FENCE (REMOVE)	LF	200	$4.00	$800.00	200	$4.00	$800.00		0	$0.00	200	200	$800.00		0	0.00
530	DRIVEWAYS (TY PRB-1)	SY	537.16	$15.00	$8,057.40	537.16	$15.00	$8,057.40	537.16	537.16	$8,057.40		537.16	$0.00		0	0.00
560	MAILBOXES (SINGLE)	EA	7	$200.00	$1,400.00	7	$200.00	$1,400.00	4	4.000	$800.00	3	7	$600.00		0	0.00
644	SMALL RDSD SGN ASSM (TY A)	EA	3	$125.00	$375.00	3	$125.00	$375.00		0	$0.00	3	3	$375.00		0	0.00
2500	EN-1 TREAT SUB-BASE (DC)	SY	4130	$1.00	$4,130.00	3911	$1.00	$3,911.00	4130	4130	$4,130.00	(219)	3911	($219.00)		0	0.00
2500	EN-1 ROADBOND	GAL	23.40	$125.00	$2,925.00	23.40	$125.00	$2,925.00	23.40	23.40	$2,925.00		23.40	$0.00		0	0.00
6000	UTILITY/SERVICE ADJUSTMENTS	LS	1	$2,000.00	$2,000.00	0	$2,000.00	$0.00		0	$0.00		0	$0.00		0	0.00
	LA HOMA GROVES ESTATES SUBDIVISION PAVING TOTALS				**$105,201.40**			**$100,354.40**			**$54,426.00**			**$45,928.40**			**$0.00**
	(906) DRAINAGE																
464	RC PIPE (CL III)(18")	LF	48	$25.00	$1,200.00	0	$25.00	$0.00		0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(18")(RCP)(1:6)	EA	2	$750.00	$1,500.00	0	$750.00	$0.00		0	$0.00		0	$0.00		0	0.00
472	REMOVE EXIST. CULVERT PIPE	LF	24	$5.00	$120.00	0	$5.00	$0.00		0	$0.00		0	$0.00		0	0.00
480	REMOVE CULVERT S.E.T.	EA	2	$50.00	$100.00	0	$50.00	$0.00		0	$0.00		0	$0.00		0	0.00
5000	CORRUGATED HDPE CULVERT PIPE (15")	LF	766	$12.00	$9,192.00	766	$12.00	$9,192.00	766	766	$9,192.00		766	$0.00		0	0.00
	LA HOMA GROVES ESTATES SUBDIVISION DRAINAGE TOTALS				**$12,112.00**			**$9,192.00**			**$9,192.00**			**$0.00**			**$0.00**
	LA HOMA GROVES ESTATES SUBDIVISION PROJECT TOTALS				**$117,313.40**			**$109,546.40**			**$63,618.00**			**$45,928.40**			**$0.00**

Monthly Totals:	$63,618.00		$45,928.40		$0.00
ADMINISTRATIVE (901)					
PRELIMINARY ENGINEERING (902)					
CONSTRUCTION ENGINEERING (903)					
RIGHT-OF-WAY (904)					
ROADWAY (905)	$54,426.00		$45,928.40		$0.00
DRAINAGE (906)	$9,192.00		$0.00		$0.00

Total to Date:
Roadway (905): $100,354.40
Drainage (906): $9,192.00
Total $109,546.40

Prepared and Checked Signature: Gilberto A. Gracia Date: August 12, 2009

Printed Name: GILBERTO A. GRACIA

CHANGE ORDER NUMBER TWO(2)

Project: La Homa Groves Estates

DATE OF ISSUANCE: September 18, 2009 EFFECTIVE DATE: _____

OWNER: Hidalgo County Precinct No. 3
OWNER'S CONTRACT NO: C-CAP-09-129-07-07

CONTRACTOR: Asago Construction
2113 Pecos St.
Mission, Tx. 78574

ENGINEER: Izaguirre Engineering Group, LLC
7413 N. La Homa Rd.
Mission Tx. 78574

You ar directed to make the following changes in the Contract Documents.

Description: 1. Reduce Quantities for Roadway Items: 216, 251, 340, & 2500

Reason for Change Order: 1. Paved areas were 219sy less than expected and affected Roadway Items: 216, 251, 340, & 2500

Attachments: La Homa Groves Estates Change Order No.2 Tabulation attached herewith and made a part hereof.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $ 117,313.40	Original Contract Time for Substantial Completion: 60 calendar days or dates
Net Changes from previous Change Order $ (4,920.00)	Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 112,393.40	Contract Time prior to this Change Order Substantial Completion: 60 calendar days or dates
Net Increase(decrease) of this Change Order $ (2,847.00)	Net Increase(decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 109,546.40 Net % increase(decrease)from original contract price. (6.62%)	Contract Time with all approved Change Orders Substantial Completion: 60 calendar days or dates

RECOMMENDED:
By: _____
Engineer (Authorized Signature)
Date: Aug 12, 2009

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: 9/18/2009

Exhibit E-B

CHANGE ORDER No.2 TABULATION

HIDALGO COUNTY PRECINCT No.3

LA HOMA GROVES ESTATES

BID NUMBER CAP-09-129-03-25-YSI

ITEM NO.	ORIGINAL PLAN QUANTITY	CONTRACT QUANTITIES AFTER CHANGE ORDER No2	UNIT	DESCRIPTION	ORIGINAL UNIT PRICE	REVISED UNIT PRICE	ORIGINAL CONTRACT COST	TOTAL CHANGE IN CONTRACT COST AFTER CHANGE ORDER No.2	REVISED CONTRACT COST AFTER CHANGE ORDER No.2
				(905) ROADWAY CONSTRUCTION					
100	11.920	11.920	Sta.	PREP ROW	$830.00	$830.00	$9,893.60	$0.00	$9,893.60
110	826.000	826.000	CY	EXCAVATION (ROADWAY)	$5.00	$5.00	$4,130.00	$0.00	$4,130.00
164	2685.000	2685.000	SY	CELL FIB MULCH SEED (PERM) URBAN CLAY	$4.00	$4.00	$10,740.00	$0.00	$10,740.00
204	47.680	47.680	MG	SPRINKLING	$30.00	$30.00	$1,430.40	$0.00	$1,430.40
216	4130.000	3911.000	SY	PROOF ROLLING	$1.00	$1.00	$4,130.00	-$219.00	$3,911.00
247	1077.000	1077.000	CY	FLEX BASE (RD DEL) TY "E" GR4	$5.00	$5.00	$5,385.00	$0.00	$5,385.00
251	4130.000	3911.000	SY	REWORKS BS MTL (TY D) 8" (DENS CONT)	$2.00	$2.00	$8,260.00	-$438.00	$7,822.00
310	714.600	714.600	GAL	PRIME COAT (MC-30)	$5.00	$5.00	$3,573.00	$0.00	$3,573.00
340	3573.000	3354.000	SY	ASPH CONC ACP SURFACE (TY D) (1 1/2")	$9.00	$9.00	$32,157.00	-$1,971.00	$30,186.00
360	181.000	181.000	SY	DRIVEWAYS (CONC) (4")	$15.00	$15.00	$2,715.00	$0.00	$2,715.00
500	1.000	1.000	LS	MOBILIZATION	$500.00	$500.00	$500.00	$0.00	$500.00
502	1.000	1.000	LS	BARRICADES, SIGNS AND TRAF HANDLE	$1,000.00	$1,000.00	$1,000.00	$0.00	$1,000.00
506	200.000	200.000	LF	TEMP SEDMT CONT FENCE (INSTALL)	$8.00	$8.00	$1,600.00	$0.00	$1,600.00
506	200.000	200.000	LF	TEMP SEDMT CONT FENCE (REMOVE)	$4.00	$4.00	$800.00	$0.00	$800.00
530	537.160	537.160	SY	DRIVEWAYS (TY PRB-1)	$15.00	$15.00	$8,057.40	$0.00	$8,057.40
560	7.000	7.000	EA	MAILBOXES (SINGLE)	$200.00	$200.00	$1,400.00	$0.00	$1,400.00
644	3.000	3.000	EA	SMALL RDSD SGN ASSM (TY A)	$125.00	$125.00	$375.00	$0.00	$375.00
2500	4130.000	3911.000	SY	EN-1 TREAT SUB-BASE (DC)	$1.00	$1.00	$4,130.00	-$219.00	$3,911.00
2500	23.400	23.400	GAL	EN-1 ROADBOND	$125.00	$125.00	$2,925.00	$0.00	$2,925.00
6000	1.000	0.000	LS	UTILITY/SERVICE ADJUSTMENTS	$2,000.00	$2,000.00	$2,000.00	-$2,000.00	$0.00
				LA HOMA GROVES ESTATES PAVING TOTAL			**$105,201.40**	**-$4,847.00**	**$100,354.40**
				(906) DRAINAGE					
464	48.000	0.000	LF	RC PIPE (CL III)(18")	$25.00	$25.00	$1,200.00	-$1,200.00	$0.00
467	2.000	0.000	EA	SET (TY II)(18")(RCP)(1:6)	$750.00	$750.00	$1,500.00	-$1,500.00	$0.00
472	24.000	0.000	LF	REMOVE EXIST. CULVERT PIPE	$5.00	$5.00	$120.00	-$120.00	$0.00
480	2.000	0.000	EA	REMOVE CULVERT S.E.T.	$50.00	$50.00	$100.00	-$100.00	$0.00
5000	766.000	766.000	LF	CORRUGATED HDPE CULVERT PIPE (15")	$12.00	$12.00	$9,192.00	$0.00	$9,192.00
				LA HOMA GROVES ESTATES DRAINAGE TOTAL			**$12,112.00**	**-$2,920.00**	**$9,192.00**
				LA HOMA GROVES ESTATES PROJECT TOTAL			**$117,313.40**	**-$7,767.00**	**$109,546.40**