AI-27454 **6.B.**

Creation of various positions

CC REGULAR

Date:	07/12/2011
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Valde Guerra
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

1. Approval to create the following full-time positions:

Dept./ Prg.	Slot No.	Position Title	Budgeted Salary
Pct. 1 Admin. (121-004)	0011	Clerk IV	$35,500.00
Pct. 1 Admin. (121-004)	0012	Administrative Assistant IV	$48,000.00
Pct. 1 Admin. (121-004)	0013	Clerk	$27,500.00
Pct. 1 Admin. (121-004)	0014	Call Center Manager	$51,000.00
Pct. 1 Admin. (121-004)	0015	Administrative Assistant III	$36,000.00
Pct. 1 Admin. (121-004)	0016	Clerk	$27,500.00
Pct. 1 Rd Maint. (121-005)	0115	Maintenance III	$38,000.00

2. Approval of interfund transfer(s).
3. Approval of revised salary schedule(s).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

See attached fiscal notes and transfer for any budgetary impact.

Attachments

Link: PARs

Link: Job Descriptions

Link: Fiscal Notes

Link: Revised salary schedules

Link: Interfunds

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	07/08/2011 03:29 PM	APRV

2	Budget & Management Merlen P. Munoz	07/08/2011 03:47 PM	APRV
3	Rosalinda Cantu	07/08/2011 04:40 PM	NEW

Form Started By: Sylvia Solis Started On: 07/08/2011 11:40 AM

Final Approval Date: 07/08/2011

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 ADMIN. (121-004) DATE: 07/01/2011

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0011

REQUESTED POSITION TITLE: CLERK IV

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 35,500.00 (Proposed Budgeted Salary) $ 35,500.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

_____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

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

Jose Luis Salas, et al v. County of Hidalgo.

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.	DEPARTMENT HEAD	DATE 7/8/2011	FUNDING AVAILABLE IN DEPT. BUDGET	■ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 07/08/2011	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 ADMIN. (121-004) DATE: 07/01/2011

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0012

REQUESTED POSITION TITLE: ADMINISTRATIVE ASSISTANT IV

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 48,000.00 (Proposed Budgeted Salary) $ 48,000.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

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

Jose Luis Salas, et al v. County of Hidalgo.

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.	DEPARTMENT HEAD	7/8/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	07/08/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 ADMIN. (121-004) DATE: 07/01/2011

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0013 & 0016

REQUESTED POSITION TITLE: CLERK

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 27,500.00 x 2 (Proposed Budgeted Salary) $ 55,000.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

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

Jose Luis Salas, et al v. County of Hidalgo.

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.	DEPARTMENT HEAD	DATE 7/8/2011	FUNDING AVAILABLE IN DEPT. BUDGET	■ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 07/08/2011	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 ADMIN. (121-004) DATE: 07/01/2011

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0014

REQUESTED POSITION TITLE: CALL CENTER MANAGER

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 51,000.00 (Proposed Budgeted Salary) $ 51,000.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ X
Part Time Employee Object 114 ☐
Full Time Temporary Object 121 ☐
Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒ X	Non-Exempt	☒ X
N/A	☐		

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

Jose Luis Salas, et al v. County of Hidalgo.

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.	DEPARTMENT HEAD	7/8/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	07/08/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 ADMIN. (121-004) DATE: 07/01/2011

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0015

REQUESTED POSITION TITLE: ADMINISTRATIVE ASSISTANT 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: $ 0.00 (Current Budgeted Salary) $ 36,000.00 (Proposed Budgeted Salary) $ 36,000.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

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

Jose Luis Salas, et al v. County of Hidalgo.

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.	DEPARTMENT HEAD	7/8/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	07/08/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 ROAD MAINTENANCE (121-005) DATE: 07/08/2011

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0115

REQUESTED POSITION TITLE: MAINTENANCE 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: $ 0.00 (Current Budgeted Salary) $ 38,000.00 (Proposed Budgeted Salary) $ 38,000.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

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

C-1135-10-G; Jose Luis Salas, et al v. County of Hidalgo

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.	DEPARTMENT HEAD	7/8/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	07/08/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

CLERK IV

GRADE: 07

GENERAL DESCRIPTION

Performs advanced (senior-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, purchasing, and accounting; Work involves compiling and tabulating data, checking documents for accuracy, handling and transporting documents and/or stock and inventory, and maintaining files; May train others; May supervise the work of others; Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Oversees, prepares, edits, and reconciles discrepancies in, and reviews for accuracy and completeness reports, purchase orders, correspondence, summaries, manuals, vouchers, journals, ledgers, requisitions, records, and other related forms

Answers inquiries regarding procedures and policies, and provides routine information to the public by mail or telephone

Posts information to agency records and modifies forms or records

Assembles, organizes, and tabulates data, and develops charts, graphs, and tables

Maintains and/or oversees the maintenance of files, materials, and supplies, and oversees the receiving, storing, and issuing of stock items

May open and distribute incoming mail and prepare mail-outs

May perform data entry and retrieval and arithmetic computations

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May receive, maintain accountability for, and forward payments to the appropriate agency staff

May screen applicants and assist in orienting employees; may conduct preliminary interviews

May administer employment tests

May arrange the scheduling, transfer, and display of surplus property

May make arrangements for or obtain bids for repairs and services

May inspect merchandise for quality and compliance with specifications

May train, oversee or supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three to Five (3-5) years of progressive experience in clerical work; Graduation from a standard senior high school or equivalent is generally preferred. Vocational training preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of business or program terminology, office procedures, spelling, punctuation, grammar, and arithmetic; of records administration and maintenance techniques and procedures; of warehousing procedures; and of state purchasing policies and procedures

Skill in using a personal computer and office equipment

MS Word and Excel

Ability to make arithmetic computations; to prepare and maintain detailed records, files, and reports; to transfer stock from one location to another; to maintain files, and to train or supervise the work of others

Supervisory skills preferred

Registration, Certification, or Licensure

May require a valid driver's license

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

ADMINISTRATIVE ASSISTANT IV

GRADE: 10

GENERAL DESCRIPTION

Employee performs advanced (senior-level) administrative support or technical program assistance work. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. Employee may supervise the work of others and may train others. Employee works under limited supervision with considerable latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs complex technical assistance work for an agency program

Prepares, interprets, and disseminates information concerning agency programs and procedures

Prepares, edits, and distributes correspondence, reports, studies, forms, and documents

Responds to inquiries regarding technical program or administrative regulations, policies, and procedures

Coordinates meetings, conferences, and seminars

Develops administrative and technical policies and procedures

Develops, coordinates, and maintains record keeping and filing systems

May assist in the implementation of program planning

May assist in compiling and analyzing data, making calculations, and preparing reports

May research, compose, design, or edit agency publications such as brochures, forms, manuals, and reports

May research technical and policy issues

May develop training materials

May train others

May supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three to five (3-5) years of experience in administrative support work in a government setting. Graduation from an accredited four-year college or university with major course work in a related field is generally preferred. Two (2) years of experience maybe substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in the use of standard office equipment and software

Ability to implement new systems and procedures and to evaluate their effectiveness, to communicate effectively, to effectively interpret programs and plans, to train others, and to supervise the work of others

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

CLERK

GENERAL DESCRIPTION

Performs (entry-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, purchasing, or accounting; Work involves compiling and tabulating data, checking documents for accuracy, transporting documents, and maintaining files; Works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Produces and proofs correspondence, reports, purchase orders, summaries, manuals, vouchers, records, and other related forms

Reviews completed forms for signatures and proper entries

Provides information to the public by mail or telephone

Receives shipments and supplies, inspects for damage, and checks for correct quantity and quality

Assembles, organizes, and tabulates data; may perform data entry and retrieval

Files and maintains forms, records, and reports

Opens and distributes incoming mail and prepares mail-outs

Delivers documents, supplies, or other items; takes deposits to the bank; and runs errands as appropriate

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May assist in conducting physical inventory

May receive and count cash

May make arrangements for repairs and services

May assemble and pack shipments, contact transportation companies to arrange for shipping, and assist in loading trucks

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Six (6) months of experience with clerical operations; Graduation from a standard senior high school or equivalent is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of office procedures and of spelling, grammar, punctuation, and arithmetic

Skill in using personal computers and office equipment

Ability to prepare and maintain records, files, and reports

Registration, Certification, or Licensure

May require a valid driver's license

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
ROAD AND BRIDGE

Job Title: Call Center Manager **FLSA: Non-Exempt**

Department: 121 **Civil Service Status: Non-Exempt**

SUMMARY

One of the main goals of the Hidalgo County Precinct 1 Office is to satisfy our constituents without compromising the positive culture and climate set by our administrative team. This position requires strong leadership, communication, problem-solving and networking skills.

QUALIFICATION REQUIREMENTS:

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

ESSENTIAL DUTIES AND RESPONSIBILITIES

- **Maintain the highest level of professionalism at all times.**
- **Address constituents' concerns regarding brush, livestock, road, alleys and easements via telephone, office walk-in visits, and/or trips to colonias and road sites.**
- **Receive and address al culvert pipe calls and work orders**
- **Be aware of the Hidalgo County standards as they relate to road ways and the manner to adopt roads for the county.**
- **Be aware of the process that is necessary to assist the constituents in naming roads and also be able to identify and determine county roads, state roads and non-dedicated county roads.**
- **Be able to draft petitions to meet county standards to adopt roads for the purpose of 911 calls, or for the purpose of registering roads for the county**
- **Be able to identify the various drain ditches**
- **Be able to train staff**

EDUCATION

- **High School Diploma or General Education Degree (GED);**
- **Minimum of four (4) years in public administration or government experience;**

CERTIFICATES, LICENSES, REGISTRATIONS

- **Employee must have a current valid Texas Motor Vehicle Operator's License;**
- **Must be able to be insured by the County's insurance carrier;**

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 (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus;

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate;

SAFETY REQUIREMENTS:

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

- **sitting for extended periods of time;**
- **operating assigned equipment;**

Maintain mental capacity which permits:

- **making sound decisions and using good judgment;**
- **demonstrating intellectual capabilities;**

Effectively handle a work environment and conditions which involve:

- **working closely with others;**
- **working in a multi-task environment;**

Maintain effective audio-visual discrimination and perception needed for:

- **making observations;**
- **reading and writing;**
- **operating assigned equipment;**
- **communicating with others;**

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

ADMINISTRATIVE ASSISTANT III

GRADE: 08

GENERAL DESCRIPTION

Employee performs complex administrative support or technical program assistance work. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. Employee may supervise the work of others and may train others. Employee works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Prepares, interprets, and disseminates information concerning agency programs and procedures

Prepares, edits, and distributes correspondence, reports, studies, forms, and documents

Participates in the planning and execution of an agency program

Develops, coordinates, and maintains record keeping and filing systems

Responds to inquiries regarding rules, regulations, policies, and procedures

Coordinates meetings, conferences, and seminars

Assists in the development of administrative or technical assistance policies and procedures

May coordinate work between organizational units of the agency

May assist in compiling and analyzing data, making calculations, and preparing reports

May assist in the preparation of presentations for administrative hearings

May research, compose, design, or edit agency publications such as brochures, forms, and manuals

May develop training materials

May train others

May supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to three (2-3) years of experience in administrative support work. Graduation from a junior college with an Associate's degree in administrative support preferred. Two (2) years of experience maybe substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in standard office equipment and software

Ability to implement administrative procedures and to evaluate their effectiveness; to interpret rules, regulations, policies, and procedures; to communicate effectively, to train others; and to supervise the work of others

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

(6)

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

Job Title:	**Maintenance III**	**FLSA Status:**	**Non-Exempt**
Dept No:	**121-124**	**Civil Service Status:**	**Non-Exempt**

SUMMARY:
Performs supervisory duties as directed. Maintains safe conditions on all county roads and bridges within precincts. Performs various tasks of construction and maintenance throughout the precincts.

ESSENTIAL DUTIES AND RESPONSIBILITES:

- Performs supervisory duties as directed.
- Patches holes on county roads and/or bridges.
- Is able to operate tractor with shredder effectively in order to maintain all paved and unpaved roads in precinct.
- Performs a variety of preventative maintenance and repair work on equipment.
- Performs maintenance and construction duties including installing culverts.
- May operate chainsaw to clear brush from right of way.
- May drive county vehicle to haul materials to and from the worksite.
- Tamps, packs and levels dirt, gravel or asphalt.
- Uses hand tools to dig ditches or holes.
- Loads material, trash, brush, etc., onto truck. May sometime unload the same.
- May replace tires on county vehicles.
- Checks daily construction schedule to keep appraised of materials needed on the job.
- Regular attendance is a must.
- Ability to work well with others.

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

EDUCATION and/or EXPERIENCE

- High School Diploma or general education degree (GED) preferred;
- Three years of supervisory experience; and/or
- Any equivalent combination of experience and training, which provides the required knowledge, skills and abilities to perform duties.

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CERTIFICATES, LICENSES, REGISTRATIONS

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

OTHER SKILLS AND ABILITIES

- Should be able to operate other general equipment such as backhoe, loader, etc.
- Should be able to train employees on the various types of equipment.
- May be required to address personnel issues.
- 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.
- 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 in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division.
- Ability to understand and follow written and oral instructions and directives.
- Must be able to perform all duties of Maintenance 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 twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus;

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing 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 noise level in the work environment is usually moderate;

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SAFETY REQUIREMENTS:
Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:

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

Maintain mental capacity which permits:

- making sound decisions and using good judgment;
- demonstrating intellectual capabilities;

Effectively handle a work environment and conditions which involve:

- working closely with others;
- working in a multi-task environment;

Maintain effective audio-visual discrimination and perception needed for:

- making observations;
- reading and writing;
- operating assigned equipment;
- communicating with others;

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

Approved 2001

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Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, July 12, 2011 **Agenda Item:** 27454

Summary of request/proposal:
PCT. 1 ADMINISTRATION (1200):
Approval to create the following full-time position:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1200	CLERK IV	0011	113	0.00	35,500.00	35,500.00
1200	ADMINISTRATIVE ASSISTANT IV	0012	113	0.00	48,000.00	48,000.00
1200	CLERK	0013	113	0.00	27,500.00	27,500.00
1200	CALL CENTER MANAGER	0014	113	0.00	51,000.00	51,000.00
1200	ADMINISTRATIVE ASSISTANT III	0015	113	0.00	36,000.00	36,000.00
1200	CLERK	0016	113	0.00	27,500.00	27,500.00
				0.00	225,500.00	225,500.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
1-1200-431-00-121-004-0-	113	PCT. 1 ADM. -	REG F/T EMPLOYEES	$107,546.15
1-1200-431-00-121-004-0-	211	PCT. 1 ADM. -	HEALTH INSURANCE	$10,301.52
1-1200-431-00-121-004-0-	212	PCT. 1 ADM. -	LIFE INSURANCE	$77.28
1-1200-431-00-121-004-0-	220	PCT. 1 ADM. -	FICA	$8,227.28
1-1200-431-00-121-004-0-	230	PCT. 1 ADM. -	RETIREMENT	$10,324.43
1-1200-431-00-121-004-0-	250	PCT. 1 ADM. -	UNEMPLOYMENT COMP	$537.73
1-1200-431-00-121-004-0-	260	PCT. 1 ADM. -	WORKER'S COMP	$0.00
			2011 Budgetary Impact	$137,014.39

2012 Budgetary Impact: $287,288.25

Possible Funding Sources: CO. WIDE ADMINISTRATION - CONTINGENCY

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, July 12, 2011 **Agenda Item:** 27454

Summary of request/proposal:
PCT. 1 ROAD MAINTENANCE(1200):
Approval to create the following full-time position:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1200	MAINTENANCE III	0115	113	0.00	38,000.00	38,000.00
				0.00	38,000.00	38,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
1-1200-431-00-121-005-0-	113	PCT. 1 RD MAINT. -	REG F/T EMPLOYEES	$18,123.08
1-1200-431-00-121-005-0-	211	PCT. 1 RD MAINT. -	HEALTH INSURANCE	$1,716.92
1-1200-431-00-121-005-0-	212	PCT. 1 RD MAINT. -	LIFE INSURANCE	$12.88
1-1200-431-00-121-005-0-	220	PCT. 1 RD MAINT. -	FICA	$1,386.42
1-1200-431-00-121-005-0-	230	PCT. 1 RD MAINT. -	RETIREMENT	$1,739.82
1-1200-431-00-121-005-0-	250	PCT. 1 RD MAINT. -	UNEMPLOYMENT COMP	$90.62
1-1200-431-00-121-005-0-	260	PCT. 1 RD MAINT. -	WORKER'S COMP	$0.00
			2011 Budgetary Impact	$23,069.74

2012 Budgetary Impact: $48,372.00

Possible Funding Sources: CO. WIDE ADMINISTRATION - CONTINGENCY

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1200-431-00-121-005-0

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PCT. 1 RD MAINTENANCE

Slot #	Obj Code	POSITION TITLE	2010 BUDGETED SALARY	2011 ADJUSTED SALARY	2011 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2011 BUDGETED SALARY APPROVED	2011 ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0012	113	SP/PROJ COORD	39,322.00	0.00	39,322.00	0	0.00	0.00	39,322.00	39,322.00	0.00	0.00	0.00	0.00	0.00	39,322.00
0019	113	TRCK DRIVER I	34,167.00	0.00	34,167.00	0	0.00	0.00	34,167.00	34,167.00	0.00	0.00	0.00	0.00	0.00	34,167.00
0020	113	HEAVY EQ OP III	34,167.00	0.00	34,167.00	0	0.00	0.00	34,167.00	34,167.00	0.00	0.00	0.00	0.00	0.00	34,167.00
0021	113	MAINTENANCE III	34,167.00	0.00	34,167.00	0	0.00	0.00	34,167.00	34,167.00	0.00	0.00	0.00	0.00	0.00	34,167.00
0022	113	HEAVY EQ OP I	34,167.00	0.00	34,167.00	0	0.00	0.00	34,167.00	34,167.00	1,020.00	0.00	0.00	0.00	0.00	35,187.00
0023	113	MAINTENANCE III	34,167.00	0.00	34,167.00	0	0.00	0.00	34,167.00	34,167.00	360.00	0.00	0.00	0.00	0.00	34,527.00
0024	113	MAINTENANCE II	34,167.00	0.00	34,167.00	0	0.00	0.00	34,167.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0025	113	MAINTENANCE III	34,167.00	0.00	34,167.00	0	0.00	0.00	34,167.00	34,167.00	0.00	0.00	0.00	0.00	0.00	34,167.00
0028	113	TRAFFIC CONTROL SPECIALIST I	33,619.00	0.00	33,619.00	0	0.00	0.00	33,619.00	33,619.00	0.00	0.00	0.00	0.00	0.00	33,619.00
0029	113	MECHANIC II	32,578.00	0.00	32,578.00	0	0.00	0.00	32,578.00	32,578.00	480.00	0.00	0.00	0.00	0.00	33,058.00
0030	113	HEAVY EQ OP II	31,771.00	0.00	31,771.00	0	0.00	0.00	31,771.00	31,771.00	1,440.00	0.00	0.00	0.00	0.00	33,211.00
0031	113	MAINTENANCE III	31,190.00	0.00	31,190.00	0	0.00	0.00	31,190.00	31,190.00	0.00	0.00	0.00	0.00	0.00	31,190.00
0036	113	HEAVY EQ OP II	29,852.00	0.00	29,852.00	0	0.00	0.00	29,852.00	23,169.00	0.00	0.00	0.00	0.00	0.00	23,169.00
0037	113	MAINTENANCE II	29,852.00	0.00	29,852.00	0	0.00	0.00	29,852.00	26,201.00	0.00	0.00	0.00	0.00	0.00	26,201.00
0038	113	HEAVY EQ OP II	29,852.00	0.00	29,852.00	0	0.00	0.00	29,852.00	29,852.00	0.00	0.00	0.00	0.00	0.00	29,852.00
0039	113	TRCK DRVER III	29,031.00	0.00	29,031.00	0	0.00	0.00	29,031.00	29,031.00	300.00	0.00	0.00	0.00	0.00	29,331.00
0041	113	TRCK DRVER III	28,026.00	0.00	28,026.00	0	0.00	0.00	28,026.00	28,026.00	960.00	0.00	0.00	0.00	0.00	28,986.00
0042	113	MAINTENANCE II	27,562.00	0.00	27,562.00	0	0.00	0.00	27,562.00	27,562.00	0.00	0.00	0.00	0.00	0.00	27,562.00
0043	113	TRCK DRVER III	27,562.00	0.00	27,562.00	0	0.00	0.00	27,562.00	27,562.00	0.00	0.00	0.00	0.00	0.00	27,562.00
0044	113	TRCK DRIVER I	26,607.00	0.00	26,607.00	0	0.00	0.00	26,607.00	26,607.00	0.00	0.00	0.00	0.00	0.00	26,607.00
0045	113	HEAVY EQUIPMENT OPERATOR III	26,607.00	0.00	26,607.00	0	0.00	0.00	26,607.00	26,607.00	0.00	0.00	0.00	0.00	0.00	26,607.00
0046	113	HEAVY EQ OP I	26,334.00	0.00	26,334.00	0	0.00	0.00	26,334.00	26,334.00	600.00	0.00	0.00	0.00	0.00	26,934.00
0047	113	TRCK DRVER III	26,334.00	0.00	26,334.00	0	0.00	0.00	26,334.00	26,334.00	0.00	0.00	0.00	0.00	0.00	26,334.00
0048	113	TRCK DRVER III	26,000.00	0.00	26,000.00	0	0.00	0.00	26,000.00	26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00
0049	113	TRCK DRVER III	26,000.00	0.00	26,000.00	0	0.00	0.00	26,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0050	113	TRCK DRVER III	26,000.00	0.00	26,000.00	0	0.00	0.00	26,000.00	26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00
0053	113	MAINTENANCE I	25,236.00	0.00	25,236.00	0	0.00	0.00	25,236.00	21,635.00	0.00	0.00	0.00	0.00	0.00	21,635.00
0054	113	HEAVY EQ OP I	25,033.00	0.00	25,033.00	0	0.00	0.00	25,033.00	25,033.00	360.00	0.00	0.00	0.00	0.00	25,393.00
0055	113	DATA ENTRY CLERK	23,988.00	0.00	23,988.00	0	0.00	0.00	23,988.00	23,988.00	0.00	0.00	0.00	0.00	0.00	23,988.00
0056	113	TRCK DRVER III	23,985.00	0.00	23,985.00	0	0.00	0.00	23,985.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0057	113	MAINTENANCE I	23,635.00	0.00	23,635.00	0	0.00	0.00	23,635.00	21,635.00	0.00	0.00	0.00	0.00	0.00	21,635.00
0058	113	MAINTENANCE I	23,635.00	0.00	23,635.00	0	0.00	0.00	23,635.00	23,635.00	0.00	0.00	0.00	0.00	0.00	23,635.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

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PCT. 1 RD MAINTENANCE

Slot #	Obj Code	POSITION TITLE	2010 BUDGETED SALARY	2011 ADJUSTED SALARY	2011 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2011 BUDGETED SALARY APPROVED	2011 ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0073	113	MAINTENANCE III	33,600.00	0.00	33,600.00	0	0.00	0.00	33,600.00	33,600.00	0.00	0.00	0.00	0.00	0.00	33,600.00
0074	113	TIRE REPAIR	24,000.00	0.00	24,000.00	0	0.00	0.00	24,000.00	24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00
0078	113	DIESEL MECHANIC	42,000.00	0.00	42,000.00	0	0.00	0.00	42,000.00	42,000.00	0.00	0.00	0.00	0.00	0.00	42,000.00
0080	113	MATERIAL MANAGEMENT MANAGER	40,000.00	0.00	40,000.00	0	0.00	0.00	40,000.00	40,000.00	0.00	0.00	0.00	0.00	0.00	40,000.00
0085	113	EXECUTIVE ASST	59,568.00	0.00	59,568.00	0	0.00	0.00	59,568.00	59,568.00	0.00	0.00	0.00	5,000.00	0.00	64,568.00
0090	113	ADMINISTRATIVE ASSISTANT V	49,000.00	0.00	49,000.00	0	0.00	0.00	49,000.00	49,000.00	540.00	0.00	0.00	0.00	0.00	49,540.00
0091	113	DIRECTOR OF ROAD & BRIDGE	57,555.00	12,445.00	70,000.00	0	0.00	0.00	70,000.00	60,000.00	0.00	0.00	0.00	0.00	0.00	60,000.00
0093	113	HEAVY EQ OP II	25,256.00	0.00	25,256.00	0	0.00	0.00	25,256.00	25,256.00	0.00	0.00	0.00	0.00	0.00	25,256.00
0095	113	MAINTENANCE III	23,993.00	0.00	23,993.00	0.00	0.00	0.00	23,993.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0096	113	TRAFFIC SPECIALIST I	20,049.00	0.00	20,049.00	0	0.00	0.00	20,049.00	20,049.00	0.00	0.00	0.00	0.00	0.00	20,049.00
0097	113	TRAFFIC SPECIALIST I	20,049.00	0.00	20,049.00	0	0.00	0.00	20,049.00	20,049.00	0.00	0.00	0.00	0.00	0.00	20,049.00
0099	113	CLERK I	21,164.00	0.00	21,164.00	0	0.00	0.00	21,164.00	21,164.00	0.00	0.00	0.00	0.00	0.00	21,164.00
0100	113	CLERK III	23,993.00	0.00	23,993.00	0.00	0.00	0.00	23,993.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0101	113	CREW LEADER II	0.00	42,000.00	42,000.00	0	0.00	0.00	42,000.00	39,500.00	540.00	0.00	0.00	0.00	0.00	40,040.00
0102	113	SUPERVISOR	0.00	36,766.00	36,766.00	0	0.00	0.00	36,766.00	36,766.00	0.00	0.00	0.00	0.00	0.00	36,766.00
0103	113	ASSET MANAGEMENT SUPERVISOR	0.00	52,254.00	52,254.00	0	0.00	0.00	52,254.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0104	113	SHOP FOREMAN	0.00	42,000.00	42,000.00	0	0.00	0.00	42,000.00	42,000.00	0.00	0.00	0.00	0.00	0.00	42,000.00
0105	113	VECTOR SPECIALIST	0.00	32,051.00	32,051.00	0	0.00	0.00	32,051.00	32,051.00	0.00	0.00	0.00	0.00	0.00	32,051.00
0106	113	CREW LEADER II	0.00	41,578.00	41,578.00	0	0.00	0.00	41,578.00	41,578.00	1,080.00	0.00	0.00	0.00	0.00	42,658.00
0107	113	SAFETY COORDINATOR	0.00	38,000.00	38,000.00	0	0.00	0.00	38,000.00	38,000.00	0.00	0.00	0.00	0.00	0.00	38,000.00
0108	113	TRUCK DRIVER III	0.00	30,489.00	30,489.00	0	0.00	0.00	30,489.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0109	113	HEAVY EQUIP. OPERATOR III	0.00	29,458.00	29,458.00	0	0.00	0.00	29,458.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0110	113	TRUCK DRIVER III	0.00	30,489.00	30,489.00	0	0.00	0.00	30,489.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0111	113	CREW LEADER II	0.00	38,500.00	38,500.00	0	0.00	0.00	38,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0112	113	CREW LEADER II	0.00	38,500.00	38,500.00	0	0.00	0.00	38,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0113	113	CREW LEADER I	0.00	31,520.00	31,520.00	0	0.00	0.00	31,520.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0114	113	TRUCK DRIVER III	0.00	30,489.00	30,489.00	0	0.00	0.00	30,489.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0115	**113**	**CREATE THE FOLLOWING: ↓ MAINTENANCE**	**0.00**	**38,000.00**	**38,000.00**	**0**	**0.00**	**0.00**	**38,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			1,379,007.00	564,539.00	1,638,101.00		0.00	0.00	1,943,546.00	1,491,274.00	7,680.00	0.00	0.00	5,000.00	0.00	1,503,954.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1200-431-00-121-005-0

AI - 27454

PCT. 1 RD MAINTENANCE

Slot #	Obj Code	POSITION TITLE	2010 BUDGETED SALARY	2011 ADJUSTED SALARY	2011 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2011 BUDGETED SALARY APPROVED	2011 ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	

Approval to create the above highlighted position.
Personnel actions pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1200-431-00-121-004-0

AI - 27454

PCT. 1 ADMINISTRATION

Slot #	Obj Code	POSITION TITLE	2010 BUDGETED SALARY	2011 ADJUSTED SALARY	2011 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2011 BUDGETED SALARY APPROVED	2011 ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	EXEC. ASST. FOR COMMUNITY & INTE	85,000.00	0.00	85,000.00	0	0.00	0.00	85,000.00	85,000.00	0.00	0.00	0.00	0.00	0.00	85,000.00
0002	113	DIRECTOR OF MANAGEMENT SUPPOR	0.00	65,000.00	65,000.00	0	0.00	0.00	65,000.00	60,000.00	660.00	0.00	0.00	0.00	0.00	60,660.00
0003	113	ADMINISTRATIVE ASSISTANT IV	0.00	50,000.00	50,000.00	0	0.00	0.00	50,000.00	50,000.00	0.00	0.00	0.00	0.00	0.00	50,000.00
0005	113	COMMUNITY LIAISON	0.00	55,000.00	55,000.00	0	0.00	0.00	55,000.00	50,000.00	0.00	0.00	0.00	0.00	0.00	50,000.00
0006	113	PERSONNEL SPECIALIST	0.00	52,000.00	52,000.00	0	0.00	0.00	52,000.00	46,000.00	0.00	0.00	0.00	0.00	0.00	46,000.00
0007	113	ACCOUNTANT III	0.00	50,000.00	50,000.00	0	0.00	0.00	50,000.00	48,500.00	360.00	0.00	0.00	0.00	0.00	48,860.00
0008	113	CLERK IV	0.00	37,000.00	37,000.00	0	0.00	0.00	37,000.00	32,500.00	0.00	0.00	0.00	0.00	0.00	32,500.00
0009	113	CLERK IV	0.00	37,000.00	37,000.00	0	0.00	0.00	37,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0010	113	CLERK IV	0.00	37,000.00	37,000.00	0	0.00	0.00	37,000.00	36,000.00	480.00	0.00	0.00	0.00	0.00	36,480.00
		CREATE THE FOLLOWING: ↓														
0011	**113**	**CLERK IV**	**0.00**	**35,500.00**	**35,500.00**	**0**	**0.00**	**0.00**	**35,500.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
0012	**113**	**ADMINISTRATIVE ASST. IV**	**0.00**	**48,000.00**	**48,000.00**	**0**	**0.00**	**0.00**	**48,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
0013	**113**	**CLERK**	**0.00**	**27,500.00**	**27,500.00**	**0**	**0.00**	**0.00**	**27,500.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
0014	**113**	**CALL CENTER MANAGER**	**0.00**	**51,000.00**	**51,000.00**	**0**	**0.00**	**0.00**	**51,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
0015	**113**	**ADMINISTRATIVE ASST. III**	**0.00**	**36,000.00**	**36,000.00**	**0**	**0.00**	**0.00**	**36,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
0016	**113**	**CLERK**	**0.00**	**27,500.00**	**27,500.00**	**0**	**0.00**	**0.00**	**27,500.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			85,000.00	608,500.00	693,500.00		0.00	0.00	693,500.00	408,000.00	660.00	0.00	0.00	0.00	27,454.00	145,660.00

Approval to create the above highlighted positions.
Personnel actions pending CC approval.

DATE: July 8, 2011

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for Pct. 1 Adm.

2011
Interfund Transfer

ACCOUNT NUMBER: **1-1X00-4XX-00-1XX-00X-0-XXX**

CONTACT PERSON: Sylvia V. Solis **PHONE:** 292-7025 ext. 5423

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
1-1100-415-00-115-002-0- 899	CO WIDE ADM-CONTINGENCY	(137,014.39)
1-1100-491-01-000-200-0- 891	**Transfer Out - R&B CO. WIDE**	**137,014.39**
TO		
1-1200-391-01-000-100-0- 000	**Transfers In - General Fund**	**137,014.39**
1-1200-431-00-121-004-0- 113	PCT 1 RD ADM.- REG F/T EMPLOYEES	107,546.15
1-1200-431-00-121-004-0- 211	PCT 1 RD ADM. - HEALTH INSURANCE	10,301.52
1-1200-431-00-121-004-0- 212	PCT 1 RD ADM. - LIFE INSURANCE	77.28
1-1200-431-00-121-004-0- 220	PCT 1 RD ADM. - FICA	8,227.28
1-1200-431-00-121-004-0- 230	PCT 1 RD ADM. - RETIREMENT	10,324.43
1-1200-431-00-121-004-0- 250	PCT 1 RD ADM. - UNEMPLOYMENT COMP	537.73
	TOTAL BUDGET INCREASE (DECREASE)	**137,014.39**

REASON: Interfund transfer from Co. Wide Administration to Pct. 1 Adm. to fund salaries and related fringe benefit expenditures for position(s) created related to the C-1135-10-G; Jose Luis Salas, et al v. County of Hidalgo Law suit case.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** / / **ATTEST COUNTY CLERK**

DATE: July 8, 2011

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for Pct. 1 Rd Maintenance

2011
Interfund Transfer

ACCOUNT NUMBER: **1-1X00-4XX-00-1XX-00X-0-XXX**

CONTACT PERSON: Sylvia V. Solis **PHONE:** 292-7025 ext. 5423

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
1-1100-415-00-115-002-0- 899	CO WIDE ADM-CONTINGENCY	(23,069.74)
1-1100-491-01-000-200-0- 891	**Transfer Out - R&B CO. WIDE**	**23,069.74**
TO		
1-1200-391-01-000-100-0- 000	**Transfers In - General Fund**	**23,069.74**
1-1200-431-00-121-005-0- 113	PCT 1 RD MAINT.- REG F/T EMPLOYEES	18,123.08
1-1200-431-00-121-005-0- 211	PCT 1 RD MAINT. - HEALTH INSURANCE	1,716.92
1-1200-431-00-121-005-0- 212	PCT 1 RD MAINT. - LIFE INSURANCE	12.88
1-1200-431-00-121-005-0- 220	PCT 1 RD MAINT. - FICA	1,386.42
1-1200-431-00-121-005-0- 230	PCT 1 RD MAINT. - RETIREMENT	1,739.82
1-1200-431-00-121-005-0- 250	PCT 1 RD MAINT. - UNEMPLOYMENT COMP	90.62
	TOTAL BUDGET INCREASE (DECREASE)	**23,069.74**

REASON: Interfund transfer from Co. Wide Administration to Pct. 1 Rd Maintenance to fund salaries and related fringe benefit expenditures for position(s) created related to the C-1135-10-G; Jose Luis Salas, et al v. County of Hidalgo Law suit case.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-27394 **7.A.**

Operation Stonegarden 2008 Grant

CC REGULAR

Date:	07/12/2011
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Operation Stonegarden (1284):
1. Authorization and approval to accept an extension for the 2008 Operation Stonegarden Grant. (New termination date is 07/31/11.)
2. Authorization and approval for County Judge as authorized official to sign required documents.
3. Authorization to de-obligate remaining amounts in five (5) of the participating cities and transferring of amounts to the 2008 Operation Stonegarden Sheriff's Office grant budget.

a. Alton--$4,962.25
b. Donna--$7,221.05
c. Hidalgo--$4,020.64
d. Palmview--$610.95
e. Pharr--$703.04

BACKGROUND

Prior grant period: 09/01/08 to 05/01/11

Grant Number: 2008-SG-T8-0009 (Federal)
08-48215-01 (SAA--State Administrative Agency)

Grant was awarded to the Hidalgo County Sheriff's Office and seven (7) city police departments: Alton, Donna, Hidalgo, La Joya, Mission, Palmview, and Pharr.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact. Remaining funds are being transferred from cities to HCSO.

Attachments

Link: OSG08.extension

Link: OSG08.deobligation

Link: budget amendments

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	07/06/2011 03:42 PM	APRV
2	Manuel Chapa	Manuel Chapa	07/08/2011 09:19 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	07/08/2011 02:23 PM	APRV
4	Auditor's Office	Arcilia Duran	07/08/2011 02:28 PM	APRV
5	Purchasing Department		07/08/2011 04:40 PM	NEW

Form Started By: Emilia Uriegas

Started On: 07/05/2011 02:56 PM

Final Approval Date: 07/08/2011

Texas Homeland Security

2008

Grant Adjustment Notice

For

Hidalgo County

Date of Award
06/30/2011

1. Sub-Recipient Name and Address

Ramon Garcia
Hidalgo County Judge
1615 South Closner
Edinburg, TX 78539

2. Prepared By: Paynter

3. SAA Award Number: 08-48215-01

4. Federal Grant Information

Federal Grant Title: Operation Stonegarden Grant (OSG)

Federal Grant Award Number: 2008-SG-T8-0009

Date Award Granted to GDEM: September 3, 2008

Federal Grant Agency: Federal Emergency Management Agency
Dept. of Homeland Security Preparedness Directorate

5. Award Amount and Grant Breakdown

Total Award Amount
$ 2,480,000.00

NOTE: Additional Budget Sheets (Attachment A): ☐ YES ☒ NO

OSG CFDA 97.067
$ 2,480,000.00

This award supersedes all previous awards. Performance Period: Sep 1, 2008 To Jul 31, 2011

6. Statutory Authority for Grant: This project is supported under Public Law 110-329, the Department of Homeland Security Appropriation Act of 2009.

7. Method of Payment: Primary method is reimbursement. See the enclosed instructions for the process to follow in the submission of invoices.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov.

9. Agency Approval

Approving TxDPS Official:

Machelle Pharr, Deputy Assistant Director
State Administrative Agency
Texas Department of Public Safety

Signature of TxDPS Official:

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:

RAMON GARCIA
COUNTY JUDGE

Signature of Sub-recipient Official:

11. Enter Employer Identification Number (EIN)/Federal Texas Identification Number:

746000717

12. Date Signed:

13. DATE DUE: 07/15/2011

Signed award and Direct Deposit Form (if applicable) must be returned to GDEM on or before the above due date.

TERMS AND CONDITIONS

Parties to Sub-recipient Agreement

This Sub-recipient agreement is made and entered into by and between the Texas Homeland Security Management/State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "THS" and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, THS and the Sub-recipient are collectively hereinafter referred to as the "Parties." By this Sub-recipient agreement's execution, the Parties have severally and collectively agreed to be bound to the mutual obligations and to the performance and accomplishment of the tasks described in this Sub-recipient agreement. The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2008 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and in the agreement.

Sub-recipient Purpose and Overview

A. Purpose and Overview. Sub-grant funds provided shall be used to provide law enforcement and emergency response communities with enhanced capabilities for detecting, deterring, disrupting, preventing, and responding to potential threats of manmade, natural disasters and acts of terrorism. The Sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the Homeland Security Grant Program Guidelines and Application Kit for that fiscal year and must support the goals and objectives included in the State Homeland Security Strategic Plan and the Urban Area Homeland Security (UASI) Strategies. The funds must be used to conform with the State Homeland Security Strategic Plan, follow the projects outlined in the approved investment justifications used to make the FY 2008 grant application and as described in the federal program guidelines found at www.fema.gov/pdf/government/grant/hsgp/fy08_hsgp_guide.pdf . Further, as outlined in the 2008 grant guidance, 2008 HSGP will focus on three objectives as the highest priorities. These three objectives are: 1. Measuring progress toward achieving the National Preparedness Guidelines; 2. Strengthening improvised explosive device (IED) attack deterrence, prevention, and protection capabilities; and 3. Strengthening preparedness planning. At least 25 percent of the total FY 2008 HSGP funding must be dedicated toward enhancing capabilities related to objectives 2 and 3 as identified above. The 25 percent requirement applies to the total award amount for each State across all four programs, not individual awards for SHSP, UASI, MMRS, and CCP.

B. Standard of Performance. The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by its Council of Governments (COG) and by the State Administrative Agency (SAA). The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement and the:

1. Applicable Laws and Regulations, hereinafter referred to as "Exhibit A";
2. Certifications, hereinafter referred to as "Exhibit B"; and
3. Certification Regarding Lobbying for Sub-recipient Agreements, Grants, Loans, and Cooperative Agreements, hereinafter referred to as "Exhibit C".

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

THS Obligations

A. Measure of Liability. THS shall be liable for actual and reasonable costs incurred by the Sub-recipient during the Sub-recipient agreement period for performances rendered under this Sub-recipient agreement by the Sub-recipient, subject to the limitations set forth in this Section. THS shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

B. Sub-recipient Agreement Funds Defined and Limit of Liability. The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by THS under the HSGP program. The term

"Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

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

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

Suspension

Notwithstanding the provisions of Chapter 2251, Texas Government Code, in the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, THS may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

Termination

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

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

B. Parties' Right to Terminate. In addition to THS's right to terminate specified in Subsection A of this section, both Parties shall have the right to terminate this Sub-recipient agreement, in whole or in part, when the Parties agree that the continuation of the activities funded under this Sub-recipient agreement would not produce beneficial results commensurate with the further expenditure of Sub-recipient agreement funds. The Parties shall agree, in writing, upon the termination conditions, including the effective date of termination and in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

Conflict of Interest

A. Financial Interest Prohibited. A conflict of interest may arise when the employee, officer or agent; any member of his or her immediate family; his or her partner; or, any organization that employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform a subcontract pursuant to this Sub-recipient agreement. The Sub-recipient shall ensure that no employee, officer, or agent of the Sub-recipient shall participate in the selection, in the award or administration of a subcontract supported by Sub-recipient agreement funds pursuant to this Sub-recipient agreement and comply with Chapter 171, Texas Local Government Code.

B. Other Prohibited Interests. In all cases not governed by Subsection A of this Section and except for eligible administrative or personnel costs, no person who is an employee, agent, consultant, officer, elected official, appointed official of the Sub-recipient or of a subcontractor of the Sub-recipient, in Subsection C of this Section who exercises or have exercised any functions or responsibilities with respect to the activities assisted under this Sub-recipient agreement or any other HSGP Sub-recipient agreement who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, have an interest in or benefit from the activity or have any interest in any Sub-recipient agreement, subcontract or agreement with respect to the activities or the proceeds either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

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

Monitoring

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

Audit

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

B. THS's Right to Audit. Notwithstanding Subsection A of this Section, THS reserves the right to conduct a financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit THS or its authorized representative to audit the Sub-recipient's records and to obtain any documents, materials or information necessary to facilitate such audit.

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

D. Sub-recipient's Facilitation of Audit. The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as THS may require of the Sub-recipient.

E. State Auditor's Office. The Sub-recipient understands that acceptance of Sub-recipient agreement funds acts as acceptance of the authority of the State Auditor's Office or any successor agency to conduct an audit or investigation in connection with these funds. The Sub-recipient further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

For FY 2008, the NIMSCAST will be the required means to report NIMS compliance for FY 2009 preparedness award eligibility. All State and Territory direct preparedness Sub-recipients will be required to submit their compliance assessment via the NIMSCAST by September 30, 2008. The State or Territory department/agency awardee reserves the right to determine compliance reporting requirement of their sub-awardees (locals) in order to disperse funds at the local level.

Reimbursement

Sub-recipient agrees to make no request for reimbursement prior to return of this agreement signed by the authorized Sub-recipient representative. Sub-recipient also agrees to make no request for reimbursement for goods or services procured by Sub-recipient prior to the performance period start date of this agreement.

A. Request for Advance or Reimbursement. The Sub-recipient shall submit to THS, a properly completed Local Purchase Submission Cover Sheet as often as actually needed. THS retains the authority to approve or deny amount requested and shall not make disbursement of any such payment until THS has reviewed

and approved such a request. The Local Purchase Submission Cover Sheet shall be supported by documentation as referenced by the SAA web-based grants management system and subsequent policy updates.

B. Request for Advance Funds and Transfer of Funds. The Sub-recipient's requests for an advance of Sub-recipient agreement funds shall be limited to the minimum amounts needed for effective operation of their project(s) under this Sub-recipient agreement and shall be timed as closely as possible to be in accord with actual cash requirements. The Sub-recipient shall establish procedures to minimize the time elapsing between the transfer of funds from THS to the Sub-recipient and shall ensure that such funds are disbursed within fifteen (15) days or as soon as administratively possible.

C. Payment Contingent. Notwithstanding the provisions of Subsection A of this Section, payments under this Sub-recipient agreement are contingent upon the Sub-recipient's performance of its contractual obligations.

Urban Areas Security Initiative (UASI) Grants

A. If the Sub-recipient is a participant in a UASI program, during the performance period of this grant, Sub-recipient agrees to adhere to the UASI strategy, goals, objectives, and implementation steps.

B. Sub-recipient agrees that, during the performance period of this grant, all communications equipment purchases must be reviewed and approved by the Regional Interoperable Communications Committee and the UASI points of contact (voting members), if applicable.

UASI Non-Profit Security Grant Program (NSGP)

A. The Sub-recipient agrees that all allocations, uses of funds, and other associated program and administrative requirements under this grant will be in accordance with the Fiscal Year (FY) 2008 UASI Non-Profit Security Grant Program (NSGP) Program Guidance and Application Kit, Information Bulletin number 252, and the FY 2008 UASI NSGP Frequently Asked Questions (FAQs) Parts 1 and 2. All grant Sub-recipients are assumed to have read, understood, and accepted the FY 2008 UASI NSGP Program Guidance and Application Kit, Information Bulletin Number 252 and the FAQs as binding.

B. Sub-recipients must meet a 75 percent Federal-25 percent Sub-recipient soft match requirement. Sub-recipient contributions must be from non-Federal sources. For all costs other than training, the Sub-recipients match may be met through cash, training investments related to use of allowable equipment purchased with the grant, or training investments related to general purpose security and emergency preparedness for staff. In the case of training projects, awardees must meet the matching requirement through cash. In no event can regular personnel costs such as salary, overtime, or other operational costs unrelated to training be used to satisfy the matching requirement.

C. Non-governmental organization Sub-recipients are required to meet certain National Incident Management System (NIMS) compliance requirements. All emergency preparedness, response, and/or security personnel in the non-profit organization participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant are compelled to complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes IS-700 NIMS: An Introduction.

D. Sub-recipients are responsible for keeping a copy of the 501(c)(3) registration number or IRS Letter of Recognition of Sub-grantees on file. Those Sub-recipients who submitted investment justifications, subsequently selected for award, by non-profit organizations which do not hold or have not formally applied for a 501(c)(3) registration number, are responsible for maintaining an affidavit and/or other indicia certifying or verifying their 501(c)(3) compliance on file for review by DHS, in accordance with the FY 2008 UASI NSGP Q&A Part 2.

E. FY 2008 UASI NSGP allowable equipment costs include only the two Authorized Equipment List (AEL) categories identified in the FY 2008 UASI HSGP Program Guidance and Application Kit. These categories are 1) Physical Security Enhancement Equipment, and 2) Inspection and Screening Systems. All allowable equipment costs must fall within these two categories. Interoperable communications equipment, aesthetic enhancement, including business, shrubs, or flowers, general-use vehicles, or related general-use equipment is prohibited under this grant program if it does not fall within one of the two previously identified AEL categories. Additionally, any costs associated with exercises are strictly prohibited. All other training

and management and administrative (M&A) costs must be in accordance with the FY 2008 UASI NSGP Program Guidance and Application Kit, Information Bulletin Number 252, and the FY 2008 NSGP FAQs, Parts 1 and 2.

F. The Sub-recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U. S. Department of Homeland Security."

Interoperable Communication Project Compliance

1. Before a local jurisdiction may submit a project for consideration by the State, a preliminary review must be done at the regional level by the Communications Committee or some similar group of the appropriate Council of Governments, Development Council or Planning Council. (Where possible, reviewers should represent a cross-section of the communications community and include representatives from cities, counties and Tribes where appropriate; conventional and trunked systems, and VHF, UHF, 700 MHz, 800 MHz and 900 MHz systems.) Jurisdictions must have baseline information (towers and POC/name) entered into CASM to show the jurisdictions' commitment to adhere to the SCIP. Projects that are deemed to satisfactorily meet the State's Plan will be submitted to the State for formal review.

National Incident Management System (NIMS) and the Incident Command System (ICS)

Sub-recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. NIMS compliance for 2008 must be achieved by completing actions outlined in the NIMS implementation Matrix.

A. Adoption. The jurisdiction or organization must have formally adopted NIMS as its incident management system through ordinance, court order, or resolution. A copy of the adoption document should be provided to the Preparedness Section of the Division of Emergency Management.

B. Implementation. The jurisdiction or organization must be implementing the principles and policies of NIMS/ICS, including these major requirements:

1. Identifying specific NIMS training requirements for local emergency responder and emergency management positions; then obtaining or providing required training, and documenting it. For further information on NIMS training, see: http://www.fema.gov/emergency/nims/nims_training.shtm
2. Updating jurisdiction or organization emergency plans and procedures to address the NIMS/ICS organizational structure, major functions, concepts, policies, and procedures.
3. Utilizing NIMS/ICS for day-to-day all-hazard emergency response and during exercises.
4. Participating in local, regional, or intrastate mutual aid programs.
5. Maintaining an inventory of emergency response assets (Texas Regional Resource Network), and identifying key assets by resource typing standards developed by FEMA to facilitate multi-agency response. For resource typing information, see: http://www.fema.gov/emergency/nims/rm/rt.shtm . This is accomplished by registering with the Texas Regional Resource Network (TRRN) and updating the information regularly. Additionally, a certification form must be on file with THS for every county and local jurisdiction.
6. Complete the NIMS baseline assessment and develop a local NIMS implementation plan.
7. Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions.
8. All Primary jurisdictions must possess an independent NIMSCAST account.

For a more detailed description of these requirements, as well as other NIMS implementation requirements, see http://www.fema.gov/pdf/emergency/nims/imp_mtrx_states.pdf

FY 08 NIMS implementation requirements must be completed by September 30, 2008.

Other Requirements (These requirements DO NOT apply to NSGP Sub-recipients)

A. During the performance period of this grant, Sub-recipients must maintain an emergency management plan at the intermediate Level of planning preparedness or higher, as prescribed by THS. This may be

accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If THS identifies deficiencies in the Sub-recipient's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from THS.

B. Projects identified in the SAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable 12 approved project investments for the period of performance of the grant.

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

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

E. Sub-recipients must submit Fiscal Year 2008 Indirect Cost Allocation Plan signed by Cognizant Agency. Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form.

F. Council of Governments (COG) will follow guidelines listed in the FY 08 COG Statement of Work.

G. Up to 15% of the program funds for SHSP, UASI and LETPP may be used to support the hiring of full or part-time personnel to conduct program activities that are allowable under the FY 2007 HSGP (i.e., planning, training program management, exercise program management, etc) The ceiling on personnel costs does not apply to contractors, and is in addition to eligible management and administrative (M&A) costs and eligible hiring of intelligence analysts. Sub-recipients may hire staff only for program management functions, not operational duties. Hiring planners, training program coordinators, exercise managers, and grant administrators fall within the scope of allowable program management functions.

H. The State's 24 planning regions are voluntary associations of local governments organized pursuant to state law as regional planning commissions, councils of government, development councils, and area councils. It is recognized that one of the major functions of state planning regions as homeland security grant Sub-recipients is to perform a wide variety of planning and some program administration for both their region and on behalf of the cities and counties within the region that may also be homeland security grant Sub-recipients.

Closing The Grant

A. The Sub-recipient must have all equipment ordered by January 14, 2010. The last day for submission of invoices is February 28, 2011.

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

C. THS/SAA will unilaterally close out this grant if sub recipient does not reconcile account and sign closeout GAN by May 31, 2011.

Restrictions, Disclaimers and Notices

A. Approval of this award does not indicate approval of any consultant rate in excess of $450 per day. A detailed justification must be submitted to and approved by THS/SAA prior to obligation or expenditure of such funds.

B. in cases where local funding is established by COGs, release of funds by THS is contingent upon regional funding allocation approval by the Sub-recipient's COG governing board.

C. Notwithstanding any other agreement provisions, the parties hereto understand and agree that THS's obligations under this agreement are contingent upon the receipt of adequate funds to meet THS's liabilities hereunder. THS shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.

D. Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day.

Chief
Division of Emergency Management
Homeland Security Office of the Governor
PO Box 4087
Austin, TX 78773-0220

Uniform Administrative Requirements, Cost Principals, Audit Requirements and Program Income

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with all Applicable Laws and Regulations, Exhibit A, but specifically with:

A. Administrative Requirements

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

B. Cost Principles

1. 2C.F.R. Part 225, Cost Principles for State, Local and Tribal Governments
2. 2C.F.R. Part 220, Cost Principals for Education Institutions
3. 2C.F.R. Part 230, Cost Principles for Non-Profit Organizations
4. Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations

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

Retention And Accessibility Of Records

A. Retention of Records. The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to OMB Circular A-87, 44 C.F.R. § 13.42 and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this project's public objective (close of the Sub-recipient agreement), including program requirements and financial obligations, or the period of time required by other applicable laws and regulations as described in Exhibit A.

B. Access to Records. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Inspector General, the General Accounting Office, the Auditor of the State of Texas, THS, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of HSGP funds. Such rights to access

shall continue as long as the records are retained by the Sub-recipient. The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Chapter 552, Texas Government Code.

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

Subcontracts

A. THS's Approval of Subcontract and Liability. The Sub-recipient may subcontract for performances described in this Sub-recipient agreement without obtaining THS's prior written approval.

B. Sub-recipient Liability. In no event shall any provision of this Section be construed as relieving the Sub-recipient of the responsibility for ensuring that the performances rendered under all subcontracts comply with all of this Sub-recipient agreement's terms as if such performances rendered were rendered by the Sub-recipient. THS's approval under this Section does not constitute adoption, ratification or acceptance of the Sub-recipient's or a subcontractor's performance.

C. Applicable Law. The Sub-recipient shall comply with 44 C.F.R. § 13.1-13.52 and all applicable federal and state laws outlined in Exhibit A and local laws, regulations and ordinances related to making procurements under this Sub-recipient agreement.

D. Escrow Retainage for Construction Contracts. THS shall require Sub-recipient to maintain an escrow retainage of the Sub-recipient agreement funds budgeted for construction and rehabilitation in the amount of five percent (5%) of each construction and/or rehabilitation subcontract entered into by the Sub-recipient. Before the retainage fees for construction contracts are released, THS shall receive a complete and executed Certificate of Construction Completion and Final Wage Compliance Report and the Sub-recipient shall certify it has received as-built plans for this Sub-recipient agreement's funded construction activities.

Legal Authority

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

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

Notice Of Litigation and Claims

The Sub-recipient shall give THS immediate notice in writing of:

1. any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out the performance of any subcontract under this Sub-recipient agreement; and
2. any claim against the Sub-recipient, the cost and expense of which the Sub-recipient may be entitled to be reimbursed by HSGP.

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

Indemnification

To the extent permitted by law, the Sub-recipient agrees to hold THS harmless and to indemnify THS from and against any and all claims, demands and causes of action of every kind and character that may be asserted by any party occurring or in any way incident to, arising out of or in connection with the services to be performed by the Sub-recipient pursuant to this Sub-recipient agreement.

Changes and Amendments

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

B. Authority to Amend. This Sub-recipient agreement's performances shall be rendered in accordance with the Act, Exhibit A, the assurances and certifications made to THS by the Sub-recipient and the assurances and certifications made to DHS by the State of Texas with regard to the operation of the HSGP. Amendments may further be amended by THS, during the period of this Sub-recipient agreement's performance as THS issues policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements. Such policy directives shall be promulgated by THS in the form of information Bulletins and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.

C. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. Federal Emergency Management Agency (FEMA) periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. FEMA's National Preparedness Directorate information Bulletins can be accessed at http://www.ojp.usdoj.gov/odp/docs/bulletins.htm and are incorporated by reference into this sub-grant.

Headings

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

Oral and Written Agreements

A. Prior Agreements. All oral and written agreements between the Parties relating to this Sub-recipient agreement's subject matter that were made prior to Date of Execution have been reduced to writing and are contained in this Sub-recipient agreement.

B. Exhibits. The exhibits enumerated and denominated in the agreement are hereby made a part of this Sub-recipient agreement and constitute promised performances by the Sub-recipient in accordance with the Sub-recipient agreement and the Exhibits.

C. Commissioner's Signature. This Sub-recipient agreement is not effective unless signed by the Chief of THS or by his authorized designee.

Waiver

Any right or remedy provided for in this Sub-recipient agreement provision shall not preclude the exercise of any other right or remedy under this Sub-recipient agreement or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at any time.

Venue

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

THE APPLICABLE LAWS AND REGULATIONS

The Sub-recipient shall comply with the Act and regulations specified in Section 2; OMB Circular A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 44 C.F.R, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Sub-recipients shall also comply with 2C.F.R. Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, 2C.F.R. Parts 225, State and Local Governments, Part 220, Educational institutions; and Part 230, Non-Profit Organizations. Compliance with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial organizations is required. Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated hereunder and specified in State Administrative Agency Information Bulletins, Texas Uniform Grants Management Standards (UGMS) and Paragraph A through M of this Exhibit.

A. CIVIL RIGHTS - Title VI of the Civil Rights Act of 1964, as amended. (42 U.S.C. § 2000d et seq.); (44 C.F.R. 7.1) http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr7_07.html

B. HANDICAP AND ARCHITECTURAL BARRIERS - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); (44 C.F.R. 16.101) http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr16.101.htm ; The Sub-recipient shall ensure that the plans and specifications for construction of, improvements to, or the renovation of buildings, related to this project have been received by the Texas Department of Licensing and Regulation (TDLR) concerning the elimination of architectural barriers encountered by persons with disabilities as specified in Chapter 469, Texas Government Code. http://tlo2.tlc.state.tx.us/statutes/gv.toc.htm

C. ENVIRONMENTAL LAW AND AUTHORITIES - In accordance with the provisions of law cited in 44 C.F.R. § 10.8, the responsible entity shall assume the environmental responsibilities for projects under programs cited in §10.1, and in doing so shall comply with the provisions of the National Environmental Policy Act of 1969, as amended and the Council on Environmental Quality regulations contained in 40 C.F.R. parts 1500 through 1508. http://www.access.gpo.gov/nara/cfr/waisidx_07/40cfr1501_07.html ; (44 C.F.R. 10.1) http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr10.1.htm

D. LABOR STANDARDS - The Davis-Bacon Act, as amended (40 U.S.C. § 3142) http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1733+1++%28%29%20%20AND%20%28%2840%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%283142%29%29%3ACITE%20%20%20%20%20%20%20%20%20 ; The Contract Work Hours & Safety Standards Act (40 U.S.C.§ 3702) http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1775+1++%28%29%20%20AND%20%28%2840%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%283702%29%29%3ACITE%20%20%20%20%20%20%20%20%20 ; The Copeland "Anti-Kickback" Act (18 U.S.C. § 874) http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t17t20+505+0++%28%29%20%20AND%20%28%2818%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%28874%29%29%3ACITE%20%20%20%20%20%20%20%20%20

E. FREEDOM OF INFORMATION ACT – (5 U.S.C. 552); (44 C.F.R. 5.1) http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr5.1.htm

F. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 – If the Sub-recipient is a governmental entity, it must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and (Federal Assurance) - (42 U.S.C. 4601) http://www.access.gpo.gov/uscode/title42/chapter61_.html ; (44 C.F.R. 25.1) http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr25.1.htm

G. FAITH-BASED ACTIVITIES - Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 Fed. Reg. 77141) http://a257.g.akamaitech.net/7/257/2422/14mar20010800/edocket.access.gpo.gov/2002/pdf/02-31831.pdf

H. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AND THE INCIDENT COMMAND SYSTEM (ICS) – Sub-Recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level.

http://www.fema.gov/emergency/nims/nims_training.shtm

I. PROGRAM INCOME - If a Sub-recipient is approved for an advance, the funds must be deposited in a separate interest bearing account and are subject to the rules outlined in the Uniform Rule 28C.F.R. Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, at http://www.access.gpo.gov/nara/cfr/waisidx_04/28cfrv2_04.html and the Uniform Rule 28C.F.R. Part 70, Uniform Administrative Requirements for Grants and Agreements (including sub-awards) with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, at http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr70_03.html . Sub-recipients must report any interest earned to THS/SAA. Any interest earned in excess of $100 must, on a quarterly basis, be remitted to:

United States Department of Health and Human Services
Division of Payment Management Services
P.O. Box 6021
Rockville, MD 20852

J. AUDITS - The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement under the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr13.26.htm .

K. GRANT ADMINISTRATION - The Sub-recipient will also comply with Texas Government Code, Chapter 783, http://tlo2.tlc.state.tx.us/statutes/gv.toc.htm ; and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements,http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=111847&p_tloc=&p_ploc=1&pg=2&p_tac=&ti=1&pt=1&ch=5&rl=141 Sub-recipients must also comply with 44,C.F.R., Part 13, http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr13_07.html ; with 2C.F.R. Part 215 http://www.access.gpo.gov/nara/cfr/waisidx_08/2cfrv1_08.html#215 , 2C.F.R. Part 225, Part 220 and Part 230. Parts 220 and 230 are not available on-line at this time. A link will be provided as soon as it becomes available.

L. PROPERTY ADMINISTRATION – TAC Title 1, Part 5, Chapter 116, http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=3&ti=1&pt=5

M. PUBLICATIONS – 44 C.F.R., Section 13.34 http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr13.34.htm

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

2. The Sub-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the National Preparedness Directorate, United States Department of Homeland Security. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Homeland Security."

CERTIFICATIONS

I, RAMON GARCIA as ~~Mayor~~/County Judge of HIDALGO, Texas, hereinafter referred to as the "Sub-recipient," certify the following with respect to the expenditure of Sub-recipient agreement funds.

A. The Sub-recipient shall minimize displacement of persons as a result of activities assisted with Sub-recipient agreement funds.

B. The program shall be conducted and administered in conformity with the Civil Rights Act of 1964 (42 U.S.C. § 2000a et seq.)

C. As specified by THS and FEMA, in the event that displacement of residential dwellings shall occur in connection with a project assisted with HSGP funds, the Sub-recipient shall follow a residential anti-displacement and relocation assistance plan.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28C.F.R. Part 67, Section 67.510. (Federal Certification) The Sub-recipient certifies that it and its principals and vendors:

1. Are not 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; Sub-recipients can access debarment information by going to www.epls.gov and the State Debarred Vendor List http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ .
2. 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;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and

4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

5. 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. (Federal Certification)

E. Sub-recipient understands and certified that it will not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA National Preparedness Directorate.

F. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

_____ _____

Chief Elected Official, Mayor/County Judge Date

EXHIBIT C

CERTIFICATION REGARDING LOBBYING FOR SUB-RECIPIENT AGREEMENTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned, RAMON GARCIA, as ~~Mayor~~/County Judge of the HIDALGO, Texas certifies the following to the best of his knowledge and belief.

A. No federal appropriated funds have been paid or shall be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal Sub-recipient agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal Sub-recipient agreement, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or shall 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 Sub-recipient agreement grant, loan or cooperative agreement, the undersigned shall complete and submit standard form Disclosure Form to Report Lobbying form in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards including sub-contracts, sub-grants and Sub-recipient agreements under grants, loans, and cooperative agreements and that all Sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon that reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____

Chief Elected Official, Mayor/County Judge Date

FINANCIAL COST ESTIMATE

1. NAME OF PROGRAM / ASSISTANCE: Stonegarden 10

2. APPLICANT NAME: HIDALGO COUNTY SHERIFF'S OFFICE

3. ESTIMATED MONTHLY EXPENSES: July 1 2010 - June 31, 2011

a. Personnel Estimate

Position	Number of Personnel	Hourly Rate	Overtime Rate (Time and 1/2)	Number of O/T Hours per Person per Day	Number of Days	Salary	Total Fringe Benefits 17.75%	Health Ins.	Life Insurance 0.00%	Total Salary & Fringe
patrol deputy	4	$21.52	$32.28	10	4	$5,164.80	$916.75	$0.00	$0.00	$6,081.55
sergeant	1	$26.04	$39.06	10	4	$1,562.40	$277.33	$0.00	$0.00	$1,839.73
						$0.00	$0.00	$0.00	$0.00	$0.00
Dispach						$0.00	$0.00	$0.00	$0.00	$0.00
								Total Personnel Estimates		$7,921.28

b. Travel & Per Diem Estimate

Position	Number of Personnel	Commercial Travel Costs	Mileage from / to County	Estimated Ave. Daily Miles	Number of Days	Total Mileage Cost	Hotel Rate $85 Maximum	Hotel Tax Rate	Meals $36 Maximum	Travel Totals
						$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00
									Total Travel & Per Diem Estimate	$0.00

c. Operational Cost Estimate

	Number of Cars	Number of Miles per Car	Number of Days	Rate per Mile	Subtotal
Mileage vehicle	5	150	4	$0.505	**$1,515.00**
	40 tires @$176 each replacement for 10 SG purchased units				$7,040.00
MDC/RMS	Mobile datat, Computer aid dispatch and record mangagement systen				
				Total Operational Cost Estimate	**$8,555.00**

*NOTE: Estimate either for fuel or mileage, not both.

FILL IN SHADED FIELDS ONLY

4. NUMBER OF MONTHS IN THE GRANT PERIOD: 12

5. TOTAL AMOUNT OF APPLICATION

	Total Grant
a. Personnel Estimate	$7,921.28
b. Travel & Per Diem Estimate	$1,515.00
c. Operational Cost Estimate	$7,040.00
Total Expenses	**$16,476.28**

Form A-4
(01/08)

Emilia Uriegas

From: Rodolfo Espinoza [rodolfo.espinoza@hidalgoso.org]
Sent: Monday, June 27, 2011 2:28 PM
To: 'Emilia Uriegas'
Subject: FW: 2008 Operation Stonegarden grant - Hidalgo county
Importance: High

We got it, however the its only one month extension.

From: sheriff.trevino@hidalgoso.org [mailto:sheriff.trevino@hidalgoso.org]
Sent: Monday, June 27, 2011 2:05 PM
To: Jose Padilla; Rodolfo Espinoza
Subject: Fw: 2008 Operation Stonegarden grant - Hidalgo county
Importance: High

Appears to be urgent. Take care of this asap.

Guadalupe "Lupe" Trevino
Hidalgo County Sheriff
P.O.Box 1228
711 El Cibolo Rd
Edinburg, Tx 78542
Office-956-383-8114
Cell-956-457-1696
Fax-956-393-6129

Sent on the Sprint® Now Network from my BlackBerry®

From: "Paynter, Bill" <Bill.Paynter@txdps.state.tx.us>
Date: Mon, 27 Jun 2011 12:18:40 -0500
To: <sheriff.trevino@hidalgoso.org>
Cc: Cynthia E. Careaga<cynthia.careaga@auditor.co.hidalgo.tx.us>
Subject: FW: 2008 Operation Stonegarden grant - Hidalgo county

Dear Sheriff Trevino:

Reference the 2008 Operation Stonegarden (OPSG) uncommitted fund balance for the Hidalgo County Sheriff's Office:

The State Administrative agency (SAA) has verified that the amount $17,979.53 is the current 2008 OPSG balance of uncommitted funds for Hidalgo County. Hidalgo County must expend these funds by the end of July, 2011. Hidalgo County must limit expenditures in their Overtime/Fringe categories to $8,097.01.

The balance of $9,882.52 may be spent in the other categories listed on the approved operations order for Hidalgo County (Vehicle Maintenance and Fuel Costs). Please contact us if you have any questions regarding the expenditure of these remaining funds.

Thank you,

Arturo Mendez/Bill Paynter
Grant Coordinator
Texas Department of Public Safety
Texas Homeland Security
State Administrative Agency
Phone (512) 377-0022/377-0014
Fax (512) 206-3137

DATE: **July 5, 2011**

DEPARTMENT HEAD: **Sheriff Guadalupe "Lupe" Trevino**

DEPARTMENT NAME: **Operation Stonegarden FY08--Alton**

ACCOUNT NUMBER: **1-1284-421-00-280-052-1-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
1-1284-421-00-280-052-1-626	Stonegarden Alton--Gasoline/Diesel	(4,962.25)
1-1284-331-10-280-052-1-000	Stonegarden Alton--Revenues	(4,962.25)
1-1284-421-00-280-047-1-131	Operation Stonegarden--Overtime	1,595.63
1-1284-421-00-280-047-1-581	Operation Stonegarden--Travel in County	1,666.25
1-1284-421-00-280-047-1-672	Operation Stonegarden--Rep. & Maint. Supplies--Equip. & Veh.	1,700.37
1-1284-331-10-280-047-1-000	Operation Stonegarden--Revenues	4,962.25

TOTAL APPROPRIATIONS **0.00**

REASON: **To de-obligate remaining balance in the 2008 Operation Stonegarden City of Alton grant budget and transfer amounts to the 2008 Operation Stonegarden Sheriff's Office Grant.**

Grant Number: 2008-SG-T8-0009

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: **July 5, 2011**

DEPARTMENT HEAD: **Sheriff Guadalupe "Lupe" Trevino**

DEPARTMENT NAME: **Operation Stonegarden FY08--Donna**

ACCOUNT NUMBER: **1-1284-421-00-280-048-1-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
1-1284-421-00-280-048-1-131	Stonegarden Donna--Overtime Pay	(1,774.43)
1-1284-421-00-280-048-1-250	Stonegarden Donna--Unemployment Compensation	(106.99)
1-1284-421-00-280-048-1-260	Stonegarden Donna--Workers' Compensation	(1,708.46)
1-1284-421-00-280-048-1-626	Stonegarden Donna--Gasoline/Diesel	(3,631.17)
1-1284-331-10-280-048-1-000	Stonegarden Donna--Revenues	(7,221.05)
1-1284-421-00-280-047-1-131	Operation Stonegarden--Overtime Pay	1,774.43
1-1284-421-00-280-047-1-220	Operation Stonegarden--FICA	72.61
1-1284-421-00-280-047-1-250	Operation Stonegarden--Unemployment Compensation	34.38
1-1284-421-00-280-047-1-672	Operation Stonegarden--Rep. & Maint. Supplies--Equip. & Veh.	5,339.63
1-1284-331-10-280-047-1-000	Operation Stonegarden--Revenues	7,221.05
	TOTAL APPROPRIATIONS	**0.00**

REASON: **To de-obligate remaining balance in the 2008 Operation Stonegarden City of Donna grant budget and transfer amounts to the 2008 Operation Stonegarden Sheriff's Office Grant.**

Grant Number: 2008-SG-T8-0009

DEPARTMENT HEAD SIGNATURE

/ /

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: July 5, 2011

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden FY08--Hidalgo

ACCOUNT NUMBER: 1-1284-421-00-280-049-1-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
1-1284-421-00-280-049-1-131	Stonegarden Hidalgo--Overtime Pay	(3,044.78)
1-1284-421-00-280-049-1-220	Stonegarden Hidalgo--FICA	(232.93)
1-1284-421-00-280-049-1-250	Stonegarden Hidalgo--Unemployment Compensation	(164.97)
1-1284-421-00-280-049-1-260	Stonegarden Hidalgo--Workers' Compensation	(140.38)
1-1284-421-00-280-049-1-841	Stonegarden Hidalgo--Aid to Governmental Agency	(437.58)
1-1284-331-10-280-049-1-000	Stonegarden Hidalgo--Revenues	(4,020.64)
1-1284-421-00-280-047-1-131	Operation Stonegarden--Overtime Pay	3,044.78
1-1284-421-00-280-047-1-220	Operation Stonegarden--FICA	453.44
1-1284-421-00-280-047-1-230	Operation Stonegarden--Retirement	84.84
1-1284-421-00-280-047-1-581	Operation Stonegarden--Travel in County	437.58
1-1284-331-10-280-047-1-000	Operation Stonegarden--Revenues	4,020.64

TOTAL APPROPRIATIONS 0.00

REASON: **To de-obligate remaining balance in the 2008 Operation Stonegarden City of Hidalgo grant budget and transfer amounts to the 2008 Operation Stonegarden Sheriff's Office Grant.**

Grant Number: 2008-SG-T8-0009

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: **July 5, 2011**

DEPARTMENT HEAD: **Sheriff Guadalupe "Lupe" Trevino**

DEPARTMENT NAME: **Operation Stonegarden FY08--Palmview**

ACCOUNT NUMBER: **1-1284-421-00-280-051-1-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
1-1284-421-00-280-051-1-131	Stonegarden Palmview--Overtime Pay	(610.95)
1-1284-331-10-280-051-1-000	Stonegarden Palmview--Revenues	(610.95)
1-1284-421-00-280-047-1-581	Operation Stonegarden--Travel in County	610.95
1-1284-331-10-280-047-1-000	Operation Stonegarden--Revenues	610.95

TOTAL APPROPRIATIONS **0.00**

REASON: **To de-obligate remaining balance in the 2008 Operation Stonegarden City of Palmview grant budget and transfer amounts to the 2008 Operation Stonegarden Sheriff's Office Grant.**

Grant Number: 2008-SG-T8-0009

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: July 5, 2011

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden FY08--Pharr

ACCOUNT NUMBER: 1-1284-421-00-280-053-1-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
1-1284-421-00-280-053-1-131	Stonegarden Pharr--Overtime Pay	(552.72)
1-1284-421-00-280-053-1-220	Stonegarden Pharr--FICA	(45.72)
1-1284-421-00-280-053-1-260	Stonegarden Pharr--Workers' Compensation	(104.60)
1-1284-331-10-280-053-1-000	Stonegarden Pharr--Revenues	(703.04)
1-1284-421-00-280-047-1-230	Operation Stonegarden--Retirement	575.30
1-1284-421-00-280-047-1-581	Operation Stonegarden--Travel in County	127.74
1-1284-331-10-280-047-1-000	Operation Stonegarden--Revenues	703.04

TOTAL APPROPRIATIONS 0.00

REASON: **To de-obligate remaining balance in the 2008 Operation Stonegarden City of Pharr grant budget and transfer amounts to the 2008 Operation Stonegarden Sheriff's Office Grant.**

Grant Number: 2008-SG-T8-0009

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-27397 **7.B.**

ARRA 2332101 LBSP Grant Extension

CC REGULAR

Date:	07/12/2011
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Approval and Acceptance of extension for the ARRA 2332101 Local Border Security Program (LBSP) Grant. New termination date is 07/31/11.
(Prior termination date was 06/30/11.)

BACKGROUND

The Local Border Security Program (LBSP) Grant (No. 2332101) was awarded by the Criminal Justice Division (CJD), Office of the Governor.

Prior grant period was 04/01/10 to 06/30/11. This will be the second grant extension.
First Extension--> AI#25846 3-21-11

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact. Grant period extension.

Attachments

Link: ARRA2332101.extension

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	07/06/2011 03:42 PM	APRV
2	Manuel Chapa	Manuel Chapa	07/07/2011 08:36 AM	APRV
3	Auditor's Office	Arcilia Duran	07/08/2011 02:02 PM	APRV
4	Purchasing Department		07/08/2011 04:40 PM	NEW

Form Started By: Emilia Uriegas — Started On: 07/05/2011 03:53 PM

Final Approval Date: 07/08/2011

Rodolfo Espinoza

From: sheriff.trevino@hidalgoso.org
Sent: Tuesday, July 05, 2011 9:54 AM
To: Jose Padilla; Rodolfo Espinoza
Subject: Fw: eGrants: Grant Adjustment Finalized for OOG Grant - 2332101

FYI
------Original Message------
From: egrants@governor.state.tx.us
To: ramon.garcia@co.hidalgo.tx.us
To: sherifftrevino@hidalgoso.org
To: ray.eufracio@auditor.co.hidalgo.tx.us
Subject: eGrants: Grant Adjustment Finalized for OOG Grant - 2332101
Sent: Jul 5, 2011 9:03 AM

The grant adjustment you requested from OOG for this project has been finalized. Please log into eGrants at: https://eGrants.governor.state.tx.us to review your updated grant. Go to the Grant Issues tab to view any special notes regarding this adjustment request. Your organization will now be able to request payments, report expenditures, and other grant adjustments for this project.

Guadalupe "Lupe" Trevino
Hidalgo County Sheriff
P.O.Box 1228
711 El Cibolo Rd
Edinburg, Tx 78542
Office-956-383-8114
Cell-956-457-1696
Fax-956-393-6129

Sent on the Sprint® Now Network from my BlackBerry®

2:38 PM

Agency Name: Hidalgo County
Project Title: Local Border Security Program

Grant/App: 2332101
Status: Active Grant

Start Date: 4/1/2010
End Date: 7/31/2011

Fund Source: SU-Recovery Act (ARRA) Edward Byrne Memorial Justice Assistance Grant Program

Liquidation Date: 10/29/2011
CFDA: 16.803

View Introduction

View Requesting a Grant Adjustment

Financial Status Summary for this Project

This section displays your grant project's financial status to date.

Today's Date: 7/5/2011
Grant Start Date: 4/1/2010
Grant End Date: 7/31/2011
Grant Liquidation Date: 10/29/2011

Current Grant Award Amount: $925,000.00
Total Expenditures Reported to Date: $878,433.66
Total Reimbursement(s) and Advance Payment Request(s) Paid to Date: $878,433.66
Maximum Reimbursement Amount Available: $0.00
Total Unexpended Balance to Date: $46,566.34

Date This Adjustment Request was Created by Grantee:
Date This Adjustment Request was Submitted to OOG:
Adjustment Request Status:

Programmatic and Budget Adjustments

Request Authorization for a Grant Official Change or Modify the Project's Identifying Information

Designate a new **Grant Official** or modify the existing information for the:

- Authorized Official (Note: Supporting documentation may need to be submitted to OOG, such as the Resolution.)
- Financial Officer
- Project Director
- Grant Writer

Modify the project's **Identifying Information** for the:

- Applicant Agency Name (Note: Supporting documentation may need to be submitted to OOG, such as the Resolution, Nonprofit Documentation, etc.)
- Project Title
- Project's Official Address
- Central Contractor Registration (CCR) Expiration Date
- Data Universal Numbering System (DUNS)

Request Authorization for a Change Project Scope or Impact Area

Request a modification to the **Project's Scope** and / or **Impacted Area or other Supporting Programmatic and Fiscal Documentation** for the following:

- Project Narrative
- Project Activities and / or Performance Measures
- Supporting Documents
- Impacted Target Population or Geographic Area
- Fiscal Capability (Nonprofit Corporations only)

Request Authorization for a Budget Modification

Budget Adjustments (will not result in an increase or decrease to the OOG grant award amount):

- Click here to modify the budget

Extension, Supplemental / De-obligation, and Other Grant Adjustments

Request Authorization for an Extension of the Grant Period
This section allows grantee to request an extension grant period end date.
Request an extension of project's **End Date** to expend the following:

- Existing Funds
- Supplemental Funds
- Spend Down Generated Program Income (GPI)
- Other (specify below under Adjustment Justification)

Enter the Revised End Date:

Request Authorization for a Budget Modification

Budget Supplements

- Modify budget line items that will result in an increase to the **Total Project Cost** amount

Budget De-obligations

- Modify budget line items that will result in a decrease to the **Total Project Cost** amount

Apply GPI earned to this budget (might result in decrease to the OOG Funds award amount):

- GPI to be applied to this budget is a result of a Court Forfeiture
- GPI to be applied to this budget is a result of Other Sources (e.g., fees, interest)

Request Advance Funds (Considered on a case-by-case basis with prior approval from OOG)

- Request an Advance Payment for OOG Funds

Enter the amount of OOG Funds you are Requesting in Advance:

- Error! The **Grant Writer** user is not authorized to access the **Request Adjustment** section in eGrants. Please contact your agency or the eGrants Help Desk at egrants@governor.state.tx.us for further assistance.

Grant Adjustment Justification

Created Date:

Adjustment Status:

Enter the Adjustment Justification:

Notes by Grantee to OOG:

Note from Grantee to OOG

Save Note from Grantee to OOG

Internal OOG Notes:

Save Internal Note

AI-27386 **8.B.**

Health Dept. - Deletion of Chief Health Inspector position and change in funding source for one Community Liaison II position

CC REGULAR

Date: 07/12/2011
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Health & Human Services Dept.

Information

CAPTION

Health Adm. (1100)
1. Approval of the following personnel actions:

Action	Slot #	Position Title	Grade
Delete	0005	Chief Health Inspector	12
Create	0048	Community Liaison II	13

2. Approval of intradepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-441-00-340-001-0-XXX
FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Partial funds available from salaries and fringe benfits expenditures of deleted position;
&
Additional funds will be available pending intradepartmental transfer attached.
$2,000.00 available funds in 1-1100-441-00-340-001-0-421 (Disposal) as of 07/08/11.

Attachments

Link: job description- chief health inspector
Link: job description- community liasion
Link: intradept transfer
Link: FISCAL NOTE
Link: PARS
Link: Revised salary schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	07/07/2011 09:07 AM	APRV

2	Budget & Management	Merlen P. Munoz	07/07/2011 09:09 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	07/08/2011 12:09 PM	APRV
4	Auditor's Office	Arcilia Duran	07/08/2011 02:06 PM	APRV
5	Erika Zamora	Erika Zamora	07/08/2011 03:55 PM	APRV
6	Sylvia Solis		07/08/2011 04:40 PM	NEW

Form Started By: Sylvia Solis Started On: 07/05/2011 09:35 AM

Final Approval Date: 07/08/2011

CHIEF HEALTH INSPECTOR

GRADE: 12

GENERAL DESCRIPTION

Performs highly advanced (senior-level) inspection work; Work involves planning, coordinating, overseeing, or conducting inspections and quality assurance reviews to ensure compliance with laws, regulations, and agency policies. May plan, assign, and/or supervise the work of others; Works under minimal supervision, with extensive latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Oversees various inspections and the enforcement of laws and regulations of the county

Oversees and conducts inspections for compliance with Texas codes, standards, and laws; and researches and identifies the causes of violations

Oversees the investigation of complaints

Oversees the preparation of reports

Oversees or conducts licensing examinations

Makes recommendations on violations noted during inspections and conducts follow-up inspections

Identifies and selects recipients of evaluations

Establishes the priorities and methods of securing evidence

Evaluates programs and procedures to improve operations

Implements and oversees quality control systems

Ensures the collection of inspection fees according to departmental procedures

Testifies at hearings or before courts of jurisdiction

Assists with budget preparation

May plan, assign, and/or supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Four (4) years experience in inspection work. Two (2) years experience as a supervisor. Associates Degree in Business or related field; Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of Texas laws, codes, and standards related to the area of responsibility; of the principles and methods of field inspection, law enforcement, and quality control; of the basic rules of evidence; and of business practices in regulated occupations

Skill in conducting inspections, in determining proper courses of action, and in using instruments or tools necessary to perform inspections

Ability to prepare reports; to interpret laws and regulations; and to plan, assigns, and/or supervises the work of others

Registration, Certification, or Licensure

May require certification for a specific program area

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

COMMUNITY LIASON II

GRADE: 13

GENERAL DESCRIPTION

Plan, coordinate, and oversee a variety of Community Health Promotion Programs with emphasis on maternal and child health services.

EXAMPLES OF WORK PERFORMED

Acts as liaison with Texas Department of State Health Services and other funding sources as appropriate to maximize funding for Community Health Promotion

Advises the Associate Director for Community Health on Community Health Promotion needs

Oversees mid-level management and administrative staff in the management of daily programmatic operations

Acts as advocate for Community Health Promotion and other public health issues in the community as well as nationally and statewide

Monitors provisions of Community Health Promotion services to help ensure quality operations and superior customer service

Works with mid-level management staff to set program goals, develop work plans, and develop performance measures

Deploys total quality and leadership principles to help strengthen skills of mid-level management staff

Supervises and coordinates personnel and financial matters for the division

Assesses Community Health Promotion needs throughout Hidalgo County and helps ensure actions are taken to address those needs

Networks with health care and community agencies and the private sector to assist in the development of innovative ways to advance Community Health Promotion in Hidalgo County

Performs all other related duties as required

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Masters Degree in Public Health, Community Health, Public Health Administration, Business Administration, Health Care Sciences /Administration, or related field degree required. Five (5) years experience in healthcare field with three (3) years experience in public health, health care delivery and program management required. RN license required.

Knowledge, Skills, and Abilities

Critical decision making skills are required in the administering of policy, placement of personnel resources and the managing of the departmental budget

Ability to communicate effectively and ability to train others

May require interaction with any departmental supervisors, peers, County agencies and staff, local media sources, other professional entities, community, state and federal agencies

Proficient knowledge of computers

Must possess a valid Texas driver's license

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: July 8, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Health Dept

ACCOUNT NUMBER: 1-1100-441-00-340-001-0-XXX Health Admin.

SUBJECT: **Intradepartmental transfer(s)**

Contact: Rosie Cantu
Ph#: 292-7025 ext 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

FROM Object Code	Description	TO Object Code	Description	Amount
421	DISPOSAL	113	REG F/T EMPLOYEES	$ 1,465.12
421	DISPOSAL	220	FICA	$ 112.08
421	DISPOSAL	230	RETIREMENT	$ 140.65
421	DISPOSAL	250	UNEMPLOYMENT COMP	$ 7.33
			TOTAL	**$ 1,725.18**

REASON: TRANSFER TO FUND THE PRORATED DIFFERENCE IN SALARY AND RELATED FRINGE BENEFITS EXPENDITURES FOR THE CREATION OF ONE COMMUNITY LIASION II POSITION, SLOT NO. 048 (PARTIAL FUNDS WILL BE AVAILABLE FROM DELETED CHIEF HEALTH INSPECTOR POSITION).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

Form DBM-201

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, July 12, 2011 **Agenda Item:** 27386

Summary of request/proposal:
HEALTH ADMINISTRATION (1100)
1. Approval to delete one (1) full-time Chief Health Inspector position, slot #0005, grade 12.
2. Approval to create one (1) full-time Community Liaison II position, slot #0048, grade 13.

Current Budgeted

Fund	Position	Slot#	Obj	Salary	Adjustment Requested	Total Requested
1100	CHIEF HEALTH INSPECTOR	0005	113	43,284.00 (GRADE 12, STEP 1)	0.00	(43,284.00)
1100	COMMUNITY LIAISON II	0048	113	0.00	46,747.00 (GRADE 13, STEP 1)	46,747.00
				43,284.00	46,747.00	3,463.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
1-1100-441-00-340-001-0-	113	HEALTH ADM. -	REG F/T EMPLOYEES	$1,465.12
1-1100-441-00-340-001-0-	211	HEALTH ADM. -	HEALTH INSURANCE	$0.00
1-1100-441-00-340-001-0-	212	HEALTH ADM. -	LIFE INSURANCE	$0.00
1-1100-441-00-340-001-0-	220	HEALTH ADM. -	FICA	$112.08
1-1100-441-00-340-001-0-	230	HEALTH ADM. -	RETIREMENT	$140.65
1-1100-441-00-340-001-0-	250	HEALTH ADM. -	UNEMPLOYMENT COMP	$7.33
1-1100-441-00-340-001-0-	260	HEALTH ADM. -	WORKER'S COMP	$0.00
			2011 Budgetary Impact	$1,725.18

2012 Budgetary Impact: $4,077.69

Possible Funding Sources: WITHIN DEPARTMENT'S OPERATING BUDGET
INTRADEPARTMENTAL TRANSFER

Budget Office Recommendation: OBJ. CODE 421. SEE ATTACHED INTRADEPARTMENTAL TRANSFER.

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH ADM. (340-001) DATE: 07/07/2011

CURRENT POSITION TITLE: CHIEF HEALTH INSPECTOR CURRENT SLOT. #: 0005

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount: $ 43,284.00 (Grade 12, Step 1) (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (43,284.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other 1-1100-441-00-340-001-0-421-Disposal

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[X]
Non-Exempt	[X]	Non-Exempt	[ ]
N/A	[ ]		

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

This position is no longer needed as the duties from this position have been integrated into the Environmental Health Services Division Manager position.

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.	DEPARTMENT HEAD	7-7-2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	07/08/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH ADM. (340-001) DATE: 07/07/2011

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0048

REQUESTED POSITION TITLE: COMMUNITY LIAISON II

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 46,747.00 (Grade 13, Step 1) (Proposed Budgeted Salary) $ 46,747.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other 1-1100-441-00-340-001-0-421-Disposal

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

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

The position is essential to provide sustainability in assisting with public health response and support to the health and emergency services in the Community; assure the ongoing operation and capabilities of the various public health response equipment; the collaboration with the various medical and health responders and to take the lead in providing and coordinating the various health promotion activities and events.

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.	DEPARTMENT HEAD	7/7/11 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	07/08/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-441-00-340-001-0

AI - 27386

HEALTH ADM.

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	CHIEF ADMIN OFFCR				108,355.00	108,355.00	480.00	0.00	0.00	0.00	0.00	108,835.00
0002	113	ACCOUNTANT III	12	5	49,344.00	49,344.00	49,344.00	480.00	0.00	0.00	0.00	0.00	49,824.00
0004	113	EXECUTIVE ASSISTANT I	11	1	40,078.00	40,078.00	40,078.00	0.00	0.00	0.00	0.00	0.00	40,078.00
		DELETE THE FOLLOWING:											
~~0005~~	~~113~~	~~CHIEF HEALTH INSPECTOR~~	~~12~~	~~1~~	~~43,284.00~~	~~43,284.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
0006	113	HEALTH INSPECTOR II	9	1	34,360.00	34,360.00	34,934.00	360.00	0.00	0.00	5,000.00	0.00	40,294.00
0008	113	HEALTH INSPECTOR I	7	4	32,551.00	32,551.00	32,551.00	720.00	0.00	0.00	5,000.00	0.00	38,271.00
0009	113	HEALTH INSPECTOR I	7	3	31,520.00	31,520.00	31,801.00	600.00	0.00	0.00	5,000.00	0.00	37,401.00
0010	113	ANIMAL CONTROL SPECIALIST II	6	3	29,186.00	29,186.00	29,186.00	840.00	0.00	0.00	0.00	0.00	30,026.00
0011	113	HEALTH INSPECTOR I	7	2	30,489.00	30,489.00	30,829.00	480.00	0.00	0.00	5,000.00	0.00	36,309.00
0012	113	SEPTIC TANK INSPECTOR	7	2	30,489.00	30,489.00	30,829.00	600.00	0.00	0.00	5,000.00	0.00	36,429.00
0013	113	ANIMAL CONTROL SPECIALIST II	6	5	31,096.00	31,096.00	31,096.00	300.00	0.00	0.00	5,000.00	0.00	36,396.00
0014	113	HEALTH INSPECTOR I	7	2	30,489.00	30,489.00	30,829.00	360.00	0.00	0.00	5,000.00	0.00	36,189.00
0015	113	SEPTIC TANK INSPECTOR	7	0	27,985.00	27,985.00	27,985.00	0.00	0.00	0.00	0.00	0.00	27,985.00
0016	113	ANIMAL CONTROL SPECIALIST II	6	2	28,231.00	28,231.00	28,288.00	0.00	0.00	0.00	0.00	0.00	28,288.00
0017	113	ANIMAL CONTROL SPECIALIST II	6	2	28,231.00	28,231.00	28,288.00	660.00	0.00	0.00	0.00	0.00	28,948.00
0018	113	ANIMAL CONTROL SPECIALIST II	6	2	28,231.00	28,231.00	28,231.00	300.00	0.00	0.00	0.00	0.00	28,531.00
0019	113	ADMINISTRATIVE ASSISTANT III	8	4	35,157.00	27,420.00	27,422.00	1,200.00	0.00	0.00	0.00	0.00	28,622.00
0021	113	ANIMAL CONTROL SPECIALIST I	4	4	25,839.00	25,839.00	25,839.00	720.00	0.00	0.00	0.00	0.00	26,559.00
0022	113	ANIMAL CONTROL SPECIALIST I	4	4	25,839.00	25,839.00	25,839.00	300.00	0.00	0.00	0.00	0.00	26,139.00
0023	113	ANIMAL CONTROL SPECIALIST I	4	4	25,839.00	25,839.00	25,839.00	480.00	0.00	0.00	0.00	0.00	26,319.00
0024	113	ANIMAL CONTROL SPECIALIST I	4	4	25,839.00	25,839.00	25,839.00	0.00	0.00	0.00	0.00	0.00	25,839.00
0025	113	MATERIALS CLERK	5	1	25,256.00	25,256.00	25,442.00	780.00	0.00	0.00	0.00	0.00	26,222.00
0026	113	CLERK III	5	4	27,908.00	27,908.00	27,908.00	540.00	0.00	0.00	0.00	0.00	28,448.00
0027	113	FAMILY PLANNING AIDE	5	0	23,993.00	23,993.00	23,993.00	0.00	0.00	0.00	0.00	0.00	23,993.00
0028	113	CLERK III	5	3	27,024.00	27,024.00	27,024.00	720.00	0.00	0.00	0.00	0.00	27,744.00
0029	113	ELIGIBILITY SPECIALIST I	4	2	24,203.00	24,203.00	24,203.00	0.00	0.00	0.00	0.00	0.00	24,203.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-441-00-340-001-0

AI - 27386

HEALTH ADM.

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0030	113	ELIGIBILITY SPECIALIST I	4	2	24,203.00	24,203.00	24,203.00	0.00	0.00	0.00	0.00	0.00	24,203.00
0031	113	CLERK III	5	2	26,140.00	26,140.00	26,140.00	420.00	0.00	0.00	0.00	0.00	26,560.00
0032	113	ELIGIBILITY SPECIALIST I	4	2	24,203.00	24,203.00	24,203.00	0.00	0.00	0.00	0.00	0.00	24,203.00
0033	113	ELIGIBILITY SPECIALIST I	4	2	24,203.00	24,203.00	24,203.00	0.00	0.00	0.00	0.00	0.00	24,203.00
0034	113	MAINTENANCE II	3	4	23,927.00	23,927.00	24,000.00	1,020.00	0.00	0.00	0.00	0.00	25,020.00
0035	113	OUTREACH SPECIALIST I	4	2	24,203.00	24,203.00	24,203.00	780.00	0.00	0.00	0.00	0.00	24,983.00
0036	113	OUTREACH SPECIALIST I	4	1	23,385.00	23,385.00	23,385.00	0.00	0.00	0.00	0.00	0.00	23,385.00
0037	113	OUTREACH SPECIALIST I	4	2	24,203.00	24,203.00	24,203.00	420.00	0.00	0.00	0.00	0.00	24,623.00
0038	113	OUTREACH SPECIALIST I	4	2	24,203.00	24,203.00	24,203.00	480.00	0.00	0.00	0.00	0.00	24,683.00
0040	113	CLERK II	3	4	23,927.00	23,927.00	24,000.00	960.00	0.00	0.00	0.00	0.00	24,960.00
0041	113	CLERK II	3	5	24,685.00	24,685.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0042	113	CLERK II	5	1	25,256.00	25,256.00	25,256.00	0.00	0.00	0.00	0.00	0.00	25,256.00
0043	113	ELIGIBILITY SPECIALIST I	4	0	22,216.00	22,216.00	22,216.00	0.00	0.00	0.00	0.00	0.00	22,216.00
0044	113	CLERK III	5	0	23,993.00	23,993.00	23,993.00	0.00	0.00	0.00	0.00	0.00	23,993.00
0045	113	PUBLIC HEALTH TECHNICIAN III	13	2	48,383.00	48,383.00	49,140.00	0.00	0.00	0.00	0.00	0.00	49,140.00
0046	113	ENVIRONMENTAL HEALTH SERVICES DIVISIC	15	1	54,526.00	54,526.00	54,526.00	1,140.00	0.00	0.00	5,000.00	0.00	60,666.00
0047	113	PUBLIC HEALTH TECHNICIAN II	11	0	38,074.00	38,074.00	38,074.00	0.00	0.00	0.00	0.00	0.00	38,074.00
0048	**113**	**CREATE THE FOLLOWING: ↓ COMMUNITY LIAISON II**	**13**	**1**	**46,747.00**	**46,747.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
					1,288,938.00	1,389,556.00	1,277,920.00	16,140.00	0.00	0.00	40,000.00	0.00	1,334,060.00

1. Approval to delete one (1) full-time Chief Health Inspector position, slot #0005, grade 12.
2. Approval to create one (1) full-time Community Liaison II position, slot #0048, grade 13.

All personnel actions pending CC approval.

AI-27420 **8.C.**

TB Control FY 11 Amendment 001A

CC REGULAR

Date:	07/12/2011
Submitted By:	Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Mike Escaname
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.
Sub-category:	Health & Human Services Dept.

Information

CAPTION

Requesting authorization to accept the attached Tuberculosis Prevention and Control - State grant contract #2011-035282, Amendment 001A effective July 12, 2011.

BACKGROUND

The purpose of this Amendment is to move funds to purchase equipment for the TB program. The total contract amount of $406,039.00 remains unchanged. The Amendment 001A is effective July 12, 2011.
The original grant contract #2011-035282-001 was accepted / approved by Commissioner's Court on 08/10/10 through AI-22308.
Authorization to submit a budget change request to TDSHS was approved by Commissioners Court on 04/12/11 through AI-26090.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1293-441-00-340-008-1-xxx

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

BUDGETARY IMPACT:

No change in overall grant award. Reallocation of funds between budget categories; No local matching monies required.

Attachments

Link: Amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	07/06/2011 02:21 PM	APRV
2	Manuel Chapa	Manuel Chapa	07/07/2011 02:44 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	07/08/2011 03:20 PM	APRV
4	Auditor's Office	Arcilia Duran	07/08/2011 04:00 PM	APRV
5	Purchasing Department		07/08/2011 04:40 PM	NEW

Form Started By: Mike Escaname Started On: 07/06/2011 02:09 PM

DEPARTMENT OF STATE HEALTH SERVICES

Amendment
To

The Department of State Health Services (DSHS) and HIDALGO COUNTY (Contractor) agree to amend the Program Attachment # _001_ (Program Attachment) to Contract #2011-035282 (Contract) in accordance with this Amendment No. 001A : TUBERCULOSIS PREVENTION AND CONTROL STATE, effective 06/29/2011.

The purpose of this Amendment is to reallocate funds.

Therefore, DSHS and Contractor agree as follows:

Program attachment is revised to read as follows:

PROGRAM ATTACHMENT NO. ~~001~~ 001A

General Provisions, Article XII. General Business Operations of Contractor, Section 12.20, Equipment (Including Controlled Assets) Purchases, is revised to include the following:

Contractor must initiate the purchase of equipment added per amendment B to this Program Attachment no later than **August 31, 2011.** Failure to initiate the purchase of equipment by **August 31, 2011** will result in loss of availability of funds for the purchase of equipment

The categorical budget and equipment list are revised as attached.

All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this amendment, this amendment shall control.

Department of State Health Services	**Contractor**
_____	_____
Signature of Authorized Official	Signature of Authorized Official
Date: _____	Date: _____
Bob Burnette, C.P.M., CTPM	Name: _____
Director, Client Services Contracting Unit	Title: _____
	Address: _____
1100 WEST 49TH STREET AUSTIN, TEXAS 78756	_____
(512) 458-7470	Phone: _____
Bob.Burnette@dshs.state.tx.us	Email: _____

DEPARTMENT OF STATE HEALTH SERVICES

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

CATEGORICAL BUDGET CHANGE REQUEST

DSHS PROGRAM: Tuberculosis Prevention and Control - State
CONTRATOR: HIDALGO COUNTY
CONTRACT NO: 2011-035282
CONTRACT TERM: 09/01/2010 **THRU:** 08/31/2011
BUDGET PERIOD: 09/01/2010 **THRU:** 08/31/2011 **CHG:** 001A

DIRECT COST (OBJECT CLASS CATEGORIES)			
	Current Approved Budget (A)	Revised Budget (B)	Change Requested
Personnel	$278,844.00	$230,844.00	$(48,000.00)
Fringe Benefits	$75,509.00	$62,509.00	$(13,000.00)
Travel	$2,850.00	$1,200.00	$(1,650.00)
Equipment	$0.00	$67,432.00	$67,432.00
Supplies	$9,436.00	$25,054.00	$15,618.00
Contractual	$29,400.00	$0.00	$(29,400.00)
Other	$10,000.00	$19,000.00	$9,000.00
Total Direct Charges	$406,039.00	$406,039.00	$0.00
INDIRECT COST			
Base ($)	$0.00	$0.00	$0.00
Rate (%)	0.00%	0.00%	0.00%
Indirect Total	$0.00	$0.00	$0.00
PROGRAM INCOME			
Program Income	$15,145.00	$15,145.00	$0.00
Other Match	$0.00	$0.00	$0.00
Income Total	$15,145.00	$15,145.00	$0.00
LIMITS/RESTRICTIONS			
Advance Limit	$0.00	$0.00	$0.00
Restricted Budget	$0.00	$0.00	$0.00
SUMMARY			
Cost Total	$406,039.00	$406,039.00	$0.00
Performing Agency Share	$15,145.00	$15,145.00	$0.00
Receiving Agency Share	$406,039.00	$406,039.00	$0.00
Total Reimbursements Limit	$406,039.00	$406,039.00	$0.00

JUSTIFICATION

The June amendment is due to reallocation of funds from what was previously approved and budgeted. This amendment also includes Equipment purchases.

Financial status reports are due: 12/30/2010, 03/30/2011, 06/30/2011, 10/31/2011

DEPARTMENT OF STATE HEALTH SERVICES



1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

EQUIPMENT LIST CHANGE REQUEST

DSHS PROGRAM: Tuberculosis Prevention and Control - State
CONTRACTOR: HIDALGO COUNTY
CONTRACT TERM: 09/01/2010 **THRU:** 08/31/2011
BUDGET PERIOD: 09/01/2010 **THRU:** 08/31/2011
CONTRACT NO: 2011-035282 **CHG:** 001A

PREVIOUS EQUIPMENT LIST

Item #	Equipment Description	Units	Unit Cost	Total
			$	$
			$	$
			$	$

NEW EQUIPMENT LIST

Item #	Equipment Description	Units	Unit Cost	Total
1	Americomp Direct Digital Imager System HF-40M, 40kW, Anatomical Programmed Generator, CCD Digital Image Receptor, 17x17 image field, 9 megapixel resolution;3Kx3K image matrix, 14 bit dynamic range, 3.5LP/mm.	1	$50,000.00	$50,000.00
2	Dome by NDSsi E2 dual head system, 2mp Gray, FX1800 Monitor	1	$5,500.00	$5,500.00
3	Fujitsu Scansnap Network fi-6010 ni. Scanner	1	$2,400.00	$2,400.00
4	HP Compaq 6000 Pro-Core 2 Duo E8500	2	$642.50	$1,285.00
5	HP Proliant DL360 G7-Zeon E5640 2.66 GHz	1	$4,450.00	$4,450.00
6	HP Workstation Z600-Xeon E5506 2.13 GHz	1	$3,797.00	$3,797.00
			$	$

AI-27434 **8.D.**

Community Transformation Grant Participation Request

CC REGULAR

Date:	07/12/2011
Submitted By:	Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Mike Escaname
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.
Sub-category:	Health & Human Services Dept.

Information

CAPTION

Requesting authorization for Hidalgo County to participate with the Valley International Health Institute in applying for a Community Transformation Grant offered by the Centers for Disease Control and Prevention. While the main applicant for this grant will be the International Valley Health Institute, Hidalgo County will participate with an element of the grant's components by proposing to enhance the existing walking trails in Precincts 2 and 4 and create walking trails in Precincts 1 and 3. All locations have been determined by each Commissioner and Precinct staff and are at Precinct parks and / or Community Resource Centers. The total amount of grant allocation for these projects is estimated at $1,333.850.00.

BACKGROUND

The CTGs will support the implementation, evaluation, and dissemination of evidence-based community preventive health activities to reduce chronic disease rates, prevent the development of secondary conditions, address health disparities, and develop a stronger evidence base for effective prevention programming.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No local matching funds required with this grant.

Attachments

Link: CTG

Link: VIHI Home Page

Link: VIHI Members

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	07/06/2011 04:59 PM	APRV

2	Manuel Chapa	Manuel Chapa	07/07/2011 01:28 PM	APRV
3	Auditor's Office	Arcilia Duran	07/08/2011 02:00 PM	APRV
4	Purchasing Department		07/08/2011 04:40 PM	NEW

Form Started By: Mike Escaname

Started On: 07/06/2011 04:43 PM

Final Approval Date: 07/08/2011

Centers for Disease Control and Prevention
CDC 24/7: Saving Lives. Protecting People. Saving Money Through Prevention.

Community Transformation Grants (CTGs)



Community Transformation Grants (CTGs) are authorized under The Patient Protection and Affordable Care Act of 2010 for state and local governmental agencies, tribes and territories, and national- and community-based organizations.

The CTGs will support the implementation, evaluation, and dissemination of evidence-based community preventive health activities to reduce chronic disease rates, prevent the development of secondary conditions, address health disparities, and develop a stronger evidence base for effective prevention programming.

National Network

The National Dissemination and Support for Community Transformation Grants (CTG) Funding Opportunity Announcement referred to as the **National Network**, will support a network of community-based organizations as authorized under The Patient Protection and Affordable Care Act of 2010.

These national networks will support the efforts of the Community Transformation Grants program by funding national networks of community-based organizations to disseminate and provide for the replication of successful program models and activities.

CTGs

- Frequently Asked Questions (FAQs)
- Resources
  - Information on submitting questions (July 5, 2011, is the deadline for submitting CTG questions).
  - List of CDC contacts.
  - Fact sheet.
- CTG Potential Applicants

CTG Application Deadline

Applications are due on July 15, 2011, 5:00 p.m. (EDT).

National Network

- Frequently Asked Questions (FAQs)
- Resources

- Information on submitting questions (July 12, 2011, is the deadline for submitting CTG Network questions).
- List of CDC contacts.
- Fact sheet.

- Contact Us

National Network Application Deadline

Applications are due July 22, 2011 at 5:00 p.m. (EDT).

Page last reviewed: June 30, 2011
Page last updated: June 30, 2011
Content source: Division of Adult and Community Health, National Center for Chronic Disease Prevention and Health Promotion

Centers for Disease Control and Prevention 1600 Clifton Rd. Atlanta, GA 30333, USA
800-CDC-INFO (800-232-4636) TTY: (888) 232-6348, 24 Hours/Every Day - cdcinfo@cdc.gov

International Valley Health Institute

HOME PAGE
CONTACT US
WHO WE ARE
FIRST AID PROGRAM
RESIDENT CLINICS PROGRAM

Home Page

Welcome to the the International Valley Health Institute (IVHI) web site.

The IVHI is dedicated to preventing assaults to the health of the Lower Rio Grande Valley population by applying evidence-based knowledge. This is developed by drawing upon academic and community expertise, combining these resources synergisticly, and then working through the participatory community research model to customize solutions developed in other regions, or to develop new, regionally specific solutions to public health issues. The IVHI combines these problem solving research activities with education; creative activity; and public service in building true community capacity to deal with regional public health problems.

A point of emphasis is the responsibility that the IVHI assumes to operate the programs that have been generated through its collaborative research efforts should no other agency be able to accept the responsibility.

The IVHI was incorporated in April of 2006 as an independent, federally recognized tax-exempt (501©3 non-profit) organization. It is one of approximately 25 public health institutes nationwide with the goal of improving the American population's well being by promoting good health through education and prevention activities, and working to mitigate risky behaviors that result in less than optimally good health.

Keeping the Valley healthy is everyone's responsibility

Help us do our part

(956) 648-0543

1923 S Mon Mack Rd

Edinburg, Texas 78539-8838

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International Valley Health Institute

HOME PAGE
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WHO WE ARE
FIRST AID PROGRAM
RESIDENT CLINICS PROGRAM

Who We Are

Directors:

Angel Braña, MD
Isidore Flores, PhD (Managing Director)
Gary Mounce, PhD

Fellows:

Maria C. Alen, MD, TAMU HSC, McAllen
Margaret Graham, PhD, UT Pan Am, Edinburg
Nelda Mier, PhD, TAMU, SRPH, McAllen
Ann V. Millard, PhD, TAMU SRPH, McAllen
Jose Pagan, UT Pan Am, Edinburg
Rogelio Saenz, PhD, TAMU, College Station
Esmeralda Sanchez, MPH, TAMU SRPH, McAllen

Advisors:

Roy Becker, CEO, Valley Primary Care Network, Inc.

Craig Blakely, PhD, Associate Dean for Academic Affairs and Research, Texas A&M School of Rural Public Health

Jorge Chapa, PhD, Director, Latino Studies Program, Indiana University

Ken Jones, Executive Director, Lower Rio Grande Valley Development Council (regional council of governments)

Carmen Nevarez, MD, President Elect, American Public Health Association

Raquel Oliva, National Director, Christian Children's Fund USA

Brian Smith, M.D., Medical Director, Region 11, Texas Department of State Health Services

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Web Hosting

AI-27423 **9.A.**

Library improvements - City of Penitas

CC REGULAR

Date:	07/12/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Candace Armenta
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional architectural services.

2. Presentation of the scoring grid for the purpose of ranking by Commissioner's Court of at least three (3) architectural firms from the county's approved "pool" as graded and evaluated by the City of Peñitas, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 23 (2010) City of Peñitas, Public Facility Improvements which consists of improvements to Penitas Memorial Library.

FIRM	GRADE	RANK
V-A Architecture	95.0	
Rike Ogden Figueroa Allex Architects, Inc.	89.6	
ERO International, LLP.	88.3	

3. Authority to negotiate a professional architectural service contract with the highest ranked firm of _____for the provision of architectural services for Urban County Program Year 23 (2010) City of Peñitas - Public Facility Improvements for improvements to the Penitas Memorial Library.

BACKGROUND

The three architectural firms rated from the county's approved "pool" are: (1) V-A Architecture, (2) Rike Ogden Figueroa Allex Architects, Inc., and (3) ERO International, LLP. for the City of Peñitas Public Facility Improvements which consists of improvements to Penitas Memorial Library.

Funds Available: $100,000.00

Fiscal Impact

Attachments

Link: grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	07/06/2011 03:48 PM	APRV
2	Roland Garcia	Rolando Garcia	07/08/2011 11:40 AM	APRV
3	Auditor's Office	Arcilia Duran	07/08/2011 02:16 PM	APRV
4	Martha Salazar	Marty Salazar	07/08/2011 04:33 PM	APRV
5	Purchasing Department		07/08/2011 04:40 PM	NEW

Form Started By: Estella Webber Started On: 07/06/2011 02:53 PM

Final Approval Date: 07/08/2011

City of Peñitas
Architectural Services
Public Facility Improvements
Year 23 (2010)
Grading-Ranking Grid

Criteria	V-A Architecture			Rike Ogden Figueroa Allex Architects, Inc.			ERO International, LLP.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	25	25	25	25	25	25	25	25	25
Experience of Project Team	25	23	25	22	22	24	23	15	24
Experience/ Availability of Project Manager	20	15	20	17	20	20	18	20	20
Understanding of Project	18	20	18	17	15	17	18	15	15
Familiarity with Applicable Rules & Regulations	8	10	8	9	3	8	9	5	8
TOTALS	96	93	96	90	85	94	93	80	92
AVERAGES	285÷3=95			266÷3=89.6			265÷3=88.3		
RATING									

AI-27435 **9.B.**

Bids, Contracts - Home Rehab program

CC REGULAR

Date:	07/12/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Irene Montoya
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting the award of bids and approval of contracts for the demolition and reconstruction of the following:

(1) Unit in the Countywide area in the amount of $39,200.00 to Momentus.
(1) Unit in the Countywide area in the amount of $12,740.00 to G&G Contractors.

BACKGROUND

The applicants were approved to receive assistance under the Owner-Occupied Housing Rehabilitation Program by the County Commissioners' Court on March 30, 2011 and May 31, 2011. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, June 22, 2011.

Fiscal Impact

Attachments

Link: bids, insurance

Link: Falcon

Link: Herebia

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	07/07/2011 07:58 AM	APRV
2	Roland Garcia	Rolando Garcia	07/07/2011 10:12 AM	APRV
3	Auditor's Office	Arcilia Duran	07/08/2011 02:20 PM	APRV
4	Martha Salazar	Marty Salazar	07/08/2011 04:36 PM	APRV
5	Purchasing Department		07/08/2011 04:40 PM	NEW

Form Started By: Estella Webber — Started On: 07/06/2011 05:00 PM

Final Approval Date: 07/08/2011

Calculation Summary
Bid Opening: June 22, 2011

Lowest Bidder Calculation Sheet
Bid Opening: June 22, 2011

Lowest Bidding Contractor	*Family Name*	*No. of Bdrms*	*Bid Amount*
Momentus	F. Falcon	2 bdrm	$ 39,200.00
G & G Construction	L. Herevia	Simple Home 4 bdrm	$ 12,740.00
Total Bid Amounts			***$ 51,940.00***

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

Bid Opening Date: June 22, 2011 Bid Opening Time: 9:30 am

Description of Bid: The Demolition and Reconstruction of One (1) unit in the County Wide Area of Mission and Rehabilitation (Pre-Fabricated Home) of One (1) unit in the County Wide area of Donna Grant #: M-10-UC-48-0501-RG

MOMENTUS			
	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	FALCON	$39,200.00	CC INCLUDED
2	HEREVIA	NO BID	N/A

G & G CONTRACTORS			
	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	FALCON	$41,680.00	BB INCLUDED
2	HEREVIA	$12,740.00	BB INCLUDED

BENCHMARK CONSTRUCTION			
	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	FALCON	$41,050.00	BB INCLUDED
2	HEREVIA	NO BID	N/A

002

39,200.00+
12,740.00+

51,940.00*

0.*

39,200.00+
12,740.00+
51,940.00*

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED**

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/17/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	**CONTACT NAME:**
Valley Insurance Provider PO Drawer 3783 McAllen TX 78502	**PHONE (A/C, No, Ext):** (956) 787-8536 **FAX (A/C, No):** (956) 787-7232 **E-MAIL ADDRESS:**
INSURED	**INSURER(S) AFFORDING COVERAGE** — **NAIC #**
Momentus, LLC 3400 North McColl Mcallen TX 78501-	INSURER A: Essex - Surplus INSURER B: Progressive INSURER C: Texas Mutual Fund Insuran INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			DRV218Q100909-001	06/17/2011	06/17/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			08081141-0	06/17/2011	06/17/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Q003022750	06/18/2011	06/18/2012	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

HIDALGO COUNTY URBAN COUNTY PROGRAM
1916 TESORO ST.
PHARR TX 78577-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AI 000313

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ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/17/2011

PRODUCER
EDDIE VILLARREAL INSURANCE AGENCY
506 W UNIVERSITY DR
EDINBURG, TX 78539
956-381-0951

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
RENE GARZA JR
G & G CONTRACTORS
5125 S HWY 281 STE 3
EDINBURG, TX 78539
956-929-1567

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: ESSEX INSURANCE CO	
INSURER B: TEXAS COUNTY MUTUAL	
INSURER C: TEXAS MUTUAL INS CO	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	163911	03/14/11	03/14/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	604891354	03/14/11	03/14/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	003002117	03/15/11	03/15/12	WC STATU-TORY LIMITS [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL_____ 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

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CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement ("Agreement"), effective as of **July 12, 2011**, among the Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted in a Mechanic's Lien Contract and a Deed of Trust.

BORROWER:

BORROWER'S ADDRESS:

LENDER: County of Hidalgo, Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
1916 Tesoro Blvd
Pharr, Texas 78577

CONTRACTOR: **Roberto Rodriguez Jr., d/b/a MOMENTUS**

CONTRACTOR'S ADDRESS: **3400 N. McColl Ste. 45, McAllen, TX 78501**

NOTE:

$39,200.00 Mechanic's Lien Note dated **July 12, 2011,** executed by Borrower, payable to Contractor, as stated in the note, and secured by the Property, which note has been renewed and extended into a Promissory Note dated **July 12, 2011**, executed by Borrower, payable to Lender, also secured by the Property

CONTRACT:

Mechanic's Lien Contract of even date herewith executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and retaining liens against the Property. The liens have been transferred to Lender

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien granted by Borrower to Contractor in the Mechanic's Lien Contract on the Property, which liens were transferred to Lender in a Transfer of Lien of even date herewith, which Mechanic's Lien Contract and Transfer of Lien are recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien granted by Borrower for the benefit of Lender in a Deed of Trust of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract dated **July 12, 2011** between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor. In the event of a conflict in the documents, the provision in the document containing the most stringent requirement for the matter in dispute shall control

AMOUNT AVAILABLE FOR CONSTRUCTION: **$39,200.00**

Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved

by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower and Contractor have executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, an Owner-Occupied Rehabilitation Loan Program Contract, Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial release and lien waivers from subcontractors, suppliers and Contractor for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) Affidavit of Completion and Final Bills Paid Affidavit executed by Borrower and Contractor, which complies with Subchapter K, Chapter 53, Texas Property Code, together with supporting evidence (including, but not limited to, waivers of lien and releases signed by Contractor and all subcontractors and suppliers of materials) that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will be disbursed thirty-one days after all of the following events have occurred: (i) completion of the Improvements and acceptance by Borrower and Lender; (ii) an Affidavit of Completion acceptable to Lender has been executed by Borrower and Contractor; (iii) the Affidavit of Completion has been filed in the Real Property Records of the county where the Property is located; and (iv) Borrower and Contractor have complied with

the provisions of Paragraph 4 of this Agreement. Notwithstanding any statement in this paragraph to the contrary, the retainage will not be disbursed if any liens have been filed against the Property in the Real Property Records of the county where the Property is located. Further, Lender may withhold approval of payment of the retainage until after Lender is presented evidence satisfactory to Lender, including but not limited to affidavits by Borrower and Contractor, showing payment in full of all obligations incurred in connection with construction.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time

to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

LENDER'S SIGNATURE:

COUNTY OF HIDALGO

_____

By: Diana R. Serna
Its: Director

BORROWER'S SIGNATURE:

_____

Filemon Falcon

_____

Maria De La Luz Falcon

CONTRACTOR'S SIGNATURE:

_____

Roberto Rodriguez Jr.
MOMENTUS

(Jurat/Individual Acknowledgement)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Filemon Falcon** of HIDALGO COUNTY, on **July 12, 2011.**

NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgement)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Maria De La Luz Falcon** of HIDALGO COUNTY, on **July 12, 2011.**

NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgement)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by Roberto Rodriguez, MOMENTUS of HIDALGO COUNTY, on **July 12, 2011.**

NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgement)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by Diana R. Serna of HIDALGO COUNTY, on **July 12, 2011.**

_____
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

The North 50 feet of the South 150 feet of Lot 19 and the North 50 feet of the South 200 feet of Lot 19; Nick Doffing Subdivision No. 4, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

EXHIBIT "C"

SPECIAL CONDITIONS: **NONE**

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement ("Agreement"), effective as of **July 12, 2011**, among the Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted in a Mechanic's Lien Contract and a Deed of Trust.

BORROWER:

BORROWER'S ADDRESS:

LENDER: County of Hidalgo, Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
1916 Tesoro Blvd
Pharr, Texas 78577

CONTRACTOR: **Rene Garza, G & G Contractors**

CONTRACTOR'S ADDRESS: **5125 S. 281, Ste 3, Edinburg, TX 78539**

NOTE:

$12,740.00 Mechanic's Lien Note dated _____,executed y Borrower, payable to Contractor, as stated in the note, and secured by the Property, which note has been renewed and extended into a Promissory Note dated _____, executed by Borrower, payable to Lender, also secured by the Property

CONTRACT:

Mechanic's Lien Contract of even date herewith executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and retaining liens against the Property. The liens have been transferred to Lender

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien granted by Borrower to Contractor in the Mechanic's Lien Contract on the Property, which liens were transferred to Lender in a Transfer of Lien of even date herewith, which Mechanic's Lien Contract and Transfer of Lien are recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien granted by Borrower for the benefit of Lender in a Deed of Trust of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract dated _____ between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor. In the event of a conflict in the documents, the provision in the document containing the most stringent requirement for the matter in dispute shall control

AMOUNT AVAILABLE FOR CONSTRUCTION: **$12,740.00**

Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved

by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower and Contractor have executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, an Owner-Occupied Rehabilitation Loan Program Contract, Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial release and lien waivers from subcontractors, suppliers and Contractor for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) Affidavit of Completion and Final Bills Paid Affidavit executed by Borrower and Contractor, which complies with Subchapter K, Chapter 53, Texas Property Code, together with supporting evidence (including, but not limited to, waivers of lien and releases signed by Contractor and all subcontractors and suppliers of materials) that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will be disbursed thirty-one days after all of the following events have occurred: (i) completion of the Improvements and acceptance by Borrower and Lender; (ii) an Affidavit of Completion acceptable to Lender has been executed by Borrower and Contractor; (iii) the Affidavit of Completion has been filed in the Real Property Records of the county where the Property is located; and (iv) Borrower and Contractor have complied with

the provisions of Paragraph 4 of this Agreement. Notwithstanding any statement in this paragraph to the contrary, the retainage will not be disbursed if any liens have been filed against the Property in the Real Property Records of the county where the Property is located. Further, Lender may withhold approval of payment of the retainage until after Lender is presented evidence satisfactory to Lender, including but not limited to affidavits by Borrower and Contractor, showing payment in full of all obligations incurred in connection with construction.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time

to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

LENDER'S SIGNATURE:

COUNTY OF HIDALGO

_____

By: Diana R. Serna
Its: Director

BORROWER'S SIGNATURE:

_____

Luz Herebia

CONTRACTOR'S SIGNATURE:

_____

Rene Garza
G& G Contractors

(Jurat/Individual Acknowledgement)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Luz Herebia** of HIDALGO COUNTY, on _____.

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Rene Garza G & G Contractors** on _____.

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Diana Serna** on _____, **2011.**

_____
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

All of Lot 24 South Point Subdivision Phase IV, Hidalgo County Texas.

EXHIBIT "B"

PLANS AND SPECIFICATIONS, TIMETABLE AND BUDGET

EXHIBIT "C"

SPECIAL CONDITIONS: **NONE**

AI-27417 **9.C.**

Cooperation Agreements

CC REGULAR

Date: 07/12/2011
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Tony Barco
Department: URBAN COUNTY

Information

CAPTION

Consideration and Approval of Cooperation Agreements with the following participating cities. This is a requirement necessary for the re-qualification of Hidalgo County as an Urban County:

Alamo, Alton, Donna, Edcouch, Elsa, Granjeno, Hidalgo, La Joya, La Villa, Mercedes, Palmhurst, Palmview, Penitas, Progreso, Progreso Lakes, San Juan, Sullivan City and Weslaco

BACKGROUND

As part of the Urban County re-qualification process, Hidalgo County is to enter into Cooperation Agreements with the following participating cities:

Alamo	Granjeno	Palmhurst	San Juan
Alton	Hidalgo	Palmview	Sullivan City
Donna	La Joya	Penitas	Weslaco
Edcouch	La Villa	Progreso	
Elsa	Mercedes	Progreso Lakes	

Fiscal Impact

Attachments

Link: resolution
Link: Alamo-Donna
Link: Edcouch-Granjeno
Link: Hidalgo-La Villa
Link: Mercedes-Palmview
Link: Penitas-Progreso
Link: San Juan-Weslaco

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Merlen P. Munoz	07/06/2011 03:43 PM	APRV
2	Roland Garcia	Rolando Garcia	07/08/2011 09:52 AM	APRV
3	Auditor's Office	Arcilia Duran	07/08/2011 02:25 PM	APRV
4	Martha Salazar	Marty Salazar	07/08/2011 04:35 PM	APRV
5	Purchasing Department		07/08/2011 04:40 PM	NEW

Form Started By: Estella Webber Started On: 07/06/2011 01:08 PM

Final Approval Date: 07/08/2011

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court
Agenda Request Form

No. 9192

Date: 12/28/2009
Deadline for Action: 01/05/2010
Department: *Urban County Program*

Meeting Date Request: '01/05/2010
Contact Person: *Ms. Diana R. Serna*
Phone: (956) 787-8127 Fax: (956) 787-5291

Ms. Diana R. Serna, Urban County Program Director DRS

Caption:

Approval of Hidalgo County – Excessive Force Resolution

Background:

Hidalgo County Urban County Program is requesting approval on updating Hidalgo County's existing Excessive Force Resolution. The Excessive Force Resolution is a procurement requirement by the Texas Department of Rural Affairs (TDRA), the Texas Department of Housing and Community Affairs (TDHCA), and Housing and Urban Development which includes CDBG, HOME,ESG, HPRP, CDBG-R. The update request is due to the name change of the Office of Rural Community Affairs (ORCA) to the Texas Department of Rural Affairs (TDRA). The new resolution will include the Office of TDRA. Resolution will be filed in every contract awarded to the County of Hidalgo Urban County Program. See Attached HCCCA & Resolution: New & Old.

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

APPROVED Co. Comm. Ct.
DATE 1-5-10 DRS

Hidalgo County
Excessive Force Resolution

A resolution establishing rules and regulations regarding the use of excessive force during non violent civil rights demonstrations, including physically barring entrance to a facility or location which is the subject of such demonstrations, and providing penalties for violations thereof; In the **County of Hidalgo, State of Texas**, as follows:

ARTICLE I

Section I: It is the policy of the **County of Hidalgo** to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in a non violent civil rights demonstrations. The **County of Hidalgo** also prohibits physical barring of any entrance to, or exit from, such a facility within its jurisdiction.

ARTCILE II

Section II: It is the policy of **Hidalgo County** to enforce this policy to the full extent allowed by law.

ARTICALE III

Passed and adopted by the Hidalgo County Commissioners' Court of Hidalgo County, State of Texas, on the 5th day of January 2010.

Rene A. Ramirez, County Judge
Hidalgo County, Texas

ATTEST

Arturo Guajardo Jr., County Clerk
Hidalgo County, Texas

STATE OF TEXAS {

{

COUNTY OF HIDALGO {

COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of Alamo**, a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the twenty fifth, twenty sixth, and twenty seventh year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Application; and

WHEREAS, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

SECTION 1

The City agrees to allow the County to include the City's population in order to qualify for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program the HOME Investment Partnership Program and other funding as may be authorized by HUD and included in the County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation.

SECTION II

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

SECTION III

The City and County agree to take all actions deemed necessary by the County, in its sole discretion, to assure compliance with the Hidalgo County's certification as an urban county required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, to carry out the County's Consolidated Plan, its Community Development Programs and/or meet any and all other requirements of the CDBG and HOME Programs and other applicable laws. Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification. The City and County also agree to undertake all required actions to comply with the provisions of the National Environmental Act of 1969. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding termination or other remedial actions by the Department of Housing and Urban Development.

SECTION IV

The City agrees to give the County authority to carry out activities which will be funded from annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME Program, and ESG Program funds from Federal Fiscal Years 2012, 2013, and 2014, appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

SECTION V

The County and City have adopted and are enforcing a policy which prohibits that use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdiction.

SECTION VI

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal fund from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

SECTION VII

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2012, 2013, and 2014.

SECTION VIII

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

SECTION IX

This agreement must remain in full force and effect unit all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from the agreement while the agreement remains in effect.

SECTION X

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the C.D.B.G. and HOME Investment Partnership Act funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

SECTION XI

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising form HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

IN TESTIMONY WHEREOF, this instrument has been executed in triplicate originals, each to have the force and effect of an original as follows: (a) It has been executed on behalf of Hidalgo County on the _____day of _____, 2011, by its Mayor and attested by its City Secretary pursuant to _____of the City Council of the City authorizing execution.

COUNTY OF HIDALGO

ATTESTED BY:

Arturo Guajardo, Jr., County Clerk

Ramon Garcia, County Judge

CITY OF ALAMO

ATTESTED BY:

City Secretary

Mayor Rudy Villarreal

CERTIFICATE OF COUNTY LEGAL COUNSEL

I have examined the foregoing Agreement, and as Legal Counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

_____

Date

BY:_____

Stephen L. Crain
Legal Counsel County of Hidalgo

APPROVED BY:
COMMISSIONERS' COURT
ON:_____

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of Alton**, a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the twenty fifth, twenty sixth, and twenty seventh year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Application; and

WHEREAS, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

SECTION 1

The City agrees to allow the County to include the City's population in order to qualify for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program the HOME Investment Partnership Program and other funding as may be authorized by HUD and included in the County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation.

SECTION II

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

SECTION III

The City and County agree to take all actions deemed necessary by the County, in its sole discretion, to assure compliance with the Hidalgo County's certification as an urban county required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, to carry out the County's Consolidated Plan, its Community Development Programs and/or meet any and all other requirements of the CDBG and HOME Programs and other applicable laws. Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification. The City and County also agree to undertake all required actions to comply with the provisions of the National Environmental Act of 1969. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding termination or other remedial actions by the Department of Housing and Urban Development.

SECTION IV

The City agrees to give the County authority to carry out activities which will be funded from annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME Program, and ESG Program funds from Federal Fiscal Years 2012, 2013, and 2014, appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

SECTION V

The County and City have adopted and are enforcing a policy which prohibits that use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdiction.

SECTION VI

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal fund from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

SECTION VII

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2012, 2013, and 2014.

SECTION VIII

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

SECTION IX

This agreement must remain in full force and effect unit all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from the agreement while the agreement remains in effect.

SECTION X

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the C.D.B.G. and HOME Investment Partnership Act funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

SECTION XI

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising form HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

SECTION XII

It is fully understand by the City that the County, after consultation with the City, has final responsibility for selecting all Consolidated Plan activities and annually filing with HUD the One Year Plan required under the CPS. The County shall also be responsible for the general administration of all activities including the filing all annual grant requests, drawing all grant funds, submitting annual performance reports, and administrating all letters of credit.

SECTION XIII

This Agreement shall be of no force and effect unless and until it is executed by both parties hereto and certified by Counsel for the County.

IN TESTIMONY WHEREOF, this instrument has been executed in triplicate originals, each to have the force and effect of an original as follows: (a) It has been executed on behalf of Hidalgo County on the _____day of _____, 2011, by its Mayor and attested by its City Secretary pursuant to _____of the City Council of the City authorizing execution.

COUNTY OF HIDALGO

ATTESTED BY:

Arturo Guajardo, Jr., County Clerk

Ramon Garcia, County Judge

CITY OF ALTON

ATTESTED BY:

Baudelia Rojas

City Secretary

Mayor Salvador Vela

CITY OF ALTON TEXAS

CERTIFICATE OF COUNTY LEGAL COUNSEL

I have examined the foregoing Agreement, and as Legal Counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

_____

Date

BY:_____

Stephen L. Crain
Legal Counsel County of Hidalgo

APPROVED BY:
COMMISSIONERS' COURT
ON:_____

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of Donna,** a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the twenty fifth, twenty sixth, and twenty seventh year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Application; and

WHEREAS, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

SECTION 1

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By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation.

SECTION II

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

SECTION III

The City and County agree to take all actions deemed necessary by the County, in its sole discretion, to assure compliance with the Hidalgo County's certification as an urban county required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, to carry out the County's Consolidated Plan, its Community Development Programs and/or meet any and all other requirements of the CDBG and HOME Programs and other applicable laws. Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification. The City and County also agree to undertake all required actions to comply with the provisions of the National Environmental Act of 1969. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding termination or other remedial actions by the Department of Housing and Urban Development.

SECTION IV

The City agrees to give the County authority to carry out activities which will be funded from annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME Program, and ESG Program funds from Federal Fiscal Years 2012, 2013, and 2014, appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

SECTION V

The County and City have adopted and are enforcing a policy which prohibits that use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdiction.

SECTION VI

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal fund from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

SECTION VII

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2012, 2013, and 2014.

SECTION VIII

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

SECTION IX

This agreement must remain in full force and effect unit all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from the agreement while the agreement remains in effect.

SECTION X

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the C.D.B.G. and HOME Investment Partnership Act funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

SECTION XI

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising form HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

SECTION XII

It is fully understand by the City that the County, after consultation with the City, has final responsibility for selecting all Consolidated Plan activities and annually filing with HUD the One Year Plan required under the CPS. The County shall also be responsible for the general administration of all activities including the filing all annual grant requests, drawing all grant funds, submitting annual performance reports, and administrating all letters of credit.

SECTION XIII

This Agreement shall be of no force and effect unless and until it is executed by both parties hereto and certified by Counsel for the County.

IN TESTIMONY WHEREOF, this instrument has been executed in triplicate originals, each to have the force and effect of an original as follows: (a) It has been executed on behalf of Hidalgo County on the _____day of _____, 2011, by its Mayor and attested by its City Secretary pursuant to _____of the City Council of the City authorizing execution.

COUNTY OF HIDALGO

ATTESTED BY:

Arturo Guajardo, Jr., County Clerk

Ramon Garcia, County Judge

CITY OF DONNA

ATTESTED BY:

Martha Alvarado
City Secretary

Mayor David Simmons

CERTIFICATE OF COUNTY LEGAL COUNSEL

I have examined the foregoing Agreement, and as Legal Counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

_____
Date

BY: _____
Stephen L. Crain
Legal Counsel County of Hidalgo

APPROVED BY:
COMMISSIONERS' COURT
ON: _____

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of Edcouch**, a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the twenty fifth, twenty sixth, and twenty seventh year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Application; and

WHEREAS, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

SECTION 1

The City agrees to allow the County to include the City's population in order to qualify for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program the HOME Investment Partnership Program and other funding as may be authorized by HUD and included in the County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation.

SECTION II

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

SECTION III

The City and County agree to take all actions deemed necessary by the County, in its sole discretion, to assure compliance with the Hidalgo County's certification as an urban county required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, to carry out the County's Consolidated Plan, its Community Development Programs and/or meet any and all other requirements of the CDBG and HOME Programs and other applicable laws. Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification. The City and County also agree to undertake all required actions to comply with the provisions of the National Environmental Act of 1969. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding termination or other remedial actions by the Department of Housing and Urban Development.

SECTION IV

The City agrees to give the County authority to carry out activities which will be funded from annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME Program, and ESG Program funds from Federal Fiscal Years 2012, 2013, and 2014, appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

SECTION V

The County and City have adopted and are enforcing a policy which prohibits that use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdiction.

SECTION VI

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal fund from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

SECTION VII

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2012, 2013, and 2014.

SECTION VIII

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

SECTION IX

This agreement must remain in full force and effect unit all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from the agreement while the agreement remains in effect.

SECTION X

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the C.D.B.G. and HOME Investment Partnership Act funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

SECTION XI

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising form HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

SECTION XII

It is fully understand by the City that the County, after consultation with the City, has final responsibility for selecting all Consolidated Plan activities and annually filing with HUD the One Year Plan required under the CPS. The County shall also be responsible for the general administration of all activities including the filing all annual grant requests, drawing all grant funds, submitting annual performance reports, and administrating all letters of credit.

SECTION XIII

This Agreement shall be of no force and effect unless and until it is executed by both parties hereto and certified by Counsel for the County.

IN TESTIMONY WHEREOF, this instrument has been executed in triplicate originals, each to have the force and effect of an original as follows: (a) It has been executed on behalf of Hidalgo County on the _____day of _____, 2011, by its Mayor and attested by its City Secretary pursuant to _____of the City Council of the City authorizing execution.

COUNTY OF HIDALGO

ATTESTED BY:

_____ _____

Arturo Guajardo, Jr., County Clerk Ramon Garcia, County Judge

CITY OF EDCOUCH

ATTESTED BY:

_____ _____

City Secretary Mayor Robert T. Schmalzried

CERTIFICATE OF COUNTY LEGAL COUNSEL

I have examined the foregoing Agreement, and as Legal Counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

_____

Date

BY:_____

Stephen L. Crain
Legal Counsel County of Hidalgo

APPROVED BY:
COMMISSIONERS' COURT
ON:_____

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of Elsa**, a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the twenty fifth, twenty sixth, and twenty seventh year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Application; and

WHEREAS, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

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By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation.

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SECTION III

The City and County agree to take all actions deemed necessary by the County, in its sole discretion, to assure compliance with the Hidalgo County's certification as an urban county required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, to carry out the County's Consolidated Plan, its Community Development Programs and/or meet any and all other requirements of the CDBG and HOME Programs and other applicable laws. Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification. The City and County also agree to undertake all required actions to comply with the provisions of the National Environmental Act of 1969. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding termination or other remedial actions by the Department of Housing and Urban Development.

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SECTION V

The County and City have adopted and are enforcing a policy which prohibits that use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdiction.

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SECTION VII

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2012, 2013, and 2014.

SECTION VIII

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

SECTION IX

This agreement must remain in full force and effect unit all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from the agreement while the agreement remains in effect.

SECTION X

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the C.D.B.G. and HOME Investment Partnership Act funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

SECTION XI

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising form HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

SECTION XII

It is fully understand by the City that the County, after consultation with the City, has final responsibility for selecting all Consolidated Plan activities and annually filing with HUD the One Year Plan required under the CPS. The County shall also be responsible for the general administration of all activities including the filing all annual grant requests, drawing all grant funds, submitting annual performance reports, and administrating all letters of credit.

SECTION XIII

This Agreement shall be of no force and effect unless and until it is executed by both parties hereto and certified by Counsel for the County.

IN TESTIMONY WHEREOF, this instrument has been executed in triplicate originals, each to have the force and effect of an original as follows: (a) It has been executed on behalf of Hidalgo County on the _____day of _____, 2011, by its Mayor and attested by its City Secretary pursuant to _____of the City Council of the City authorizing execution.

COUNTY OF HIDALGO

ATTESTED BY:

_____ _____

Arturo Guajardo, Jr., County Clerk Ramon Garcia, County Judge

CITY OF ELSA

ATTESTED BY:

_____ _____

City Secretary Mayor Alonzo "AL" Perez

CERTIFICATE OF COUNTY LEGAL COUNSEL

I have examined the foregoing Agreement, and as Legal Counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

_____

Date

BY: _____

Stephen L. Crain
Legal Counsel County of Hidalgo

APPROVED BY:
COMMISSIONERS' COURT
ON: _____

STATE OF TEXAS {

{

COUNTY OF HIDALGO {

COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of Granjeno,** a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the twenty fifth, twenty sixth, and twenty seventh year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Application; and

WHEREAS, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

SECTION I

The City agrees to allow the County to include the City's population in order to qualify for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program the HOME Investment Partnership Program and other funding as may be authorized by HUD and included in the County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation.

SECTION II

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

SECTION III

The City and County agree to take all actions deemed necessary by the County, in its sole discretion, to assure compliance with the Hidalgo County's certification as an urban county required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, to carry out the County's Consolidated Plan, its Community Development Programs and/or meet any and all other requirements of the CDBG and HOME Programs and other applicable laws. Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification. The City and County also agree to undertake all required actions to comply with the provisions of the National Environmental Act of 1969. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding termination or other remedial actions by the Department of Housing and Urban Development.

SECTION IV

The City agrees to give the County authority to carry out activities which will be funded from annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME Program, and ESG Program funds from Federal Fiscal Years 2012, 2013, and 2014, appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

SECTION V

The County and City have adopted and are enforcing a policy which prohibits that use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdiction.

SECTION VI

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SECTION VII

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2012, 2013, and 2014.

SECTION VIII

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

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This agreement must remain in full force and effect unit all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from the agreement while the agreement remains in effect.

SECTION X

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the C.D.B.G. and HOME Investment Partnership Act funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

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SECTION XIII

This Agreement shall be of no force and effect unless and until it is executed by both parties hereto and certified by Counsel for the County.

IN TESTIMONY WHEREOF, this instrument has been executed in triplicate originals, each to have the force and effect of an original as follows: (a) It has been executed on behalf of Hidalgo County on the 07th day of June, 2011, by its Mayor and attested by its City Secretary pursuant to _____ of the City Council of the City authorizing execution.

COUNTY OF HIDALGO

ATTESTED BY:

Arturo Guajardo, Jr., County Clerk

Ramon Garcia, County Judge

CITY OF GRANJENO

ATTESTED BY:

City Secretary

Mayor Rafael Garza

CERTIFICATE OF COUNTY LEGAL COUNSEL

I have examined the foregoing Agreement, and as Legal Counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

_____

Date

BY:_____

Stephen L. Crain
Legal Counsel County of Hidalgo

APPROVED BY:
COMMISSIONERS' COURT
ON:_____

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of Hidalgo**, a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the twenty fifth, twenty sixth, and twenty seventh year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

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WHEREAS, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

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All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2012, 2013, and 2014.

SECTION VIII

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

SECTION IX

This agreement must remain in full force and effect unit all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from the agreement while the agreement remains in effect.

SECTION X

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the C.D.B.G. and HOME Investment Partnership Act funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

SECTION XI

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising form HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

SECTION XII

It is fully understand by the City that the County, after consultation with the City, has final responsibility for selecting all Consolidated Plan activities and annually filing with HUD the One Year Plan required under the CPS. The County shall also be responsible for the general administration of all activities including the filing all annual grant requests, drawing all grant funds, submitting annual performance reports, and administrating all letters of credit.

SECTION XIII

This Agreement shall be of no force and effect unless and until it is executed by both parties hereto and certified by Counsel for the County.

IN TESTIMONY WHEREOF, this instrument has been executed in triplicate originals, each to have the force and effect of an original as follows: (a) It has been executed on behalf of Hidalgo County on the 10th day of May, 2011, by its Mayor and attested by its City Secretary pursuant to Approval of the City Council of the City authorizing execution.

COUNTY OF HIDALGO

ATTESTED BY:

Arturo Guajardo, Jr., County Clerk

Ramon Garcia, County Judge

CITY OF HIDALGO

ATTESTED BY:

City Secretary

Mayor John D. Franz

CERTIFICATE OF COUNTY LEGAL COUNSEL

I have examined the foregoing Agreement, and as Legal Counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

May 24, 2011
Date

BY: _____
Stephen L. Crain
Legal Counsel County of Hidalgo

APPROVED BY:
COMMISSIONERS' COURT
ON:_____

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of La Joya**, a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the twenty fifth, twenty sixth, and twenty seventh year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Application; and

WHEREAS, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

SECTION 1

The City agrees to allow the County to include the City's population in order to qualify for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program the HOME Investment Partnership Program and other funding as may be authorized by HUD and included in the County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation.

SECTION II

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

SECTION III

The City and County agree to take all actions deemed necessary by the County, in its sole discretion, to assure compliance with the Hidalgo County's certification as an urban county required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, to carry out the County's Consolidated Plan, its Community Development Programs and/or meet any and all other requirements of the CDBG and HOME Programs and other applicable laws. Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification. The City and County also agree to undertake all required actions to comply with the provisions of the National Environmental Act of 1969. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding termination or other remedial actions by the Department of Housing and Urban Development.

SECTION IV

The City agrees to give the County authority to carry out activities which will be funded from annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME Program, and ESG Program funds from Federal Fiscal Years 2012, 2013, and 2014, appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

SECTION V

The County and City have adopted and are enforcing a policy which prohibits that use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdiction.

SECTION VI

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal fund from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

SECTION VII

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2012, 2013, and 2014.

SECTION VIII

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

SECTION IX

This agreement must remain in full force and effect unit all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from the agreement while the agreement remains in effect.

SECTION X

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the C.D.B.G. and HOME Investment Partnership Act funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

SECTION XI

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising form HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

SECTION XII

It is fully understand by the City that the County, after consultation with the City, has final responsibility for selecting all Consolidated Plan activities and annually filing with HUD the One Year Plan required under the CPS. The County shall also be responsible for the general administration of all activities including the filing all annual grant requests, drawing all grant funds, submitting annual performance reports, and administrating all letters of credit.

SECTION XIII

This Agreement shall be of no force and effect unless and until it is executed by both parties hereto and certified by Counsel for the County.

IN TESTIMONY WHEREOF, this instrument has been executed in triplicate originals, each to have the force and effect of an original as follows: (a) It has been executed on behalf of Hidalgo County on the _____day of _____, 2011, by its Mayor and attested by its City Secretary pursuant to _____of the City Council of the City authorizing execution.

COUNTY OF HIDALGO

ATTESTED BY:

Arturo Guajardo, Jr., County Clerk

Ramon Garcia, County Judge

CITY OF LA JOYA

ATTESTED BY:

City Secretary
City Adm.

Mayor J.A. "Fito" Salinas

CERTIFICATE OF COUNTY LEGAL COUNSEL

I have examined the foregoing Agreement, and as Legal Counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

_____
Date

BY: _____
Stephen L. Crain
Legal Counsel County of Hidalgo

APPROVED BY:
COMMISSIONERS' COURT
ON: _____

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of La Villa**, a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the twenty fifth, twenty sixth, and twenty seventh year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Application; and

WHEREAS, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

SECTION 1

The City agrees to allow the County to include the City's population in order to qualify for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program the HOME Investment Partnership Program and other funding as may be authorized by HUD and included in the County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation.

SECTION II

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

SECTION III

The City and County agree to take all actions deemed necessary by the County, in its sole discretion, to assure compliance with the Hidalgo County's certification as an urban county required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, to carry out the County's Consolidated Plan, its Community Development Programs and/or meet any and all other requirements of the CDBG and HOME Programs and other applicable laws. Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification. The City and County also agree to undertake all required actions to comply with the provisions of the National Environmental Act of 1969. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding termination or other remedial actions by the Department of Housing and Urban Development.

SECTION IV

The City agrees to give the County authority to carry out activities which will be funded from annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME Program, and ESG Program funds from Federal Fiscal Years 2012, 2013, and 2014, appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

SECTION V

The County and City have adopted and are enforcing a policy which prohibits that use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdiction.

SECTION VI

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal fund from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

SECTION VII

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2012, 2013, and 2014.

SECTION VIII

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

SECTION IX

This agreement must remain in full force and effect unit all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from the agreement while the agreement remains in effect.

SECTION X

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the C.D.B.G. and HOME Investment Partnership Act funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

SECTION XI

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising form HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

SECTION XII

It is fully understand by the City that the County, after consultation with the City, has final responsibility for selecting all Consolidated Plan activities and annually filing with HUD the One Year Plan required under the CPS. The County shall also be responsible for the general administration of all activities including the filing all annual grant requests, drawing all grant funds, submitting annual performance reports, and administrating all letters of credit.

SECTION XIII

This Agreement shall be of no force and effect unless and until it is executed by both parties hereto and certified by Counsel for the County.

IN TESTIMONY WHEREOF, this instrument has been executed in triplicate originals, each to have the force and effect of an original as follows: (a) It has been executed on behalf of Hidalgo County on the _____day of _____, 2011, by its Mayor and attested by its City Secretary pursuant to _____of the City Council of the City authorizing execution.

COUNTY OF HIDALGO

ATTESTED BY:

Arturo Guajardo, Jr., County Clerk

Ramon Garcia, County Judge

CITY OF LA VILLA

ATTESTED BY:

City Secretary

Mayor Hector Elizondo

CERTIFICATE OF COUNTY LEGAL COUNSEL

I have examined the foregoing Agreement, and as Legal Counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

_____
Date

BY: _____
Stephen L. Crain
Legal Counsel County of Hidalgo

APPROVED BY:
COMMISSIONERS' COURT
ON: _____

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of Mercedes**, a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the twenty fifth, twenty sixth, and twenty seventh year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Application; and

WHEREAS, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

SECTION 1

The City agrees to allow the County to include the City's population in order to qualify for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program the HOME Investment Partnership Program and other funding as may be authorized by HUD and included in the County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation.

SECTION II

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

SECTION III

The City and County agree to take all actions deemed necessary by the County, in its sole discretion, to assure compliance with the Hidalgo County's certification as an urban county required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, to carry out the County's Consolidated Plan, its Community Development Programs and/or meet any and all other requirements of the CDBG and HOME Programs and other applicable laws. Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification. The City and County also agree to undertake all required actions to comply with the provisions of the National Environmental Act of 1969. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding termination or other remedial actions by the Department of Housing and Urban Development.

SECTION IV

The City agrees to give the County authority to carry out activities which will be funded from annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME Program, and ESG Program funds from Federal Fiscal Years 2012, 2013, and 2014, appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

SECTION V

The County and City have adopted and are enforcing a policy which prohibits that use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdiction.

SECTION VI

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal fund from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

SECTION VII

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2012, 2013, and 2014.

SECTION VIII

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

SECTION IX

This agreement must remain in full force and effect unit all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from the agreement while the agreement remains in effect.

SECTION X

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the C.D.B.G. and HOME Investment Partnership Act funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

SECTION XI

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising form HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

SECTION XII

It is fully understand by the City that the County, after consultation with the City, has final responsibility for selecting all Consolidated Plan activities and annually filing with HUD the One Year Plan required under the CPS. The County shall also be responsible for the general administration of all activities including the filing all annual grant requests, drawing all grant funds, submitting annual performance reports, and administrating all letters of credit.

SECTION XIII

This Agreement shall be of no force and effect unless and until it is executed by both parties hereto and certified by Counsel for the County.

IN TESTIMONY WHEREOF, this instrument has been executed in triplicate originals, each to have the force and effect of an original as follows: (a) It has been executed on behalf of Hidalgo County on the _____day of _____, 2011, by its Mayor and attested by its City Secretary pursuant to _____of the City Council of the City authorizing execution.

COUNTY OF HIDALGO

ATTESTED BY:

Arturo Guajardo, Jr., County Clerk

Ramon Garcia, County Judge

CITY OF MERCEDES

ATTESTED BY:

City Secretary, Arcelia L. Felix

Mayor Pro-Tem Diana Tovar

CERTIFICATE OF COUNTY LEGAL COUNSEL

I have examined the foregoing Agreement, and as Legal Counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

_____ BY: _____

Date

Stephen L. Crain
Legal Counsel County of Hidalgo

APPROVED BY:
COMMISSIONERS' COURT
ON:_____

STATE OF TEXAS {

{

COUNTY OF HIDALGO {

COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of Palmhurst**, a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the twenty fifth, twenty sixth, and twenty seventh year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Application; and

WHEREAS, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

SECTION 1

The City agrees to allow the County to include the City's population in order to qualify for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program the HOME Investment Partnership Program and other funding as may be authorized by HUD and included in the County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation.

SECTION II

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

SECTION III

The City and County agree to take all actions deemed necessary by the County, in its sole discretion, to assure compliance with the Hidalgo County's certification as an urban county required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, to carry out the County's Consolidated Plan, its Community Development Programs and/or meet any and all other requirements of the CDBG and HOME Programs and other applicable laws. Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification. The City and County also agree to undertake all required actions to comply with the provisions of the National Environmental Act of 1969. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding termination or other remedial actions by the Department of Housing and Urban Development.

SECTION IV

The City agrees to give the County authority to carry out activities which will be funded from annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME Program, and ESG Program funds from Federal Fiscal Years 2012, 2013, and 2014, appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

SECTION V

The County and City have adopted and are enforcing a policy which prohibits that use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdiction.

SECTION VI

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal fund from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

SECTION VII

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2012, 2013, and 2014.

SECTION VIII

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

SECTION IX

This agreement must remain in full force and effect unit all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from the agreement while the agreement remains in effect.

SECTION X

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the C.D.B.G. and HOME Investment Partnership Act funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

SECTION XI

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising form HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

SECTION XII

It is fully understand by the City that the County, after consultation with the City, has final responsibility for selecting all Consolidated Plan activities and annually filing with HUD the One Year Plan required under the CPS. The County shall also be responsible for the general administration of all activities including the filing all annual grant requests, drawing all grant funds, submitting annual performance reports, and administrating all letters of credit.

SECTION XIII

This Agreement shall be of no force and effect unless and until it is executed by both parties hereto and certified by Counsel for the County.

IN TESTIMONY WHEREOF, this instrument has been executed in triplicate originals, each to have the force and effect of an original as follows: (a) It has been executed on behalf of Hidalgo County on the _____day of _____, 2011, by its Mayor and attested by its City Secretary pursuant to _____of the City Council of the City authorizing execution.

COUNTY OF HIDALGO

ATTESTED BY:

Arturo Guajardo, Jr., County Clerk

Ramon Garica, County Judge

CITY OF PALMHURST

ATTESTED BY:

Celina Perez
City Secretary

Ramiro J. Rodriguez Jr.
Mayor Ramiro Rodriguez

CITY OF PALMHURST TEXAS

CERTIFICATE OF COUNTY LEGAL COUNSEL

I have examined the foregoing Agreement, and as Legal Counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

_____
Date

BY:_____
Stephen L. Crain
Legal Counsel County of Hidalgo

APPROVED BY:
COMMISSIONERS' COURT
ON:_____

STATE OF TEXAS {

{

COUNTY OF HIDALGO {

COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of Palmview**, a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the twenty fifth, twenty sixth, and twenty seventh year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Application; and

WHEREAS, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

SECTION 1

The City agrees to allow the County to include the City's population in order to qualify for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program the HOME Investment Partnership Program and other funding as may be authorized by HUD and included in the County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation.

SECTION II

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

SECTION III

The City and County agree to take all actions deemed necessary by the County, in its sole discretion, to assure compliance with the Hidalgo County's certification as an urban county required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, to carry out the County's Consolidated Plan, its Community Development Programs and/or meet any and all other requirements of the CDBG and HOME Programs and other applicable laws. Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification. The City and County also agree to undertake all required actions to comply with the provisions of the National Environmental Act of 1969. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding termination or other remedial actions by the Department of Housing and Urban Development.

SECTION IV

The City agrees to give the County authority to carry out activities which will be funded from annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME Program, and ESG Program funds from Federal Fiscal Years 2012, 2013, and 2014, appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

SECTION V

The County and City have adopted and are enforcing a policy which prohibits that use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdiction.

SECTION VI

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal fund from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

SECTION VII

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2012, 2013, and 2014.

SECTION VIII

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

SECTION IX

This agreement must remain in full force and effect unit all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from the agreement while the agreement remains in effect.

SECTION X

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the C.D.B.G. and HOME Investment Partnership Act funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

SECTION XI

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising form HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

SECTION XII

It is fully understand by the City that the County, after consultation with the City, has final responsibility for selecting all Consolidated Plan activities and annually filing with HUD the One Year Plan required under the CPS. The County shall also be responsible for the general administration of all activities including the filing all annual grant requests, drawing all grant funds, submitting annual performance reports, and administrating all letters of credit.

SECTION XIII

This Agreement shall be of no force and effect unless and until it is executed by both parties hereto and certified by Counsel for the County.

IN TESTIMONY WHEREOF, this instrument has been executed in triplicate originals, each to have the force and effect of an original as follows: (a) It has been executed on behalf of Hidalgo County on the _____day of _____, 2011, by its Mayor and attested by its City Secretary pursuant to _____of the City Council of the City authorizing execution.

COUNTY OF HIDALGO

ATTESTED BY:

_____ _____

Arturo Guajardo, Jr., County Clerk

Ramon Garcia, County Judge

CITY OF PALMVIEW

ATTESTED BY:

_____

City Secretary

_____

Mayor Jorge Garcia

CERTIFICATE OF COUNTY LEGAL COUNSEL

I have examined the foregoing Agreement, and as Legal Counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

_____
Date

BY: _____
Stephen L. Crain
Legal Counsel County of Hidalgo

APPROVED BY:
COMMISSIONERS' COURT
ON:_____

STATE OF TEXAS {

{

COUNTY OF HIDALGO {

COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of Peñitas,** a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the twenty fifth, twenty sixth, and twenty seventh year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Application; and

WHEREAS, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

SECTION 1

The City agrees to allow the County to include the City's population in order to qualify for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program the HOME Investment Partnership Program and other funding as may be authorized by HUD and included in the County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation.

SECTION II

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

SECTION III

The City and County agree to take all actions deemed necessary by the County, in its sole discretion, to assure compliance with the Hidalgo County's certification as an urban county required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, to carry out the County's Consolidated Plan, its Community Development Programs and/or meet any and all other requirements of the CDBG and HOME Programs and other applicable laws. Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification. The City and County also agree to undertake all required actions to comply with the provisions of the National Environmental Act of 1969. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding termination or other remedial actions by the Department of Housing and Urban Development.

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The City agrees to give the County authority to carry out activities which will be funded from annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME Program, and ESG Program funds from Federal Fiscal Years 2012, 2013, and 2014, appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

SECTION V

The County and City have adopted and are enforcing a policy which prohibits that use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdiction.

SECTION VI

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal fund from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

SECTION VII

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2012, 2013, and 2014.

SECTION VIII

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

SECTION IX

This agreement must remain in full force and effect unit all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from the agreement while the agreement remains in effect.

SECTION X

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the C.D.B.G. and HOME Investment Partnership Act funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

SECTION XI

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising form HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

SECTION XII

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SECTION XIII

This Agreement shall be of no force and effect unless and until it is executed by both parties hereto and certified by Counsel for the County.

IN TESTIMONY WHEREOF, this instrument has been executed in triplicate originals, each to have the force and effect of an original as follows: (a) It has been executed on behalf of Hidalgo County on the _____day of _____, 2011, by its Mayor and attested by its City Secretary pursuant to _____of the City Council of the City authorizing execution.

COUNTY OF HIDALGO

ATTESTED BY:

_____ _____

Arturo Guajardo, Jr., County Clerk

Ramon Garcia, County Judge

CITY OF PEÑITAS

ATTESTED BY:

Ana Cantu

City Secretary

Marcos Ochoa

Mayor Marcos Ochoa

CERTIFICATE OF COUNTY LEGAL COUNSEL

I have examined the foregoing Agreement, and as Legal Counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

_____ BY:_____

Date

Stephen L. Crain
Legal Counsel County of Hidalgo

APPROVED BY:
COMMISSIONERS' COURT
ON:_____

STATE OF TEXAS {

{

COUNTY OF HIDALGO {

COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of Progreso,** a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the twenty fifth, twenty sixth, and twenty seventh year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Application; and

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WHEREAS, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

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The City agrees to give the County authority to carry out activities which will be funded from annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME Program, and ESG Program funds from Federal Fiscal Years 2012, 2013, and 2014, appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

SECTION V

The County and City have adopted and are enforcing a policy which prohibits that use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdiction.

SECTION VI

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal fund from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

SECTION VII

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2012, 2013, and 2014.

SECTION VIII

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

SECTION IX

This agreement must remain in full force and effect unit all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from the agreement while the agreement remains in effect.

SECTION X

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the C.D.B.G. and HOME Investment Partnership Act funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

SECTION XI

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising form HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

SECTION XII

It is fully understand by the City that the County, after consultation with the City, has final responsibility for selecting all Consolidated Plan activities and annually filing with HUD the One Year Plan required under the CPS. The County shall also be responsible for the general administration of all activities including the filing all annual grant requests, drawing all grant funds, submitting annual performance reports, and administrating all letters of credit.

SECTION XIII

This Agreement shall be of no force and effect unless and until it is executed by both parties hereto and certified by Counsel for the County.

IN TESTIMONY WHEREOF, this instrument has been executed in triplicate originals, each to have the force and effect of an original as follows: (a) It has been executed on behalf of Hidalgo County on the _____day of _____, 2011, by its Mayor and attested by its City Secretary pursuant to _____of the City Council of the City authorizing execution.

COUNTY OF HIDALGO

ATTESTED BY:

Arturo Guajardo, Jr., County Clerk

Ramon Garcia, III, County Judge

CITY OF PROGRESO

ATTESTED BY:

City Secretary

Mayor Omar Vela

CERTIFICATE OF COUNTY LEGAL COUNSEL

I have examined the foregoing Agreement, and as Legal Counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

_____

Date

BY: _____

Stephen L. Crain
Legal Counsel County of Hidalgo

APPROVED BY:
COMMISSIONERS' COURT
ON: _____

STATE OF TEXAS {

{

COUNTY OF HIDALGO {

COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of Progreso Lakes**, a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the twenty fifth, twenty sixth, and twenty seventh year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Application; and

WHEREAS, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

SECTION 1

The City agrees to allow the County to include the City's population in order to qualify for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program the HOME Investment Partnership Program and other funding as may be authorized by HUD and included in the County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation.

SECTION II

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

SECTION III

The City and County agree to take all actions deemed necessary by the County, in its sole discretion, to assure compliance with the Hidalgo County's certification as an urban county required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, to carry out the County's Consolidated Plan, its Community Development Programs and/or meet any and all other requirements of the CDBG and HOME Programs and other applicable laws. Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification. The City and County also agree to undertake all required actions to comply with the provisions of the National Environmental Act of 1969. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding termination or other remedial actions by the Department of Housing and Urban Development.

SECTION IV

The City agrees to give the County authority to carry out activities which will be funded from annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME Program, and ESG Program funds from Federal Fiscal Years 2012, 2013, and 2014, appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

SECTION V

The County and City have adopted and are enforcing a policy which prohibits that use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdiction.

SECTION VI

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal fund from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

SECTION VII

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2012, 2013, and 2014.

SECTION VIII

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

SECTION IX

This agreement must remain in full force and effect unit all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from the agreement while the agreement remains in effect.

SECTION X

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the C.D.B.G. and HOME Investment Partnership Act funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

SECTION XI

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising form HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

SECTION XII

It is fully understand by the City that the County, after consultation with the City, has final responsibility for selecting all Consolidated Plan activities and annually filing with HUD the One Year Plan required under the CPS. The County shall also be responsible for the general administration of all activities including the filing all annual grant requests, drawing all grant funds, submitting annual performance reports, and administrating all letters of credit.

SECTION XIII

This Agreement shall be of no force and effect unless and until it is executed by both parties hereto and certified by Counsel for the County.

IN TESTIMONY WHEREOF, this instrument has been executed in triplicate originals, each to have the force and effect of an original as follows: (a) It has been executed on behalf of Hidalgo County on the _____day of _____, 2011, by its Mayor and attested by its City Secretary pursuant to _____of the City Council of the City authorizing execution.

COUNTY OF HIDALGO

ATTESTED BY:

_____ _____

Arturo Guajardo, Jr., County Clerk

Ramon Garcia, County Judge

CITY OF PROGRESO LAKES

ATTESTED BY:

_____ _____

City Secretary

Mayor O.D. Emery

CERTIFICATE OF COUNTY LEGAL COUNSEL

I have examined the foregoing Agreement, and as Legal Counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

_____

Date

BY:_____

Stephen L. Crain
Legal Counsel County of Hidalgo

APPROVED BY:
COMMISSIONERS' COURT
ON:_____

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of San Juan**, a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the twenty fifth, twenty sixth, and twenty seventh year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Application; and

WHEREAS, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

SECTION 1

The City agrees to allow the County to include the City's population in order to qualify for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program the HOME Investment Partnership Program and other funding as may be authorized by HUD and included in the County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation.

SECTION II

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

SECTION III

The City and County agree to take all actions deemed necessary by the County, in its sole discretion, to assure compliance with the Hidalgo County's certification as an urban county required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, to carry out the County's Consolidated Plan, its Community Development Programs and/or meet any and all other requirements of the CDBG and HOME Programs and other applicable laws. Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification. The City and County also agree to undertake all required actions to comply with the provisions of the National Environmental Act of 1969. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding termination or other remedial actions by the Department of Housing and Urban Development.

SECTION IV

The City agrees to give the County authority to carry out activities which will be funded from annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME Program, and ESG Program funds from Federal Fiscal Years 2012, 2013, and 2014, appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

SECTION V

The County and City have adopted and are enforcing a policy which prohibits that use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdiction.

SECTION VI

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal fund from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

SECTION VII

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2012, 2013, and 2014.

SECTION VIII

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

SECTION IX

This agreement must remain in full force and effect unit all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from the agreement while the agreement remains in effect.

SECTION X

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the C.D.B.G. and HOME Investment Partnership Act funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

SECTION XI

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising form HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

SECTION XII

It is fully understand by the City that the County, after consultation with the City, has final responsibility for selecting all Consolidated Plan activities and annually filing with HUD the One Year Plan required under the CPS. The County shall also be responsible for the general administration of all activities including the filing all annual grant requests, drawing all grant funds, submitting annual performance reports, and administrating all letters of credit.

SECTION XIII

This Agreement shall be of no force and effect unless and until it is executed by both parties hereto and certified by Counsel for the County.

IN TESTIMONY WHEREOF, this instrument has been executed in triplicate originals, each to have the force and effect of an original as follows: (a) It has been executed on behalf of Hidalgo County on the _____day of _____, 2011, by its City Manager and attested by its City Secretary pursuant to _____ of the City Council of the City authorizing executive.

COUNTY OF HIDALGO

ATTESTED BY:

_____
Arturo Guajardo, County Clerk

_____
Ramon Garcia, County Judge

CITY OF SAN JUAN

ATTESTED BY:

Humberto "Bobby" Rodriguez
Humberto "Bobby" Rodriguez, City Secretary

Juan J. Rodriguez, City Manager

Approved as to Form:
City of San Juan
By: _____
Jerry Munoz, City Attorney

CERTIFICATE OF COUNTY LEGAL COUNSEL

I have examined the foregoing Agreement, and as Legal Counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

_____
Date

BY:_____
Stephen L. Crain
Legal Counsel County of Hidalgo

APPROVED BY:
COMMISSIONERS' COURT
ON:_____

STATE OF TEXAS {

{

COUNTY OF HIDALGO {

COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of Sullivan City**, a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the twenty fifth, twenty sixth, and twenty seventh year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Application; and

WHEREAS, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

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SECTION 1

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By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation.

SECTION II

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

SECTION III

The City and County agree to take all actions deemed necessary by the County, in its sole discretion, to assure compliance with the Hidalgo County's certification as an urban county required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, to carry out the County's Consolidated Plan, its Community Development Programs and/or meet any and all other requirements of the CDBG and HOME Programs and other applicable laws. Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification. The City and County also agree to undertake all required actions to comply with the provisions of the National Environmental Act of 1969. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding termination or other remedial actions by the Department of Housing and Urban Development.

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SECTION V

The County and City have adopted and are enforcing a policy which prohibits the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdiction.

SECTION VI

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal fund from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

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SECTION VIII

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

SECTION IX

This agreement must remain in full force and effect until all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from the agreement while the agreement remains in effect.

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Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the CDBG and HOME Investment Partnership Act funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

SECTION XI

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising form HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

SECTION XII

It is fully understood by the City that the County, after consultation with the City, has final responsibility for selecting all Consolidated Plan activities and annually filing with HUD the One Year Plan required under the CPS. The County shall also be responsible for the general administration of all activities including the filing of all annual grant requests, drawing all grant funds, submitting annual performance reports, and administrating all letters of credit.

SECTION XIII

This Agreement shall be of no force and effect unless and until it is executed by both parties hereto and certified by Counsel for the County.

IN TESTIMONY WHEREOF, this instrument has been executed in triplicate originals, each to have the force and effect of an original as follows: (a) It has been executed on behalf of Hidalgo County on the _____day of _____, 2011, by its Mayor and attested by its City Secretary pursuant to _____of the City Council of the City authorizing execution.

COUNTY OF HIDALGO

ATTESTED BY:

_____ _____

Arturo Guajardo, Jr., County Clerk

Ramon Garcia, County Judge

CITY OF SULLIVAN

ATTESTED BY:

City Secretary

Mayor Rosendo "Cheno" Benavides

CERTIFICATE OF COUNTY LEGAL COUNSEL

I have examined the foregoing Agreement, and as Legal Counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

_____
Date

BY:_____
Stephen L. Crain
Legal Counsel County of Hidalgo

APPROVED BY:
COMMISSIONERS' COURT
ON:_____

STATE OF TEXAS {

{

COUNTY OF HIDALGO {

COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of Weslaco**, a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the twenty fifth, twenty sixth, and twenty seventh year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Application; and

WHEREAS, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

SECTION 1

The City agrees to allow the County to include the City's population in order to qualify for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program the HOME Investment Partnership Program and other funding as may be authorized by HUD and included in the County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation.

SECTION II

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

SECTION III

The City and County agree to take all actions deemed necessary by the County, in its sole discretion, to assure compliance with the Hidalgo County's certification as an urban county required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, to carry out the County's Consolidated Plan, its Community Development Programs and/or meet any and all other requirements of the CDBG and HOME Programs and other applicable laws. Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification. The City and County also agree to undertake all required actions to comply with the provisions of the National Environmental Act of 1969. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding termination or other remedial actions by the Department of Housing and Urban Development.

SECTION IV

The City agrees to give the County authority to carry out activities which will be funded from annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME Program, and ESG Program funds from Federal Fiscal Years 2012, 2013, and 2014, appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

SECTION V

The County and City have adopted and are enforcing a policy which prohibits that use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdiction.

SECTION VI

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal fund from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

SECTION VII

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2012, 2013, and 2014.

SECTION VIII

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

SECTION IX

This agreement must remain in full force and effect unit all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from the agreement while the agreement remains in effect.

SECTION X

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the C.D.B.G. and HOME Investment Partnership Act funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

SECTION XI

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising form HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

SECTION XII

It is fully understand by the City that the County, after consultation with the City, has final responsibility for selecting all Consolidated Plan activities and annually filing with HUD the One Year Plan required under the CPS. The County shall also be responsible for the general administration of all activities including the filing all annual grant requests, drawing all grant funds, submitting annual performance reports, and administrating all letters of credit.

SECTION XIII

This Agreement shall be of no force and effect unless and until it is executed by both parties hereto and certified by Counsel for the County.

IN TESTIMONY WHEREOF, this instrument has been executed in triplicate originals, each to have the force and effect of an original as follows: (a) It has been executed on behalf of Hidalgo County on the _____day of _____, 2011, by its Mayor and attested by its City Secretary pursuant to _____of the City Council of the City authorizing execution.

COUNTY OF HIDALGO

ATTESTED BY:

Arturo Guajardo, Jr., County Clerk

Ramon Garcia, County Judge

CITY OF WESLACO

ATTESTED BY:

City Secretary

Mayor Miguel Wise

APPROVED AS TO FORM:

City Attorney

CERTIFICATE OF COUNTY LEGAL COUNSEL

I have examined the foregoing Agreement, and as Legal Counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

_____
Date

BY: _____
Stephen L. Crain
Legal Counsel County of Hidalgo

APPROVED BY:
COMMISSIONERS' COURT
ON:_____

AI-27361 **10.A.**

WIC- Grant Amendment & personnel actions

CC REGULAR

Date:	07/12/2011
Submitted By:	Margarita Gonzalez, WIC
Department:	WIC
Agenda Category:	WIC

Information

CAPTION

A. WIC BF Peer Counselor Grant (1292):
1. Approval to amend the 2011 Budget for the WIC BF Peer Counselor Grant in the amount of $442,556.00.
2. Approval of certification of revenues as certified by the County Auditor for the amendment of the 2011 WIC BF Peer Counselor Grant.
3. Approval of appropritation of funds for the 2011 WIC BF Peer Counselor Grant in the amount of $442,556.00.
4. Approval to create the following positions:

Action	Slot #	Position Title	Grade
Create	0032	Peer Counselor I	2
Create	0033	Community Peer Counselor I	5

5. Approval of revised salary schedule.

B. WIC Lactation (1292):
1. Approval to amend the 2011 Budget for the WIC Lactation Grant in the amount of $5,000.00.
2. Approval of certification of revenues as certified by the County Auditor for the 2011 WIC Lactation Grant.
3. Approval of appropriation of funds for the 2011 WIC Lactation Grant in the amount of $5,000.00.

C. WIC Admin. (1292)
1. Approval to create the following action:

Action	Slot #	Position Title	Grade
Create	0240	Administrative Assistant III	8

2. Approval of intradepartmental transfer.
3. Approval of revised salary schedule

D. Nutrition Physical Activity and Obesity Prevention Grant (1292):
1. Approval and acceptance of grant contract # 2011-03800 between DSHS and

Hidalgo County Health & Human Services WIC Department for the amount of $40,000.00 starting 6/30/11 thru 6/29/12.
2. Approval of certification of revenues as certified by the County Auditor for the Nutrition, Physical Activity and Obesity Prevention Grant.
3. Approval of appropriation of funds for the Nutrition, Physical Activity and Obesity Prevention Grant in the amount of $40,000.00.

BACKGROUND

Letter of Amendement-for additional funding from the Texas Department of State Health Services for the Breastfeeding Peer Counselor Grant and Lactation Services

No County Match - State Funds

BF- 1.1292.441.00.350.002.1.xxx
Budget Amendment - BF
PAR - Peer Counselor
PAR - Community Peer Counselor
Lactation- 1.1292.441.00.350.013.1.xxx
Budget Amendment- Lacation
WIC - 1.1292.441.00.350.001.1.xxx
PARF- Administrative Assistant III
FY2011 DSHS Contract # 038300-001
Budget Amendment - DSHS Grant

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1292-441-00-350-002-1-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Amending grant. Appropriation in the amount of $442,556.00.

Revenue account: 1-1292-331-12-350-002-1-000

FISCAL YEAR: 2011 **ACCT. #:** 1-1292-441-00-350-013-1-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Amending grant. Appropriation in the amount of $5,000.00.

Revenue account: 1-1292-331-12-350-013-1-000

FISCAL YEAR: 2011 **ACCT. #:** 1-1292-441-00-350-014-1-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Acceptance of grant. Appropriation in the amount of $40,000.00.

Revenue account: 1-1292-331-12-350-014-1-000

FISCAL YEAR: 2011 **ACCT. #:** 1-1292-441-00-350-001-1-211

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

BUDGETARY IMPACT:

See attached WIC Adm transfer to cover salaries and fringe benefit expenditures for creation of new Adm. Assist. III position.

Attachments

Link: Amendment Award letter
Link: Certification of Rev (B/F Prg)
Link: Community Peer Counselor PAR
Link: Peer Counselor PAR
Link: B/F- Peer Counselor & Community Peer Counse. Job Descriptions
Link: B/F Fiscal Note
Link: B/F Appropriation
Link: B/F Revised Salary Schedule
Link: Lactation- Appropriation
Link: Certification of Rev (Lactation Prg)
Link: Admn Asst III PAR
Link: Adm- Job Description (Administrative Assist)
Link: Adm- fiscal note
Link: Adm- LIT
Link: Admin Salary Schedule
Link: Obesity grant back up
Link: DHS Obesity- Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	07/01/2011 10:56 AM	APRV
2	Erika Zamora	Erika Zamora	07/07/2011 01:37 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	07/08/2011 09:31 AM	APRV
4	Auditor's Office	Arcilia Duran	07/08/2011 03:56 PM	APRV
5	Erika Zamora	Monica Badillo	07/08/2011 04:40 PM	APRV

Form Started By: Margarita Gonzalez Started On: 06/30/2011 10:45 AM

Final Approval Date: 07/08/2011

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.
COMMISSIONER

1100 West 49th Street • Austin, Texas 78756
P.O. Box 149347 • Austin, Texas 78714-9347
1-888-963-7111 • www.dshs.state.tx.us
TDD: 1-800-735-2989

Letter of Amendment

June 21, 2011

Norma L. Longoria, WIC Director
LA#012, Hidalgo County Health & Human Services
WIC Administrative Office
3105 West University Drive
Edinburg, TX 78539

Dear Ms. Longoria:

The Hidalgo County Health & Human Services WIC contract will be amended to reflect revisions as detailed in the table below. This letter constitutes a formal contract amendment.

Project	Current Award Amount	Project Contact	Amended Amount Increase	Amended Amount (Decrease)	Revised Project Total
Peer Counselor	**$645,689.00**	Kristina Arrieta kristina.arrieta@dshs.state.tx.us (512) 341-4592	**$442,556.00**		**$1,088,245.00**
Lactation Services	**$60,000.00**	Hellen Sullivan Helen.sullivan@dshs.state.tx.us (512) 341-4591	**$5,000.00**		**$65,000.00**

This project increase will be reflected in your contract "Not to Exceed" amount as shown below:

Contract "Not to Exceed" Amount			
Current Contract Amount	**Amended Amount** Increase	**Amended Amount** (Decrease)	**Revised Contract "Not to Exceed" Amount**
$11,589,370.00	**$447,556.00**		**$12,036,926.00**

Funds are awarded with the understanding that any procurements using these funds will be in compliance with the Uniform Grants Management Standards (UGMS), WIC policies and 7 CFR Part 3016. **This letter is approval for funding only. It does not relieve the agency from seeking additional approvals as required by WIC Policy.**

In order for the State Agency to track these expenditures, please bill for each special project(s) listed above on a separate *State of Texas Purchase Voucher (B-13).* Label each voucher with the specific project name as well as allocations to Administrative (Admin), Nutrition Education (NE) and Breastfeeding (BF) costs. Vouchers without allocations listed will be applied toward Admin.

For questions regarding funding decisions, please contact Benny Jasso, WIC Program, at (512) 341-4573, or benny.jasso@dshs.state.tx.us. For questions regarding purchase requests, please contact Alisin Genfan, Contract Development and Support Branch, at (512) 458-7111, extension 3156, or alisin.genfan@dshs.state.tx.us.

Sincerely,

for Linda Shaw

Mike Montgomery, Section Director
Nutrition Services Section

DC

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

July 7, 2011

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Department of State Health Services. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$442,556.00	Peer Counselor Grant#2011-037158-001

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

7/7/11
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.
COMMISSIONER

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P.O. Box 149347 • Austin, Texas 78714-9347
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TDD: 1-800-735-2989

Letter of Amendment

June 21, 2011

Norma L. Longoria, WIC Director
LA#012, Hidalgo County Health & Human Services
WIC Administrative Office
3105 West University Drive
Edinburg, TX 78539

Dear Ms. Longoria:

The Hidalgo County Health & Human Services WIC contract will be amended to reflect revisions as detailed in the table below. This letter constitutes a formal contract amendment.

increased

Project	Current Award Amount	Project Contact	Amended Amount Increase	Amended Amount (Decrease)	Revised Project Total
Peer Counselor	$645,689.00	Kristina Arrieta kristina.arricta@dshs.state.tx.us (512) 341-4592	$442,556.00		$1,088,245.00
Lactation Services	$60,000.00	Hellen Sullivan Helen.sullivan@dshs.state.tx.us (512) 341-4591	$5,000.00		$65,000.00

This project increase will be reflected in your contract "Not to Exceed" amount as shown below:

Contract "Not to Exceed" Amount			
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$11,589,370.00	$447,556.00		$12,036,926.00

Funds are awarded with the understanding that any procurements using these funds will be in compliance with the Uniform Grants Management Standards (UGMS), WIC policies and 7 CFR Part 3016. **This letter is approval for funding only. It does not relieve the agency from seeking additional approvals as required by WIC Policy.**

In order for the State Agency to track these expenditures, please bill for each special project(s) listed above on a separate *State of Texas Purchase Voucher (B-13).* Label each voucher with the specific project name as well as allocations to Administrative (Admin), Nutrition Education (NE) and Breastfeeding (BF) costs. Vouchers without allocations listed will be applied toward Admin.

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Sincerely,

for Linda Bo

Mike Montgomery, Section Director
Nutrition Services Section

DC

AI-27361 **31.A.**
WIC
CC REGULAR

Date: 07/12/2011
Submitted By: Margarita Gonzalez, WIC
Department: WIC
Agenda Category: WIC

Information

CAPTION

A.WIC BF (1292)

1. Approval of acceptance of amended of FY 2011 BF Peer Counselor Grant by 442,556.00.
2. Approval of Certification of Revenues as approved by County Auditor for amendment of FY 2011 Peer Counselor Grant.
3. Appropritation of funds for amended FY2011 BF Peer Counselor Grant in the amount of 442,556.00.
4. Approval to create the following positions:

Action	Slot No.	Position Title	Grade & Step	Salary
Create	32	Peer Counselor I	G2,S1	$20,049.00
Create	33	Community Peer Counselor I	G5,S1	$25,256.00

5. Approval of Revised BF Peer Counselor Salary Schedule

B. WIC Lactation (1292)

1. Approval of acceptance of amended FY2011 Lactation Grant by $5000.00.
2. Approval of Certification of Revenues as approved by County Auditor for Amendment to FY 2011 Lactation Grant.
3. Appropriation of funds for amended FY2011 Lactation Grant in the amount of $5000.00.

C. WIC Admin. (1292)

1. Approval to create the following action:

Action	Slot No.	Position Title	Grade & Step	Salary
Create	240	Administrative Assistant III	G8,S3	$34,043.00

2. Approval of revised salary schedule

D. Nutrition Physical Activity and Obesity Prevention Grant (1292)

DATE: 6/30/2011

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: WIC- BF Peer Counselor

ACCOUNT NUMBER: 1.1292.441.00.350.002.1.

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County :

I would like to request the follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
1.1292.441.00.350.002.1.113	Salaries of F/T Employees	287,525.00
1.1292.441.00.350.002.1.115	Longevity	1,031.00
1.1292.441.00.350.002.1.211	Health Insurance	34,000.00
1.1292.441.00.350.002.1.220	FICA	22,000.00
1.1292.441.00.350.002.1.230	Retirement	28,000.00
1.1292.441.00.350.002.1.250	Unemployment Compensation	15,000.00
1.1292.441.00.350.002.1.581	Travel In County	10,000.00
1.1292.441.00.350.002.1.584	Registration	5,000.00
1.1292.441.00.350.002.1.605	Uniform	10,000.00
1.1292.441.00.350.002.1.603	Education/ Supplies	15,000.00
1.1292.441.00.350.002.1.661	Minor Office Furniture/ Equipment	15,000.00
	TOTAL FUND BALANCE IMPACT	442,556.00

REASON: Appropriate money from grant award for the FY2011

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT DATE: ATTEST COUNTY CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: WIC B/F PRG (350-002) DATE: July 12, 2011

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0033

REQUESTED POSITION TITLE: COMMUNITY PEER COUNSELOR
(For new positions or reclassifications)

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other

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

POSITION SALARY REQUEST:

Salary Amount: **$** 0.00 (Current Budgeted Salary) $ 25,256.00 (Grade 5 Step 1) (Proposed Budgeted Salary) $ 25,256.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	X	Non-Exempt	X
N/A	☐		

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

Position needed to promote breastfeeding at Mcallen Medical Center L&D and Women's Hospital at Renaissance.

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

See Attached

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	6/30/11 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	07.08.11 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	07/08/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: WIC B/F PRG (350-002) DATE: July 12, 2011

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0032

REQUESTED POSITION TITLE: PEER COUNSELOR I
(For new positions or reclassifications)

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other

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

POSITION SALARY REQUEST:

Salary Amount: **$** 0.00 (Current Budgeted Salary) $ 20,049.00 (Grade 2 Step 1) (Proposed Budgeted Salary) $ 20,049.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

$ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	X	Non-Exempt	X
N/A	☐		

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

Additional caseload at Edinburg Clinic necessitates additional Peer Counselor position.

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

See Attached

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	6/30/11 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	07.08.11 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	07/08/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

PEER COUNSELOR I

GRADE: 02

GENERAL DESCRIPTION

Support the federally mandated requirement for WIC breastfeeding promotion program by providing basic counseling, education and assistance to women who choose to participate in the program.

EXAMPLES OF WORK PERFORMED

Provides counseling and education to pregnant and breastfeeding women to encourage initiation and increased lactation during of breastfeeding

Confers with physicians, nutritionists and nurses regarding the health of clients and their children

Monitors WIC centers to ensure the environment is conducive to promotion of the breastfeeding program

Documents breastfeeding assessment and counseling in medical records at WIC centers and hospitals

Assesses breastfeeding problems and provides appropriate referrals

Uses appropriate counseling techniques/protocols in responding to a variety of culture and family situations

Monitors WIC breastfeeding rates to ensure they meet the performance/program objectives in the contract with the Texas Department of Health

Completes lactation educator certification and participates in regular continuing education

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

High School diploma or equivalent required. Complete lactation educator certification within six (6) months of employment; must have breastfed one child successfully for six (6) months. Must be participating or have participated in the WIC program within the past year; can give at least a one (1) year commitment.

Knowledge, Skills, and Abilities

Must have the ability to read, write and comprehend English and Spanish language

Must have transportation and telephone availability

Must have a valid Texas Driver's License

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

COMMUNITY PEER COUNSELOR

GRADE: 05

GENERAL DESCRIPTION

Employee responsible for breastfeeding promotion of WIC participants Work involves communicating with WIC participants individually through community group breastfeeding education classes, or one to one counseling in the hospitals. Organize activities related to breastfeeding promotion and present accurate breastfeeding information. Must be able to document and keep accurate records. Accurate breastfeeding information must be presented in an enthusiastic manner. She should be a model of good parenting and breastfeeding skills.

EXAMPLES OF WORK PERFORMED

Provide advance breastfeeding counseling to breastfeeding patients who encounter minor breastfeeding problems and provides follow-up. Perform hospital visits according to the standards set by the local hospital

Counsel pregnant and breastfeeding mothers individually about normal breastfeeding methods and how to avoid common breastfeeding problems

Record counseling encounters accurately

Counsel WIC pregnant or nursing mothers by telephone as requested or assigned. Follow up with new mothers by telephone

Teach nutrition education classes for pregnant and breastfeeding women enrolled on the WIC program

Distributes breastfeeding information in prenatal/ breastfeeding classes Provides accurate information and promotion of the benefits of breastfeeding

Addresses specific concerns of expectant mothers and correct misinformation which may prevent a pregnant woman form breastfeeding

Promote breastfeeding within the clinic by preparing bulletin boards and displays

Promotes breastfeeding in the community in conjunction with outreach activities

Oversee the issuance of breast pumps. Issue breast pumps to eligible breastfeeding women according to the WIC-established procedures

Explain proper pump use before distribution. Follow up with those issued breast pumps to assure success of use

Attend WIC staff meetings on a monthly basis

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two (2) years experience in patient care preferred. Graduation from a standard senior high school supplemented by advanced breastfeeding training generally preferred. Two (2) years of experience maybe substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Understanding of use of State WIC computer

Able to operate a TV-VCR

Be able to use a personal computer, including use of Word, Excel, and the internet. Knowledge of access helpful

Able to operate and instruct patients about Breast pumps, manual and electric

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, July 12, 2011 **Agenda Item:** 27361

Summary of request/proposal:
WIC B/F Program (1292):
Approval to create the following full-time positions:

Fund	Position	Slot#	Obj	Current Budgeted Salary/ Allowance	Adjustment Requested	Total Requested
1292	Peer Counselor I	0032	113	0.00	20,049.00	20,049.00
1292	Community Peer Counselor	0033	113	0.00	25,256.00	25,256.00
				0.00	45,305.00	45,305.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
1-1292-441-00-350-002-1-	113	WIC B/F Prg	REG F/T EMPLOYEES	$10,280.75
1-1292-441-00-350-002-1-	211	WIC B/F Prg	HEALTH INSURANCE	$3,433.84
1-1292-441-00-350-002-1-	212	WIC B/F Prg	LIFE INSURANCE	$25.76
1-1292-441-00-350-002-1-	220	WIC B/F Prg	FICA	$786.48
1-1292-441-00-350-002-1-	230	WIC B/F Prg	RETIREMENT	$986.95
1-1292-441-00-350-002-1-	250	WIC B/F Prg	UNEMPLOYMENT COMP	$51.40
1-1292-441-00-350-002-1-	260	WIC B/F Prg	WORKER'S COMP	$0.00
			2011 Budgetary Impact	$15,565.18

2012 Budgetary Impact: $60,600.64

Possible Funding Sources: WITHIN DEPT BUDGET.

Budget Office Recommendation: FUNDS ARE IN PLACE. SEE ATTACHED BUDGET AMENDMENT

Hidalgo Co. Budget Office
2/3/2005

DATE: 6/30/2011

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: WIC- BF Peer Counselor

ACCOUNT NUMBER: 1.1292.441.00.350.002.1.

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County :

I would like to request the follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
1.1292.441.00.350.002.1.113	Reg F/T Employees	287,525.00
1.1292.441.00.350.002.1.115	Longevity	1,031.00
1.1292.441.00.350.002.1.211	Health Insurance	34,000.00
1.1292.441.00.350.002.1.220	FICA	22,000.00
1.1292.441.00.350.002.1.230	Retirement	28,000.00
1.1292.441.00.350.002.1.250	Unemployment Compensation	15,000.00
1.1292.441.00.350.002.1.581	Travel In County	10,000.00
1.1292.441.00.350.002.1.584	Registration Fees	5,000.00
1.1292.441.00.350.002.1.605	Clothing & Uniforms	10,000.00
1.1292.441.00.350.002.1.603	Education/ Instructional Supplies	15,000.00
1.1292.441.00.350.002.1.661	Minor Office Furniture/ Equipment	15,000.00
	Total Appropriation	442,556.00
1-1292-331-12-350-002-1-000	WIC B/F Program Revenues	442,556.00
	Total Revenues	442,556.00
	TOTAL FUND BALANCE IMPACT	442,556.00

REASON: Appropriate money from grant award for the FY2011

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT DATE: ATTEST COUNTY CLERK

HIDALGO COUNTY
COMMISSIONERS COURT
2011 SALARY SCHEDULE

1-1292-441-00-350-002-1

AI-27361

WIC B/F PROGRAM

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	OTHER ALLOWANCES					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpret 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	PEER COUNSELOR II	4	2	24,203.00	24,348.00	24,348.00	420.00	0.00	0.00	0.00	0.00	24,768.00
0002	113	PEER COUNSELOR I	2	1	20,049.00	20,049.00	20,049.00	0.00	0.00	0.00	0.00	0.00	20,049.00
0003	113	PEER COUNSELOR I	2	1	20,049.00	20,049.00	20,049.00	0.00	0.00	0.00	0.00	0.00	20,049.00
0004	113	PEER COUNSELOR II	4	2	24,203.00	24,203.00	24,203.00	660.00	0.00	0.00	0.00	0.00	24,863.00
0005	113	PEER COUNSELOR II	4	2	24,203.00	24,211.00	24,211.00	360.00	0.00	0.00	0.00	0.00	24,571.00
0006	113	PEER COUNSELOR I	2	2	20,751.00	20,751.00	20,751.00	0.00	0.00	0.00	0.00	0.00	20,751.00
0007	113	PEER COUNSELOR II	4	1	23,385.00	23,385.00	23,385.00	300.00	0.00	0.00	0.00	0.00	23,685.00
0008	113	PEER COUNSELOR II	4	1	23,385.00	23,385.00	23,385.00	360.00	0.00	0.00	0.00	0.00	23,745.00
0009	113	PEER COUNSELOR II	4	2	24,203.00	24,203.00	24,203.00	0.00	0.00	0.00	0.00	0.00	24,203.00
0010	113	PEER COUNSELOR I	2	1	20,049.00	20,049.00	20,049.00	0.00	0.00	0.00	0.00	0.00	20,049.00
0011	113	PEER COUNSELOR I	2	1	20,049.00	20,049.00	20,049.00	0.00	0.00	0.00	0.00	0.00	20,049.00
0012	113	PEER COUNSELOR I	2	1	20,049.00	20,049.00	20,049.00	0.00	0.00	0.00	0.00	0.00	20,049.00
0013	113	PEER COUNSELOR I	2	3	21,453.00	21,640.00	21,640.00	0.00	0.00	0.00	0.00	0.00	21,640.00
0014	113	PEER COUNSELOR I	2	3	21,453.00	21,453.00	21,640.00	0.00	0.00	0.00	0.00	0.00	21,640.00
0015	113	PEER COUNSELOR I	2	1	20,049.00	20,049.00	20,049.00	0.00	0.00	0.00	0.00	0.00	20,049.00
0016	113	PEER COUNSELOR I	2	1	20,049.00	20,049.00	20,049.00	0.00	0.00	0.00	0.00	0.00	20,049.00
0017	113	PEER COUNSELOR I	2	1	20,049.00	20,049.00	20,049.00	0.00	0.00	0.00	0.00	0.00	20,049.00
0018	113	PEER COUNSELOR I	2	1	20,049.00	20,049.00	20,049.00	0.00	0.00	0.00	0.00	0.00	20,049.00
0019	113	PEER COUNSELOR I	2	1	20,049.00	20,049.00	20,049.00	0.00	0.00	0.00	0.00	0.00	20,049.00
0020	113	PEER COUNSELOR I	2	1	20,049.00	20,049.00	20,049.00	0.00	0.00	0.00	0.00	0.00	20,049.00
0021	113	PEER COUNSELOR I	2	1	20,049.00	20,049.00	20,049.00	0.00	0.00	0.00	0.00	0.00	20,049.00
0022	113	PEER COUNSELOR I	2	1	20,049.00	20,049.00	20,049.00	0.00	0.00	0.00	0.00	0.00	20,049.00
0023	113	PEER COUNSELOR I	2	1	20,049.00	20,049.00	20,049.00	0.00	0.00	0.00	0.00	0.00	20,049.00
0024	113	PEER COUNSELOR I	2	1	20,049.00	20,049.00	20,049.00	0.00	0.00	0.00	0.00	0.00	20,049.00
0025	113	COMMUNITY PEER COUNSELOR	5	1	25,256.00	25,256.00	25,256.00	0.00	0.00	0.00	0.00	0.00	25,256.00
0026	113	COMMUNITY PEER COUNSELOR	5	1	25,256.00	25,256.00	25,256.00	480.00	0.00	0.00	0.00	0.00	25,736.00
0027	113	COMMUNITY PEER COUNSELOR	5	1	25,256.00	25,256.00	25,256.00	0.00	0.00	0.00	0.00	0.00	25,256.00
0028	113	PEER COUNSELOR MANAGER	6	1	27,276.00	27,276.00	27,276.00	360.00	0.00	0.00	0.00	0.00	27,636.00
0029	113	ASSISTANT BREASTFEEDING COORDINATOR	13	2	48,383.00	48,383.00	48,383.00	0.00	0.00	0.00	0.00	0.00	48,383.00
0030	113	PEER COUNSELOR II	4	2	24,203.00	24,203.00	24,203.00	600.00	0.00	0.00	0.00	0.00	24,803.00

HIDALGO COUNTY
COMMISSIONERS COURT
2011 SALARY SCHEDULE

1-1292-441-00-350-002-1

AI-27361

WIC B/F PROGRAM

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	OTHER ALLOWANCES					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpret 116	Supplem. 117	Auto A. 118	Clothing 119	
0031	113	COMMUNITY PEER COUNSELOR	5	2	26,140.00	26,140.00	26,140.00	300.00	0.00	0.00	0.00	0.00	26,440.00
		CREATE THE FOLLOWING:											
0032	**113**	**PEER COUNSELOR I**	**2**	**1**	**20,049.00**	**20,049.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
0033	**113**	**COMMUNITY PEER COUNSELOR**	**5**	**1**	**25,256.00**	**25,256.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
					755,049.00	755,389.00	710,271.00	3,840.00	0.00	0.00	0.00	0.00	714,111.00

Approval to create the above regular full-time positions. Personnel action pending CC approval.

DATE: 6/30/2011

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 1.1292.441.00.350.013.1.xxx

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County :

I would like to request the follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
1.1292.441.00.350.013.1.113	WIC Lactation-Reg F/T Employees	5,000.00
	Total appropriation	5,000.00
1-1292-331-12-350-013-1-000	WIC Lactation Revenues	5,000.00
	Total Revenues	5,000.00
	TOTAL FUND BALANCE IMPACT	5,000.00

REASON: To appropriate amendment to the 2011 Lactation grant.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT DATE: ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

July 7, 2011

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Department of State Health Services. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$5,000.00	Lactation Services Grant#2011-037158-001

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

7/7/11
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

1100 West 49th Street • Austin, Texas 78756
P.O. Box 149347 • Austin, Texas 78714-9347
1-888-963-7111 • www.dshs.state.tx.us
TDD: 1-800-735-2989

DAVID L. LAKEY, M.D.
COMMISSIONER

Letter of Amendment

June 21, 2011

Norma L. Longoria, WIC Director
LA#012, Hidalgo County Health & Human Services
WIC Administrative Office
3105 West University Drive
Edinburg, TX 78539

Dear Ms. Longoria:

The Hidalgo County Health & Human Services WIC contract will be amended to reflect revisions as detailed in the table below. This letter constitutes a formal contract amendment.

Project	Current Award Amount	Project Contact	Amended Amount Increase	Amended Amount (Decrease)	Revised Project Total
Peer Counselor	$645,689.00	Kristina Arrieta kristina.arrieta@dshs.state.tx.us (512) 341-4592	$442,556.00		$1,088,245.00
Lactation Services	$60,000.00	Hellen Sullivan Helen.sullivan@dshs.state.tx.us (512) 341-4591	$5,000.00		$65,000.00

This project increase will be reflected in your contract "Not to Exceed" amount as shown below:

Contract "Not to Exceed" Amount			
Current Contract Amount	Amended Amount Increase	Amended Amount (Decrease)	Revised Contract "Not to Exceed" Amount
$11,589,370.00	$447,556.00		$12,036,926.00

Funds are awarded with the understanding that any procurements using these funds will be in compliance with the Uniform Grants Management Standards (UGMS), WIC policies and 7 CFR Part 3016. **This letter is approval for funding only. It does not relieve the agency from seeking additional approvals as required by WIC Policy.**

In order for the State Agency to track these expenditures, please bill for each special project(s) listed above on a separate *State of Texas Purchase Voucher (B-13).* Label each voucher with the specific project name as well as allocations to Administrative (Admin), Nutrition Education (NE) and Breastfeeding (BF) costs. Vouchers without allocations listed will be applied toward Admin.

For questions regarding funding decisions, please contact Benny Jasso, WIC Program, at (512) 341-4573, or benny.jasso@dshs.state.tx.us. For questions regarding purchase requests, please contact Alisin Genfan, Contract Development and Support Branch, at (512) 458-7111, extension 3156, or alisin.genfan@dshs.state.tx.us.

Sincerely,

for Linda Bo

Mike Montgomery, Section Director
Nutrition Services Section

DC

AI-27361 **31.A.**
WIC
CC REGULAR

Date: 07/12/2011
Submitted By: Margarita Gonzalez, WIC
Department: WIC
Agenda Category: WIC

Information

CAPTION

A.WIC BF (1292)

1. Approval of acceptance of amended of FY 2011 BF Peer Counselor Grant by 442,556.00.
2. Approval of Certification of Revenues as approved by County Auditor for amendment of FY 2011 Peer Counselor Grant.
3. Appropritation of funds for amended FY2011 BF Peer Counselor Grant in the amount of 442,556.00.
4. Approval to create the following positions:

Action	Slot No.	Position Title	Grade & Step	Salary
Create	32	Peer Counselor I	G2,S1	$20,049.00
Create	33	Community Peer Counselor I	G5,S1	$25,256.00

5. Approval of Revised BF Peer Counselor Salary Schedule

B. WIC Lactation (1292)

1. Approval of acceptance of amended FY2011 Lactation Grant by $5000.00.
2. Approval of Certification of Revenues as approved by County Auditor for Amendment to FY 2011 Lactation Grant.
3. Appropriation of funds for amended FY2011 Lactation Grant in the amount of $5000.00.

C. WIC Admin. (1292)

1. Approval to create the following action:

Action	Slot No.	Position Title	Grade & Step	Salary
Create	240	Administrative Assistant III	G8,S3	$34,043.00

2. Approval of revised salary schedule

D. Nutrition Physical Activity and Obesity Prevention Grant (1292)

DATE: 6/30/2011

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 1.1292.441.00.350.013.1.xxx

REVENUE ACCOUNT: 1.1292.331.12.350.013.1.000

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County :

I would like to request the follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
1.1292.441.00.350.013.1.13	Salaries	5,000.00
	TOTAL FUND BALANCE IMPACT	5,000.00

REASON: To encumber cost for the FY2011 Grant.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT DATE: ATTEST COUNTY CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: WIC ADM (350-001) DATE: July 12, 2011

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0240

REQUESTED POSITION TITLE: ADMINISTRATIVE ASSISTANT III
(For new positions or reclassifications)

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other

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

POSITION SALARY REQUEST:

Salary Amount: **$** 0.00 (Current Budgeted Salary) $ 31,815.00 (Grade 8 Step 1) (Proposed Budgeted Salary) $ 31,815.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	X	Non-Exempt	X
N/A	☐		

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

Need additional help in administration office with immunization clerical duties.

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

See Attached

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	6/30/11 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	07.08.11 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	07/08/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

ADMINISTRATIVE ASSISTANT III

GRADE: 08

GENERAL DESCRIPTION

Employee performs complex administrative support or technical program assistance work. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. Employee may supervise the work of others and may train others. Employee works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Prepares, interprets, and disseminates information concerning agency programs and procedures

Prepares, edits, and distributes correspondence, reports, studies, forms, and documents

Participates in the planning and execution of an agency program

Develops, coordinates, and maintains record keeping and filing systems

Responds to inquiries regarding rules, regulations, policies, and procedures

Coordinates meetings, conferences, and seminars

Assists in the development of administrative or technical assistance policies and procedures

May coordinate work between organizational units of the agency

May assist in compiling and analyzing data, making calculations, and preparing reports

May assist in the preparation of presentations for administrative hearings

May research, compose, design, or edit agency publications such as brochures, forms, and manuals

May develop training materials

May train others

May supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to three (2-3) years of experience in administrative support work. Graduation from a junior college with an Associate's degree in administrative support preferred. Two (2) years of experience maybe substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in standard office equipment and software

Ability to implement administrative procedures and to evaluate their effectiveness; to interpret rules, regulations, policies, and procedures; to communicate effectively, to train others; and to supervise the work of others

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, July 12, 2011 **Agenda Item:** 27361

Summary of request/proposal:
WIC ADM (1292):
Approval to create the following full-time position:

Fund	Position	Slot#	Obj	Current Budgeted Salary/ Allowance	Adjustment Requested	Total Requested
1292	Administrative Assistant III	0240	113	0.00	31,815.00	31,815.00
				0.00	31,815.00	31,815.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
1-1292-441-00-350-001-1- 113	WIC Adm	REG F/T EMPLOYEES	$7,219.56
1-1292-441-00-350-001-1- 211	WIC Adm	HEALTH INSURANCE	$816.92
1-1292-441-00-350-001-1- 212	WIC Adm	LIFE INSURANCE	$6.13
1-1292-441-00-350-001-1- 220	WIC Adm	FICA	$552.30
1-1292-441-00-350-001-1- 230	WIC Adm	RETIREMENT	$693.08
1-1292-441-00-350-001-1- 250	WIC Adm	UNEMPLOYMENT COMP	$36.10
1-1292-441-00-350-001-1- 260	WIC Adm	WORKER'S COMP	$0.00
		2011 Budgetary Impact	$9,324.09

2012 Budgetary Impact: $41,089.17

Possible Funding Sources: WITHIN DEPT BUDGET.

Budget Office Recommendation: SEE ATTACHED INTRA-DEPARTMENTAL TRANSFER.

SALARIES ARE PRORATED THROUGH END OF GRANT 9/30/11.

Hidalgo Co. Budget Office
2/3/2005

DATE: **July 12, 2011**

2011
Transfer

DEPARTMENT HEAD: **Sergio Cruz**

DEPARTMENT NAME: **Department of Budget & Management for WIC ADM**

ACCOUNT NUMBER: **1-1292-441-00-350-001-1-XXX**

Contact Person: Erika Zamora **Ph#:** (956) 292-7025 Ext. 5416

SUBJECT: **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 11 (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION
211	HEALTH INSURANCE	113	REG F/T EMPLOYEES
211	HEALTH INSURANCE	212	LIFE INSURANCE
211	HEALTH INSURANCE	220	FICA
211	HEALTH INSURANCE	230	RETIREMENT
211	HEALTH INSURANCE	250	UNEMPLOYMENT COMP

TOTAL

REASON:

To fund creation of one (1) Administrative Assistant III position. Funding for health insurance is already in place.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

1, § 111.070, Item C

AMOUNT
7,219.56
6.13
552.30
693.08
36.10
8,507.17

HIDALGO COUNTY
COMMISSIONERS COURT
2011 SALARY SCHEDULE

1100-415-14-115-001-0

AI-27361

WIC ADM (350-001)

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	OTHER ALLOWANCES					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpret 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	WIC DIRECTOR				98,280.00	98,280.00	1,920.00	0.00	0.00	0.00	0.00	100,200.00
0002	113	AREA COORDINATOR III	18	1	68,687.00	68,687.00	69,669.00	1,140.00	0.00	0.00	0.00	0.00	70,809.00
0003	113	AREA COORDINATOR II	16	3	63,010.00	63,010.00	63,656.00	960.00	0.00	0.00	0.00	0.00	64,616.00
0005	113	EXECUTIVE ASSISTANT II	13	1	46,747.00	46,747.00	46,747.00	1,260.00	0.00	0.00	0.00	0.00	48,007.00
0006	113	NUTRITIONIST III	15	3	58,342.00	58,342.00	58,388.00	1,380.00	0.00	0.00	0.00	0.00	59,768.00
0008	113	REGISTERED DIETICIAN II	14	1	50,487.00	50,487.00	50,783.00	720.00	0.00	0.00	0.00	0.00	51,503.00
0010	113	NUTRITIONIST I	11	2	41,481.00	41,481.00	41,895.00	0.00	0.00	0.00	0.00	0.00	41,895.00
0011	113	NUTRITIONIST II	13	1	46,747.00	46,747.00	46,747.00	0.00	0.00	0.00	0.00	0.00	46,747.00
0012	113	ACCOUNTANT IV	14	4	55,788.00	55,788.00	55,788.00	1,920.00	0.00	0.00	0.00	0.00	57,708.00
0013	113	REGISTERED DIETICIAN I	12	4	47,829.00	47,829.00	48,434.00	0.00	0.00	0.00	0.00	0.00	48,434.00
0014	113	NUTRITIONIST I	11	6	47,093.00	47,093.00	47,093.00	600.00	0.00	0.00	0.00	0.00	47,693.00
0015	113	REGISTERED DIETICIAN I	12	0	41,120.00	41,120.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0017	113	LICENSED VOCATIONAL NURSE II	11	4	44,287.00	44,287.00	44,664.00	1,140.00	0.00	0.00	0.00	0.00	45,804.00
0018	113	NUTRITIONIST I	11	4	44,287.00	44,287.00	44,664.00	480.00	0.00	0.00	0.00	0.00	45,144.00
0019	113	NUTRITIONIST I	11	4	44,287.00	44,287.00	44,664.00	600.00	0.00	0.00	0.00	0.00	45,264.00
0020	113	NUTRITIONIST I	11	4	44,287.00	44,287.00	44,664.00	420.00	0.00	0.00	0.00	0.00	45,084.00
0021	113	NUTRITIONIST I	11	4	44,287.00	44,287.00	44,664.00	480.00	0.00	0.00	0.00	0.00	45,144.00
0022	113	LICENSED VOCATIONAL NURSE II	11	4	44,287.00	44,287.00	44,287.00	900.00	0.00	0.00	0.00	0.00	45,187.00
0023	113	CLINIC MANAGER	12	2	44,799.00	44,799.00	44,799.00	480.00	0.00	0.00	0.00	0.00	45,279.00
0024	113	LICENSED VOCATIONAL NURSE II	11	5	45,690.00	45,690.00	45,690.00	780.00	0.00	0.00	0.00	0.00	46,470.00
0025	113	CLINIC MANAGER	12	1	43,284.00	43,284.00	43,489.00	780.00	0.00	0.00	0.00	0.00	44,269.00
0026	113	NUTRITIONIST I	11	3	42,884.00	42,884.00	42,884.00	0.00	0.00	0.00	0.00	0.00	42,884.00
0027	113	LICENSED VOCATIONAL NURSE II	11	3	42,884.00	42,884.00	42,884.00	840.00	0.00	0.00	0.00	0.00	43,724.00
0028	113	CLINIC MANAGER	12	1	43,284.00	43,284.00	43,284.00	480.00	0.00	0.00	0.00	0.00	43,764.00
0029	113	LICENSED VOCATIONAL NURSE II	11	3	42,884.00	42,884.00	42,884.00	0.00	0.00	0.00	0.00	0.00	42,884.00
0030	113	NUTRITIONIST I	11	3	42,884.00	42,884.00	42,884.00	300.00	0.00	0.00	0.00	0.00	43,184.00
0031	113	CLINIC MANAGER	12	2	44,799.00	44,799.00	44,799.00	840.00	0.00	0.00	0.00	0.00	45,639.00
0032	113	NUTRITIONIST I	11	3	42,884.00	42,884.00	42,884.00	0.00	0.00	0.00	0.00	0.00	42,884.00
0033	113	CLINIC MANAGER	12	1	43,284.00	43,284.00	43,284.00	0.00	0.00	0.00	0.00	0.00	43,284.00
0034	113	CLINIC MANAGER	12	1	43,284.00	43,284.00	43,284.00	540.00	0.00	0.00	0.00	0.00	43,824.00
0035	113	NUTRITIONIST I	11	3	42,884.00	42,884.00	42,884.00	300.00	0.00	0.00	0.00	0.00	43,184.00
0036	113	LICENSED VOCATIONAL NURSE II	11	2	41,481.00	41,481.00	41,844.00	1,020.00	0.00	0.00	0.00	0.00	42,864.00
0037	113	LICENSED VOCATIONAL NURSE II	11	2	41,481.00	41,481.00	41,844.00	660.00	0.00	0.00	0.00	0.00	42,504.00

HIDALGO COUNTY
COMMISSIONERS COURT
2011 SALARY SCHEDULE

1100-415-14-115-001-0

AI-27361

WIC ADM (350-001)

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	OTHER ALLOWANCES					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpret 116	Supplem. 117	Auto A. 118	Clothing 119	
0039	113	LICENSED VOCATIONAL NURSE II	11	2	41,481.00	41,481.00	41,725.00	960.00	0.00	0.00	0.00	0.00	42,685.00
0040	113	LICENSED VOCATIONAL NURSE II	11	2	41,481.00	41,481.00	41,725.00	720.00	0.00	0.00	0.00	0.00	42,445.00
0041	113	LICENSED VOCATIONAL NURSE II	11	2	41,481.00	41,481.00	41,725.00	540.00	0.00	0.00	0.00	0.00	42,265.00
0042	113	VENDOR LIASON	12	1	43,284.00	43,284.00	43,284.00	1,080.00	0.00	0.00	0.00	0.00	44,364.00
0044	113	LICENSED VOCATIONAL NURSE II	11	1	40,078.00	40,078.00	40,078.00	300.00	0.00	0.00	0.00	0.00	40,378.00
0045	113	WIC CRTFCTN SPECIALIST III	9	4	37,969.00	37,969.00	38,540.00	1,920.00	0.00	0.00	0.00	0.00	40,460.00
0047	113	LICENSED VOCATIONAL NURSE II	11	1	40,078.00	40,078.00	40,078.00	0.00	0.00	0.00	0.00	0.00	40,078.00
0048	113	WIC CRTFCTN SPECIALIST III	9	3	36,766.00	36,766.00	37,140.00	1,080.00	0.00	0.00	0.00	0.00	38,220.00
0049	113	WIC CRTFCTN SPECIALIST III	9	3	36,766.00	36,766.00	37,140.00	1,260.00	0.00	0.00	0.00	0.00	38,400.00
0050	113	WIC CRTFCTN SPECIALIST III	9	3	36,766.00	36,766.00	37,140.00	1,980.00	0.00	0.00	0.00	0.00	39,120.00
0051	113	WIC CERTIFICATION SPECIALIST I	5	4	27,908.00	27,908.00	27,908.00	0.00	0.00	0.00	0.00	0.00	27,908.00
0053	113	LICENSED VOCATIONAL NURSE II	11	1	40,078.00	40,078.00	40,078.00	0.00	0.00	0.00	0.00	0.00	40,078.00
0054	113	LICENSED VOCATIONAL NURSE II	11	1	40,078.00	40,078.00	40,078.00	0.00	0.00	0.00	0.00	0.00	40,078.00
0055	113	CLERK II	3	1	21,653.00	21,653.00	21,653.00	0.00	0.00	0.00	0.00	0.00	21,653.00
0057	113	CLERK V	9	1	34,360.00	34,360.00	34,360.00	1,860.00	0.00	0.00	0.00	0.00	36,220.00
0058	113	CLERK V	9	1	34,360.00	34,360.00	34,360.00	1,980.00	0.00	0.00	0.00	0.00	36,340.00
0059	113	CLERK V	9	2	35,563.00	35,563.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0060	113	CLERK IV	7	4	32,551.00	32,552.00	32,624.00	1,680.00	0.00	0.00	0.00	0.00	34,304.00
0061	113	CLERK III	5	4	27,908.00	27,908.00	28,079.00	960.00	0.00	0.00	0.00	0.00	29,039.00
0062	113	CLERK IV	7	3	31,520.00	31,520.00	31,980.00	1,680.00	0.00	0.00	0.00	0.00	33,660.00
0063	113	CLERK IV	7	3	31,520.00	31,520.00	31,921.00	1,380.00	0.00	0.00	0.00	0.00	33,301.00
0064	113	CLERK IV	7	3	31,520.00	31,520.00	31,849.00	1,320.00	0.00	0.00	0.00	0.00	33,169.00
0065	113	CLINIC AIDE III	5	8	31,444.00	31,444.00	31,596.00	1,140.00	0.00	0.00	0.00	0.00	32,736.00
0066	113	CLERK IV	7	1	29,458.00	29,458.00	29,888.00	720.00	0.00	0.00	0.00	0.00	30,608.00
0067	113	WIC CRTFCTN SPECIALIST II	7	3	31,520.00	31,520.00	31,520.00	1,080.00	0.00	0.00	0.00	0.00	32,600.00
0068	113	WIC CRTFCTN SPECIALIST II	7	2	30,489.00	30,489.00	30,633.00	840.00	0.00	0.00	0.00	0.00	31,473.00
0069	113	CLERK III	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0070	113	CLERK IV	7	2	30,489.00	30,489.00	30,489.00	1,320.00	0.00	0.00	0.00	0.00	31,809.00
0071	113	WIC CERTIFICATION SPECIALIST I	5	6	29,676.00	29,676.00	29,951.00	720.00	0.00	0.00	0.00	0.00	30,671.00
0072	113	ADMINISTRATIVE ASSISTANT II	6	6	32,051.00	32,051.00	32,051.00	960.00	0.00	0.00	0.00	0.00	33,011.00
0073	113	WIC CERTIFICATION SPECIALIST I	5	6	29,676.00	29,676.00	29,789.00	780.00	0.00	0.00	0.00	0.00	30,569.00
0074	113	WIC CERTIFICATION SPECIALIST I	5	6	29,676.00	29,676.00	29,789.00	1,080.00	0.00	0.00	0.00	0.00	30,869.00
0075	113	CLERK IV	7	1	29,458.00	29,458.00	29,458.00	1,140.00	0.00	0.00	0.00	0.00	30,598.00

HIDALGO COUNTY
COMMISSIONERS COURT
2011 SALARY SCHEDULE

1100-415-14-115-001-0

AI-27361

WIC ADM (350-001)

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	OTHER ALLOWANCES					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpret 116	Supplem. 117	Auto A. 118	Clothing 119	
0076	113	CLERK IV	7	1	29,458.00	29,458.00	29,458.00	1,260.00	0.00	0.00	0.00	0.00	30,718.00
0077	113	CLERK IV	7	1	29,458.00	29,458.00	29,458.00	1,260.00	0.00	0.00	0.00	0.00	30,718.00
0078	113	CLERK IV	7	1	29,458.00	29,458.00	29,458.00	480.00	0.00	0.00	0.00	0.00	29,938.00
0079	113	WIC CERTIFICATION SPECIALIST I	5	5	28,792.00	28,792.00	28,792.00	1,020.00	0.00	0.00	0.00	0.00	29,812.00
0080	113	WIC CERTIFICATION SPECIALIST I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0081	113	CLERK III	5	4	27,908.00	27,908.00	28,194.00	780.00	0.00	0.00	0.00	0.00	28,974.00
0082	113	CLINIC AIDE III	5	4	27,908.00	27,908.00	28,022.00	1,020.00	0.00	0.00	0.00	0.00	29,042.00
0083	113	CLERK III	5	1	25,256.00	25,256.00	25,256.00	660.00	0.00	0.00	0.00	0.00	25,916.00
0084	113	WIC CERTIFICATION SPECIALIST I	5	5	28,792.00	28,792.00	28,831.00	660.00	0.00	0.00	0.00	0.00	29,491.00
0085	113	CLERK III	5	3	27,024.00	27,024.00	27,090.00	840.00	0.00	0.00	0.00	0.00	27,930.00
0086	113	MAINTENANCE III	5	4	27,908.00	27,908.00	28,000.00	540.00	0.00	0.00	0.00	0.00	28,540.00
0087	113	CLINIC AIDE III	5	3	27,024.00	27,024.00	27,024.00	1,020.00	0.00	0.00	0.00	0.00	28,044.00
0088	113	CLINIC AIDE III	5	3	27,024.00	27,024.00	27,024.00	960.00	0.00	0.00	0.00	0.00	27,984.00
0089	113	WIC CERTIFICATION SPECIALIST I	5	3	27,024.00	27,024.00	27,024.00	720.00	0.00	0.00	0.00	0.00	27,744.00
0090	113	CLERK III	5	3	27,024.00	27,024.00	27,024.00	480.00	0.00	0.00	0.00	0.00	27,504.00
0091	113	CLERK I	1	3	19,864.00	19,864.00	19,864.00	0.00	0.00	0.00	0.00	0.00	19,864.00
0092	113	CLERK III	5	2	26,140.00	26,140.00	26,140.00	780.00	0.00	0.00	0.00	0.00	26,920.00
0094	113	COURIER	2	11	27,069.00	27,069.00	27,069.00	420.00	0.00	0.00	0.00	0.00	27,489.00
0095	113	CLINIC AIDE III	5	1	25,256.00	25,256.00	25,465.00	0.00	0.00	0.00	0.00	0.00	25,465.00
0096	113	CLERK III	5	1	25,256.00	25,256.00	25,256.00	1,140.00	0.00	0.00	0.00	0.00	26,396.00
0097	113	CLERK I	1	1	18,564.00	18,564.00	18,564.00	0.00	0.00	0.00	0.00	0.00	18,564.00
0098	113	CLINIC AIDE II	3	5	24,685.00	24,685.00	24,685.00	0.00	0.00	0.00	0.00	0.00	24,685.00
0099	113	CLINIC AIDE II	3	5	24,685.00	24,685.00	24,685.00	840.00	0.00	0.00	0.00	0.00	25,525.00
0100	113	CLERK II	3	5	24,685.00	24,685.00	24,685.00	0.00	0.00	0.00	0.00	0.00	24,685.00
0101	113	CLINIC AIDE II	3	5	24,685.00	24,685.00	24,685.00	840.00	0.00	0.00	0.00	0.00	25,525.00
0102	113	CLERK II	3	4	23,927.00	23,927.00	24,103.00	540.00	0.00	0.00	0.00	0.00	24,643.00
0103	113	CLERK II	3	4	23,927.00	23,927.00	23,974.00	840.00	0.00	0.00	0.00	0.00	24,814.00
0104	113	CLERK II	3	4	23,927.00	23,927.00	23,927.00	540.00	0.00	0.00	0.00	0.00	24,467.00
0105	113	CLERK II	3	1	21,653.00	21,653.00	21,653.00	0.00	0.00	0.00	0.00	0.00	21,653.00
0106	113	CLERK II	3	1	21,653.00	21,653.00	21,653.00	0.00	0.00	0.00	0.00	0.00	21,653.00
0107	113	CLERK II	3	3	23,169.00	23,169.00	23,169.00	1,020.00	0.00	0.00	0.00	0.00	24,189.00
0108	113	CLERK I	1	3	19,864.00	19,864.00	19,864.00	0.00	0.00	0.00	0.00	0.00	19,864.00
0109	113	CLINIC AIDE I	1	1	18,564.00	18,564.00	18,564.00	0.00	0.00	0.00	0.00	0.00	18,564.00

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Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	OTHER ALLOWANCES					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpret 116	Supplem. 117	Auto A. 118	Clothing 119	
0110	113	CLERK II	3	3	23,169.00	23,169.00	23,169.00	480.00	0.00	0.00	0.00	0.00	23,649.00
0111	113	CLERK I	1	3	19,864.00	19,864.00	19,864.00	0.00	0.00	0.00	0.00	0.00	19,864.00
0112	113	CLERK II	3	1	21,653.00	21,653.00	21,653.00	0.00	0.00	0.00	0.00	0.00	21,653.00
0113	113	CLERK II	3	3	23,169.00	23,169.00	23,169.00	540.00	0.00	0.00	0.00	0.00	23,709.00
0114	113	CLERK I	1	1	18,564.00	18,564.00	18,640.00	0.00	0.00	0.00	0.00	0.00	18,640.00
0115	113	CLERK I	1	0	17,636.00	17,636.00	17,636.00	0.00	0.00	0.00	0.00	0.00	17,636.00
0116	113	CLERK II	3	3	23,169.00	23,169.00	23,169.00	780.00	0.00	0.00	0.00	0.00	23,949.00
0117	113	CLERK II	3	3	23,169.00	23,169.00	23,169.00	420.00	0.00	0.00	0.00	0.00	23,589.00
0118	113	CLINIC AIDE II	3	3	23,169.00	23,169.00	23,169.00	540.00	0.00	0.00	0.00	0.00	23,709.00
0119	113	CLERK II	3	1	21,653.00	21,653.00	21,653.00	0.00	0.00	0.00	0.00	0.00	21,653.00
0120	113	CLERK I	1	1	18,564.00	18,564.00	18,564.00	0.00	0.00	0.00	0.00	0.00	18,564.00
0121	113	CLERK II	3	1	21,653.00	21,653.00	21,653.00	0.00	0.00	0.00	0.00	0.00	21,653.00
0122	113	CLERK II	3	3	23,169.00	23,169.00	23,169.00	480.00	0.00	0.00	0.00	0.00	23,649.00
0123	113	CLERK II	3	3	23,169.00	23,169.00	23,169.00	540.00	0.00	0.00	0.00	0.00	23,709.00
0124	113	CLERK II	3	3	23,169.00	23,169.00	23,169.00	540.00	0.00	0.00	0.00	0.00	23,709.00
0125	113	CLERK II	3	3	23,169.00	23,169.00	23,169.00	840.00	0.00	0.00	0.00	0.00	24,009.00
0126	113	CLERK II	3	3	23,169.00	23,169.00	23,169.00	480.00	0.00	0.00	0.00	0.00	23,649.00
0127	113	CLERK II	3	3	23,169.00	23,169.00	23,169.00	1,020.00	0.00	0.00	0.00	0.00	24,189.00
0128	113	CLERK II	3	3	23,169.00	23,169.00	23,169.00	0.00	0.00	0.00	0.00	0.00	23,169.00
0129	113	CLERK II	3	3	23,169.00	23,169.00	23,169.00	600.00	0.00	0.00	0.00	0.00	23,769.00
0130	113	CLERK II	3	3	23,169.00	23,169.00	23,169.00	0.00	0.00	0.00	0.00	0.00	23,169.00
0131	113	CLERK I	1	4	20,514.00	20,514.00	20,640.00	0.00	0.00	0.00	0.00	0.00	20,640.00
0132	113	CLERK II	3	3	23,169.00	23,169.00	23,169.00	420.00	0.00	0.00	0.00	0.00	23,589.00
0133	113	CLERK I	1	1	18,564.00	18,564.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0134	113	CUSTODIAN II	3	3	23,169.00	23,169.00	23,169.00	960.00	0.00	0.00	0.00	0.00	24,129.00
0135	113	CUSTODIAN II	3	3	23,169.00	23,169.00	23,169.00	540.00	0.00	0.00	0.00	0.00	23,709.00
0136	113	CLERK II	3	3	23,169.00	23,169.00	23,169.00	480.00	0.00	0.00	0.00	0.00	23,649.00
0137	113	CLINIC AIDE I	1	1	18,564.00	18,564.00	18,640.00	0.00	0.00	0.00	0.00	0.00	18,640.00
0138	113	CLERK II	3	3	23,169.00	23,169.00	23,169.00	480.00	0.00	0.00	0.00	0.00	23,649.00
0139	113	CLERK I	1	3	19,864.00	19,864.00	19,864.00	0.00	0.00	0.00	0.00	0.00	19,864.00
0140	113	CLERK II	3	2	22,411.00	22,411.00	22,411.00	360.00	0.00	0.00	0.00	0.00	22,771.00
0141	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	840.00	0.00	0.00	0.00	0.00	23,251.00
0142	113	CLERK I	1	1	18,564.00	18,564.00	18,564.00	0.00	0.00	0.00	0.00	0.00	18,564.00

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								Longevity 115	Interpret 116	Supplem. 117	Auto A. 118	Clothing 119	
0143	113	CLERK II	3	2	22,411.00	22,411.00	22,411.00	420.00	0.00	0.00	0.00	0.00	22,831.00
0144	113	CLERK II	3	2	22,411.00	22,411.00	22,411.00	420.00	0.00	0.00	0.00	0.00	22,831.00
0145	113	CLERK II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0146	113	CLERK II	3	2	22,411.00	22,411.00	22,411.00	420.00	0.00	0.00	0.00	0.00	22,831.00
0147	113	CLERK I	1	1	18,564.00	18,564.00	18,640.00	0.00	0.00	0.00	0.00	0.00	18,640.00
0148	113	CLINIC AIDE II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0149	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	720.00	0.00	0.00	0.00	0.00	23,131.00
0150	113	CLERK I	1	1	18,564.00	18,564.00	18,640.00	0.00	0.00	0.00	0.00	0.00	18,640.00
0151	113	CLERK I	1	0	17,636.00	17,636.00	17,636.00	0.00	0.00	0.00	0.00	0.00	17,636.00
0152	113	CLERK II	3	2	22,411.00	22,411.00	22,411.00	300.00	0.00	0.00	0.00	0.00	22,711.00
0153	113	CLERK I	1	1	18,564.00	18,564.00	18,564.00	0.00	0.00	0.00	0.00	0.00	18,564.00
0154	113	CLERK II	3	2	22,411.00	22,411.00	22,411.00	360.00	0.00	0.00	0.00	0.00	22,771.00
0155	113	CLERK II	3	2	22,411.00	22,411.00	22,411.00	300.00	0.00	0.00	0.00	0.00	22,711.00
0156	113	CLERK I	1	1	18,564.00	18,564.00	18,640.00	0.00	0.00	0.00	0.00	0.00	18,640.00
0157	113	CLINIC AIDE II	3	2	22,411.00	22,411.00	22,411.00	360.00	0.00	0.00	0.00	0.00	22,771.00
0158	113	CLERK I	1	1	18,564.00	18,564.00	18,564.00	0.00	0.00	0.00	0.00	0.00	18,564.00
0159	113	CLERK II	3	2	22,411.00	22,411.00	22,411.00	360.00	0.00	0.00	0.00	0.00	22,771.00
0160	113	CLINIC AIDE II	3	1	21,653.00	21,653.00	21,653.00	0.00	0.00	0.00	0.00	0.00	21,653.00
0161	113	CLINIC AIDE I	1	5	21,164.00	21,164.00	21,296.00	0.00	0.00	0.00	0.00	0.00	21,296.00
0162	113	CLINIC AIDE I	1	5	21,164.00	21,164.00	21,296.00	300.00	0.00	0.00	0.00	0.00	21,596.00
0163	113	CLERK I	1	1	18,564.00	18,564.00	18,564.00	0.00	0.00	0.00	0.00	0.00	18,564.00
0164	113	CLERK I	1	3	19,864.00	19,864.00	19,864.00	0.00	0.00	0.00	0.00	0.00	19,864.00
0165	113	CLINIC AIDE II	3	1	21,653.00	21,653.00	21,653.00	0.00	0.00	0.00	0.00	0.00	21,653.00
0166	113	CLERK II	3	1	21,653.00	21,653.00	21,653.00	300.00	0.00	0.00	0.00	0.00	21,953.00
0167	113	CLERK I	1	3	19,864.00	19,864.00	19,864.00	0.00	0.00	0.00	0.00	0.00	19,864.00
0168	113	CLINIC AIDE I	1	0	17,636.00	17,636.00	17,636.00	0.00	0.00	0.00	0.00	0.00	17,636.00
0169	113	CLINIC AIDE I	1	3	19,864.00	19,864.00	19,864.00	0.00	0.00	0.00	0.00	0.00	19,864.00
0170	113	CLERK I	1	1	18,564.00	18,564.00	18,564.00	0.00	0.00	0.00	0.00	0.00	18,564.00
0171	113	CLINIC AIDE I	1	5	21,164.00	21,164.00	21,296.00	0.00	0.00	0.00	0.00	0.00	21,296.00
0172	113	CLERK II	3	1	21,653.00	21,653.00	21,653.00	300.00	0.00	0.00	0.00	0.00	21,953.00
0173	113	CLERK I	1	0	17,636.00	17,636.00	17,636.00	0.00	0.00	0.00	0.00	0.00	17,636.00
0174	113	CLERK I	1	0	17,636.00	17,636.00	17,636.00	0.00	0.00	0.00	0.00	0.00	17,636.00
0175	113	CLERK I	1	0	17,636.00	17,636.00	17,636.00	0.00	0.00	0.00	0.00	0.00	17,636.00

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								Longevity 115	Interpret 116	Supplem. 117	Auto A. 118	Clothing 119	
0176	113	CLERK I	1	1	18,564.00	18,564.00	18,640.00	0.00	0.00	0.00	0.00	0.00	18,640.00
0177	113	CLERK I	1	4	20,514.00	20,514.00	20,763.00	0.00	0.00	0.00	0.00	0.00	20,763.00
0178	113	CLERK I	1	1	18,564.00	18,564.00	18,564.00	0.00	0.00	0.00	0.00	0.00	18,564.00
0179	113	CLINIC AIDE I	1	3	19,864.00	19,864.00	19,864.00	0.00	0.00	0.00	0.00	0.00	19,864.00
0180	113	CLERK I	1	0	17,636.00	17,636.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0181	113	CLINIC AIDE I	1	3	19,864.00	19,864.00	19,864.00	0.00	0.00	0.00	0.00	0.00	19,864.00
0182	113	CLINIC AIDE I	1	3	19,864.00	19,864.00	19,864.00	0.00	0.00	0.00	0.00	0.00	19,864.00
0183	114	CLERK II	3	3	23,169.00	23,169.00	23,169.00	0.00	0.00	0.00	0.00	0.00	23,169.00
0185	114	CUSTODIAN I	1	8	23,114.00	23,114.00	23,114.00	0.00	0.00	0.00	0.00	0.00	23,114.00
0186	114	CUSTODIAN I	1	8	23,114.00	23,114.00	23,114.00	0.00	0.00	0.00	0.00	0.00	23,114.00
0187	114	CUSTODIAN I	1	0	17,636.00	17,636.00	17,636.00	0.00	0.00	0.00	0.00	0.00	17,636.00
0188	114	CUSTODIAN I	1	8	23,114.00	23,114.00	23,114.00	0.00	0.00	0.00	0.00	0.00	23,114.00
0190	114	CUSTODIAN I	1	8	23,114.00	23,114.00	23,114.00	0.00	0.00	0.00	0.00	0.00	23,114.00
0191	114	CUSTODIAN I	1	8	23,114.00	23,114.00	23,114.00	0.00	0.00	0.00	0.00	0.00	23,114.00
0192	114	CUSTODIAN I	1	3	19,864.00	19,864.00	19,864.00	0.00	0.00	0.00	0.00	0.00	19,864.00
0193	114	CUSTODIAN I	1	3	19,864.00	19,864.00	19,864.00	0.00	0.00	0.00	0.00	0.00	19,864.00
0194	114	CUSTODIAN I	1	0	17,636.00	17,636.00	17,636.00	0.00	0.00	0.00	0.00	0.00	17,636.00
0195	114	CUSTODIAN I	1	7	22,464.00	22,464.00	22,464.00	0.00	0.00	0.00	0.00	0.00	22,464.00
0196	114	CUSTODIAN I	1	4	20,514.00	20,514.00	20,514.00	0.00	0.00	0.00	0.00	0.00	20,514.00
0197	114	CUSTODIAN I	1	4	20,514.00	20,514.00	20,514.00	0.00	0.00	0.00	0.00	0.00	20,514.00
0198	113	NUTRITIONIST I	11	3	42,884.00	42,884.00	42,884.00	0.00	0.00	0.00	0.00	0.00	42,884.00
0199	113	NUTRITIONIST I	11	3	42,884.00	42,884.00	42,884.00	0.00	0.00	0.00	0.00	0.00	42,884.00
0200	113	AREA COORDINATOR I	14	4	55,788.00	55,788.00	55,788.00	0.00	0.00	0.00	0.00	0.00	55,788.00
0201	113	LICENSED VOCATIONAL NURSE II	11	1	40,078.00	40,078.00	40,078.00	0.00	0.00	0.00	0.00	0.00	40,078.00
0202	113	LICENSED VOCATIONAL NURSE II	11	1	40,078.00	40,078.00	40,078.00	0.00	0.00	0.00	0.00	0.00	40,078.00
0203	113	CLERK I	1	3	19,864.00	19,864.00	19,864.00	0.00	0.00	0.00	0.00	0.00	19,864.00
0204	113	CLERK I	1	1	18,564.00	18,564.00	18,564.00	0.00	0.00	0.00	0.00	0.00	18,564.00
0205	113	CLERK I	1	1	18,564.00	18,564.00	18,564.00	0.00	0.00	0.00	0.00	0.00	18,564.00
0206	113	CLERK I	1	3	19,864.00	19,864.00	19,864.00	0.00	0.00	0.00	0.00	0.00	19,864.00
0207	113	CLERK I	1	0	17,636.00	17,636.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0208	113	CLERK I	1	1	18,564.00	18,564.00	18,640.00	0.00	0.00	0.00	0.00	0.00	18,640.00
0209	113	CLINIC AIDE I	1	0	17,636.00	17,636.00	17,636.00	0.00	0.00	0.00	0.00	0.00	17,636.00
0210	113	CLINIC AIDE I	1	3	19,864.00	19,864.00	19,864.00	0.00	0.00	0.00	0.00	0.00	19,864.00

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								Longevity 115	Interpret 116	Supplem. 117	Auto A. 118	Clothing 119	
0211	113	CUSTODIAN I	1	3	19,864.00	19,864.00	19,864.00	0.00	0.00	0.00	0.00	0.00	19,864.00
0212	113	REGISTERED DIETICIAN I	12	3	46,314.00	46,314.00	46,314.00	0.00	0.00	0.00	0.00	0.00	46,314.00
0213	113	CLERK I	1	3	19,864.00	19,864.00	19,864.00	0.00	0.00	0.00	0.00	0.00	19,864.00
0214	113	CLERK I	1	3	19,864.00	19,864.00	19,864.00	0.00	0.00	0.00	0.00	0.00	19,864.00
0215	113	CLERK I	1	1	18,564.00	18,564.00	18,564.00	0.00	0.00	0.00	0.00	0.00	18,564.00
0216	113	NUTRITIONIST	11	3	42,884.00	42,884.00	42,315.00	0.00	0.00	0.00	0.00	0.00	42,315.00
0218	113	NUTRITIONIST I	11	0	38,074.00	38,074.00	38,074.00	0.00	0.00	0.00	0.00	0.00	38,074.00
0219	113	COORDINATOR IV	15	1	54,526.00	54,526.00	54,600.00	420.00	0.00	0.00	0.00	0.00	55,020.00
0221	113	NUTRITIONIST I	11	1	40,078.00	40,078.00	40,078.00	0.00	0.00	0.00	0.00	0.00	40,078.00
0222	113	CUSTODIAN II	3	4	23,927.00	23,927.00	23,927.00	0.00	0.00	0.00	0.00	0.00	23,927.00
0223	113	CLINIC AIDE I	1	1	18,564.00	18,564.00	18,564.00	0.00	0.00	0.00	0.00	0.00	18,564.00
0224	113	CLERK I	1	1	18,564.00	18,564.00	18,564.00	0.00	0.00	0.00	0.00	0.00	18,564.00
0225	113	REGISTERED DIETICIAN I	12	2	44,799.00	44,799.00	44,799.00	0.00	0.00	0.00	0.00	0.00	44,799.00
0226	113	REGISTERED DIETICIAN I	12	2	44,799.00	44,799.00	44,799.00	0.00	0.00	0.00	0.00	0.00	44,799.00
0227	113	CLERK I	1	1	18,564.00	18,564.00	18,640.00	0.00	0.00	0.00	0.00	0.00	18,640.00
0228	113	CLERK I	1	1	18,564.00	18,564.00	18,564.00	0.00	0.00	0.00	0.00	0.00	18,564.00
0230	113	MOBILE CLINIC COORDINATOR	6	2	28,231.00	28,231.00	28,465.00	480.00	0.00	0.00	0.00	0.00	28,945.00
0231	113	ADMINISTRATIVE ASSISTANT III	8	3	34,043.00	34,043.00	34,043.00	420.00	0.00	0.00	0.00	0.00	34,463.00
0233	113	REGISTERED DIETICIAN I	12	2	44,799.00	44,799.00	44,799.00	0.00	0.00	0.00	0.00	0.00	44,799.00
0234	113	CUSTODIAN II	3	4	23,927.00	23,927.00	23,927.00	0.00	0.00	0.00	0.00	0.00	23,927.00
0235	113	CLERK I	1	1	18,564.00	18,564.00	18,640.00	0.00	0.00	0.00	0.00	0.00	18,640.00
0236	113	CLERK I	1	1	18,564.00	18,564.00	18,640.00	0.00	0.00	0.00	0.00	0.00	18,640.00
0237	113	LICENSED VOCATIONAL NURSE I	9	1	34,360.00	34,360.00	34,360.00	0.00	0.00	0.00	0.00	0.00	34,360.00
0238	114	CUSTODIAN I	1	0	17,636.00	17,636.00	17,636.00	0.00	0.00	0.00	0.00	0.00	17,636.00
0239	113	CLERK I	1	0	17,636.00	17,636.00	17,636.00	0.00	0.00	0.00	0.00	0.00	17,636.00
		CREATE THE FOLLOWING:											
0240	**113**	**ADMINISTRATIVE ASSISTANT III**	**8**	**1**	**31,815.00**	**31,815.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
					6,369,320.00	6,467,601.00	6,318,456.00	87,300.00	0.00	0.00	0.00	0.00	6,405,756.00

Approval to create the above regular full-time position

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2011-038300 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY AND HUMAN SERVICES (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $40,000.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 06/30/2011 and ends on 06/29/2012. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

a. Core Contract (this document)
b. Program Attachments:

2011-038300-001 NUTRITION PHYSICAL ACTIVITY AND OBESITY PREVENTION

c. General Provisions (Sub-recipient)
d. Solicitation Document(s), and
e. Contractor's response(s) to the Solicitation Document(s).
f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HIDALGO COUNTY
Address: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243
Vendor Identification Number: 17460007176037

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

By:_____
Signature of Authorized Official

_____
Date

Bob Burnette, C.P.M., CTPM

Director, Client Services Contracting Unit

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

(512) 458-7470

Bob.Burnette@dshs.state.tx.us

HIDALGO COUNTY AND HUMAN SERVICES

By:_____
Signature

_____
Date

_____
Printed Name and Title

_____
Address

_____
City, State, Zip

_____
Telephone Number

_____
E-mail Address for Official Correspondence

CONTRACT NO. 2011-038300
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000374602

CONTRACTOR: HIDALGO COUNTY AND HUMAN SERVICES

DSHS PROGRAM: NUTRITION PHYSICAL ACTIVITY AND OBESITY PREVENTION

TERM: 06/30/2011 THRU: 06/29/2012

SECTION I. STATEMENT OF WORK:

Contractor shall support obesity prevention efforts by addressing community policy and environmental changes. Contractor shall increase community capacity through strategic planning around evidence-based community strategies for obesity prevention to make healthy eating, breastfeeding, and physical activity easier choices in Texas communities.

During the project period, Contractor shall:

1. Utilize existing infrastructure and strategic partnerships to leverage community assets to work towards policy/environmental change activities for obesity prevention;
2. Implement the approved work plan attached as Exhibit A, with technical assistance from DSHS Nutrition, Physical Activity and Obesity Prevention Program; and
3. Report progress to DSHS as referenced below.

Contractor shall collaborate with DSHS to implement no more than two (2) of the following Centers for Disease Control (CDC) Community Strategies for Obesity Prevention:

- Increase availability of healthier food and beverage choices in public service venues
- Improve availability of affordable healthier food and beverage choices in public service venues
- Improve geographic availability of supermarkets in underserved areas
- Provide incentives to food retailers to locate in and/or offer healthier food and beverage choices in underserved areas
- Improve availability of mechanisms for purchasing foods from farms
- Provide incentives for the production, distribution, and procurement of foods from local farms
- Restrict availability of less healthy foods and beverages in public service venues
- Institute smaller portion size options in public service venues
- Limit advertisements of less healthy foods and beverages
- Discourage consumption of sugar-sweetened beverages
- Increase support for breastfeeding

- Require physical education in schools
- Increase the amount of physical activity in physical education programs in schools
- Increase opportunities for extracurricular physical activity
- Reduce screen time in public service venues
- Improve access to outdoor recreational facilities
- Enhance infrastructure supporting bicycling
- Enhance infrastructure supporting walking
- Support locating schools within easy walking distance of residential areas
- Improve access to public transportation
- Zone for mixed-use development
- Enhance personal safety in areas where persons are or could be physically active
- Enhance traffic safety in areas where persons are or could be physically active
- Participate in community coalitions or partnerships to address obesity

Contractor shall conduct process and outcome evaluations of activities.

Contractor shall perform all activities in accordance with DSHS's *FY 2011 Competitive Request for Proposals (RFP) for HPCDP/OBES Community Obesity Prevention Projects posted* on January 6, 2011, Contractor's application, work plan (Exhibit A), Guidelines for End-of-Project Report (Exhibit B), budget, and any approved revisions. These documents are hereby incorporated by reference and made a part of this program attachment.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS' Program will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total contract amount as shown in SECTION VII. BUDGET, Contractor's budget may be subject to a decrease for the remainder of Renewal Attachment term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

SECTION II. PERFORMANCE MEASURES:

The performance measures are referenced in the approved work plan (Exhibit A) and will be used to assess, in part, Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the other terms of the contract or any other method of determining compliance. Additional performance measures include:

1. Conducting a local assessment process that includes two (2) formative local surveys, qualitative interviews, or quantitative data collection of stakeholders; and
2. Implementing a sustainable model for policy and environmental change to include:
    A) Six (6) technical assistance calls or referrals;
    B) Two (2) workshops, trainings, or presentations related to the model;

C) Six (6) distributions of information/education to include the use of media;
D) Three (3) partnership meetings of coalitions or workgroups which Contractor convenes, participates, or facilitates;
E) The creation and/or support of existing infrastructure through accomplishment of one or more policy or environmental changes related to decreasing sugar sweetened beverages, decreasing energy dense foods, decreasing television viewing, increasing access to and intake of fruit and vegetables, increasing physical activity, and/or increasing breastfeeding which are supported by evidence to impact obesity prevention in the target community; and
F) Coordinating and/or participating in a minimum of one (1) community forum or meeting to present and distribute the Texas! Bringing Health Back Community media kit.

3. Evaluation to include:
   A) Two (2) local surveys, qualitative interviews, or quantitative data collection of stakeholders;
   B) Three (3) partnership meetings of coalitions or workgroups which Contractor convenes, participates, or facilitates; and
   C) The development of one report/summary of evaluation findings.

4. Contractor shall report all monthly activities into DSHS Program Management and Tracking System (PMATS) by the 10th day of each month beginning July 10, 2011, through June 10, 2012.

5. Contractor shall participate in monthly conference calls and two site visits with DSHS staff from the Nutrition, Physical Activity and Obesity Prevention Program.

6. Submit end-of-year report (as referenced as Exhibit B) to Maribel.Valls@dshs.state.tx.us by June 30, 2012.

SECTION III. SOLICITATION DOCUMENT:

FY 2011 Competitive Request for Proposals (RFP) for HPCDP/OBES Community Obesity Prevention Projects, RFP #: HPCDP/OBES-0445.1

SECTION IV. RENEWALS:

DSHS may renew the Program Attachment for up to two (2) additional one- year terms at DSHS sole discretion.

SECTION V. PAYMENT METHOD:

Cost Reimbursement
Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List.

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13). Vouchers should be mailed or submitted by fax or electronic mail to the addresses/number below.

Invoices and reports shall be submitted to the following address:

Department of State Health Services
Claims and Processing Unit, MC 1940
P. O. Box 149347
Austin, Texas 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us, please copy Maribel.Valls@dshs.state.tx.us.

SECTION VII. BUDGET:

SOURCE OF FUNDS: *CFDA # 93.283.*

SECTION VIII. SPECIAL PROVISIONS:

General Provisions**, Article XIII. General Terms**, **Section 13.15 Amendment**, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Program Attachment.

2011-038300-001

Categorical Budget:

PERSONNEL	$0.00
FRINGE BENEFITS	$0.00
TRAVEL	$0.00
EQUIPMENT	$1,825.00
SUPPLIES	$5,775.00
CONTRACTUAL	$12,000.00
OTHER	$20,400.00
TOTAL DIRECT CHARGES	$40,000.00
INDIRECT CHARGES	$0.00
TOTAL	$40,000.00
DSHS SHARE	$40,000.00
CONTRACTOR SHARE	$0.00
OTHER MATCH	$0.00

Total reimbursements will not exceed $40,000.00

Financial status reports are due: 10/31/2011, 01/31/2012, 04/30/2012, 08/31/2012

Equipment List Attached.

DATE: 6/30/2011

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 1.1292.441.00.350.014.1.xxx

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County :

I would like to request the follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
1.1292.441.00.350.014.1.320	Professional Services	12,000
1.1292.441.00.350.014.1.601	Office Supplies	1,150.00
1.1292.441.00.350.014.1.603	Nutrition Ed. Supplies	4,000.00
1.1292.441.00.350.014.1.607	Cleaning Supplies	1,695.00
1.1292.441.00.350.014.1.619	Other Misc.Supplies	330.00
1.1292.441.00.350.014.1.661	Minor Office Furniture	5,690.00
1.1292.441.00.350.014.1.664	Other Minor Equipment	460.00
1.1292.441.00.350.014.1.630	Food	2,000.00
1.1292.441.00.350.014.1.532	Cell Phone	600.00
1.1292.441.00.350.014.1.535	Postage	50.00
1.1292.441.00.350.014.1.540	Advertising	3,000.00
1.1292.441.00.350.014.1.550	Printing	3,000.00
1.1292.441.00.350.014.1.581	In County Travel	3,000.00
1.1292.441.00.350.014.1.584	Registration	1,000.00
1.1292.441.00.350.014.1.745	Computer Equipment	1,825.00
1.1292.441.00.350.014.1.811	License & Permits	200.00
	Total Appropriation	40,000.00
1-1292-331-12-350-014-1-000	WIC Obesity Prevention Revenue	40,000.00
	Total Revenue	40,000.00
	TOTAL FUND BALANCE IMPACT	40,000.00

REASON: Appropriate new grant money.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT DATE: ATTEST COUNTY CLERK

AI-27400 **11.A.**

Approval of Payment-El Gato Road Project

CC REGULAR

Date:	07/12/2011
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 also known as Parcel 2- El Gato Road Project- Stiers Family Management Trust c/o Lou Anne Bell and Darryl Stiers co- trustees

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-122-051-0-711

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

BUDGETARY IMPACT:

Available funds as of 07/07/11.

Attachments

Link: revised

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	07/06/2011 01:57 PM	APRV
2	Olga Garza	Olga Garza	07/07/2011 02:08 PM	APRV
3	Auditor's Office	Arcilia Duran	07/08/2011 01:34 PM	APRV
4	Purchasing Department	Monica Badillo	07/08/2011 03:48 PM	APRV
5	Olga Garza		07/08/2011 04:40 PM	PEND

Form Started By: Sandra Garcia Started On: 07/05/2011 04:15 PM

Final Approval Date: 07/08/2011

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

MEMO

TO: Commissioner's Court

FROM: Roy Gonzales
Right Of Way Agent RG/vg

DATE: JUNE 28, 2011

RE: EL GATO ROAD PROJECT (Parcel # 2)
Stiers Family Management Trust c/o Lou Anne Bell and Darryl Stiers - CO-TRST

Attached please find letter provide by property owner for above-mentioned project.

Appraised Value: $3,848.00

Settlement Offer: $5,130.00

Differences: $1,282.00

Approved; 6/28/11

Not Approved: _____

2401 N. MOOREFIELD ROAD ★ MISSION, TEXAS 78572 ★ PH# (956) 283-8134 ★ FAX (956) 283-8402

June 22, 2011

RE: El Gato Road Project
Stiers Family Management Trust

To Whom It May Concern,
Mr. Roy Gonzales,

Thank you for your revision in land values. We still feel that the price should be the same from the East to the West of the property.

In 2007, the county bought several acres for the new drainage ditch on the North side of the property. They paid $35,000.00 per acre East to West through out the property.

The Stiers Family is willing to accept Parcel #1, subject to a small change on Parcel #2 and #3. If the county will raise the price of Parcel #2 and #3 to $30,000.00 an acre as well, the family will be in agreement.

The big difference between the ditch transaction and the current one is that there is a very good hard corner on Parcel #1.

Thank you for your time concerning this matter. We look forward to completing this transaction.

Yours truly,

The Stiers Family Management Trust
Lou Anne Bell and Darryl Stiers co-trustees

BBell

Form ROW-A-6
Rev. 7/2004
GSD-EPC

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: North line of El Gato Road east of FM 907, Hidalgo County, TX.
District: NA
Property Owner: Stiers Family Management Trust c/o Lou Anne Bell and Darryl Stiers CO-TRST
ROW CSJ: NA
Address of Property Owner: 2314 Orange Street Mission TX 78574
Parcel: 2
Occupant's Name: Vacant
Federal Project No: N/A
Whole: ☐ **Partial:** ☒ **Acquisition**
Highway: El Gato Road **County:** Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $3,848.00 as of January 10, 2011, based upon my independent appraisal and the exercise of my professional judgment; on January 10, 2011, (date)(s), I personally inspected in the field the property herein appraised; I afforded Lou Anne Bell and Darryl Stiers CO-TRST, the property owner or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on February 17, 2011 , I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, City of Alamo, or officials of the Federal Highway Administration until authorized by city officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Appraiser Signature

State Certified General Real Estate Appraiser – TX 1328375 – General
Certification Number

June 8, 2011
Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser Date

Certificate of Appraisal

This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Cost Approach to value that is a Sales Comparison Approach to the subject as if vacant and includes the estimated depreciated market value of real estate improvements and site improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

Identification of Client & Intended User of Appraisal Report

The client for this report is identified as Hidalgo County Right of Way Department under the direction of Joe E. Pena, Director, Right of Way Department and the City of Alamo, Texas. Mr. Pena along with Roy Gonzalez, Right-of-Way Agent will be involved with the acquisition of said proposed right-of-way. The part to be acquired is for the expansion of the existing road right-of-way of El Gato Road with the project limits being from Alamo Road (FM 907) to Tower Road, within the extra territorial jurisdiction of the City of Alamo, Texas.

The intended use of the report is to assist the Hidalgo County Right-of-Way Department and others involved with the project, for future negotiations of acquiring a portion of said property as fee simple, in the name of the City of Alamo. This report is not intended for any other use unless specified by the client. The client has identified that the report shall be a summary appraisal report, which is to conform to the ROW-A-6 Form Rev. 7/2004. The intended user of the report is defined as Hidalgo County Right of Way Department and the County of Hidalgo, and may include other governmental entities which may be participating in the project. Roy Gonzales shall be the project manager for this project under the direction of Joe E. Pena. Mr. Gonzales has a local office located at 2401 N Moorefield Road, Mission, Texas and can be contacted at (956) 283-8134.

Scope of the Assignment

By work order 653485 dated February 28, 2011 on behalf of Hidalgo County Right of Way Department and the City of Alamo; Roy Gonzales requested for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by R. Gutierrez Engineering Corporation. Leonel Garza III is the owner of Leonel Garza Jr. & Associates, LLC located at 1419 Dove Avenue Ste 1, McAllen, Texas. This office has been in operation for over 30 years of which Leonel Garza III, became owner of the family operation after the passing of Leonel Garza Jr. in 1998. Leonel Garza III has specialized in right-of-way acquisition field for over 10 years of which has performed projects in the following County's: Cameron County, Hidalgo County, Starr County, Zapata County, Webb County, Nueces County and Brooks County. Leonel Garza III, shall inspect each property personally along with staff member and General Certified Appraiser Luis C. Garza Lic. No. 1338051 who has worked under the direction of Leonel Garza III for over five (5) years. Luis C. Garza will aid in the preparation of the report, however, all analysis, determination of comparables and the determination of compensable items shall be performed by Leonel Garza III. The scope of the assignment is to appraise the area as fee simple in its present "as is condition" subject to governmental regulation, and in terms of a cash transaction. In addition, the scope is requiring the appraiser to make the extraordinary condition that the subject property is free from contamination of which could affect the overall market value of the subject property as a whole and the part to be acquired. Each property owner shall be sent a letter of intent to inspect the subject property and offer any additional inspections on-site and in the presence of the owner(s) and or owner(s) representative (as requested). In the event access is not granted to enter the subject area, the appraiser is to proceed off-site along existing road right-of-way as indicated by survey. The scope of the assignment requires that comparable market sales within the area be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The comparables have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. Listings along El Gato Road were also reviewed in order to determine the current market asking price for property along the project. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection without project influence as indicated by scope. The inspection is limited by the permissibility of the subject owner as per date of report. In the event an on-site inspection was not permitted, the appraiser continued the inspection off-site along existing road right of way of El Gato Road.

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determined the value of the proposed right-of-way to be acquired in the name of the City of Alamo, as defined within this report. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). The area to be acquired may contain personal property items and or real estate items, which may be compensable for the purpose of right-of-way acquisition only. These items deemed compensable shall be included within the body of the report and itemized for clarity. Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the corresponding Appraisal District and or by off-site estimation by appraiser, as they are not affected by the acquisition.

Property Rights Appraised

The property rights being appraised in this report consist of the fee simple estate and easement valuation of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fifth Edition, copyright 2010, page 78, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." In addition to the valuation of fee simple, the scope of the assignment is to evaluate the subject as an "Easement". According to the Dictionary of Real Estate Appraisal "An easement is the conveyance of certain property rights, but not ownership, to a parcel of real estate." By definition, the ownership of real estate is endowed with a bundle of rights. If there are any questions or concerns as to this definition of fee simple estate or easement, please feel free to contact Leonel Garza III at (956) 687-7295 for further explanation

Accessibility To Subject Property

As per scope of the assignment, the subject property shall be inspected in order to verify any and all improvements affected by the part to be acquired. In the event the remainder after the acquisition is affected by the proposed acquisition the remainder shall be inspected in order to determine damages (diminution) to market value if any exist. The property owner of record shall be sent a letter of intent to inspect and offer the opportunity for an on-site inspection in the presence of the appraiser, Leonel Garza III. The owner of record, as per the Hidalgo County Appraisal District was sent a letter of intent to inspect the subject property on the week of February 9, 2011. A copy of the certified letter is located within the addenda of this report. The owner of record, as per the Hidalgo County Appraisal District was sent a letter of intent to inspect the subject property on the week of February 9, 2011. A copy of the certified letter is located within the addenda of this report. On or about February 9, 2010, Lou Anne Bell and Darryl Stiers returned the certified letter sent and indicated that Leonel Garza Jr. & Associates LLC had permission to inspect the subject property without their presence required.

Analysis of Subject As A Whole

A survey of the property owners entire tract was not performed as the part to be acquired incorporates a portion of land located along El Gato Road. As per scope of the assignment, the subject property shall be analyzed based on the combined information of several sources including, the survey provided, on-site and or off-site inspection, personal interviews, and information gathered from the local appraisal district. The property was analyzed based on the whole property less any existing road right-of-way. Based on the inspection of the subject property and the evaluation of the subject as a whole, the remainder shall not be affected by the part to be acquired and therefore shall not be included within the valuation of this report.

Economic Unit Analysis

The subject property shall be analyzed based on a 10.00 acre tract of land as indicated by survey. The area for the subject property as a whole is indicated as per survey provided by R. Gutierrez Engineering Corporation dated November 5, 2010. The comparable sales used for the analysis of the subject property as whole and as the partial acquisition indicated a range of economic units of 2.00 acres to 21.63 acres. These indicated economic unit values are used for the valuation of the proposed acquisition, as the part to be acquired does constitute an economic unit. Therefore, the pro-rata part of the whole is applied as the market valuation of the proposed acquisition.

Part To Be Acquired

The proposed acquisition is comprised of fee land in which the land area to be acquired is 0.379 acre (16,509 square feet) out of a 10.00 acre tract of land. The part to be acquired includes 0.152 acres of existing road right of way and is encumbered by a 0.114 acre Total E&P USA, Inc. pipeline easement, leaving a net 0.114 acres (6,273 square feet) of land owned in fee simple. The proposed acquisition has approximately 330' lineal feet of frontage along the north side of El Gato Road. The proposed acquisition, which is the subject of this report, shall be evaluated as a whole as determined by the approaches to market value selected. The subject shall be valued based on the highest and best use as a residential development tract of land, which is based on the local market trends along El Gato Road. This highest and best use is further explained on page 3.2 of this report.

To Be Acquired (Net)	0.114 Acres
	6,273 Square Feet

Legal Description: Part To Be Acquired

Being 0.379 gross acre tract of land out of the west one-half (1/2) of the east one-half (1/2) of Lot 5, Block 28, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas. Volume 1, Pages 24-26, M.R.H.C.

Remainder Before and After Acquisition

The remainder, before and after the acquisition, is defined as the partial acquisition subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed part to be acquired. The highest and best use of the subject property before and after the proposed partial acquisition is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed part to be acquired. As for the remainder, it was determined that the highest and best use before and after the acquisition shall remain and not be damaged or changed as a result of the proposed acquisition.

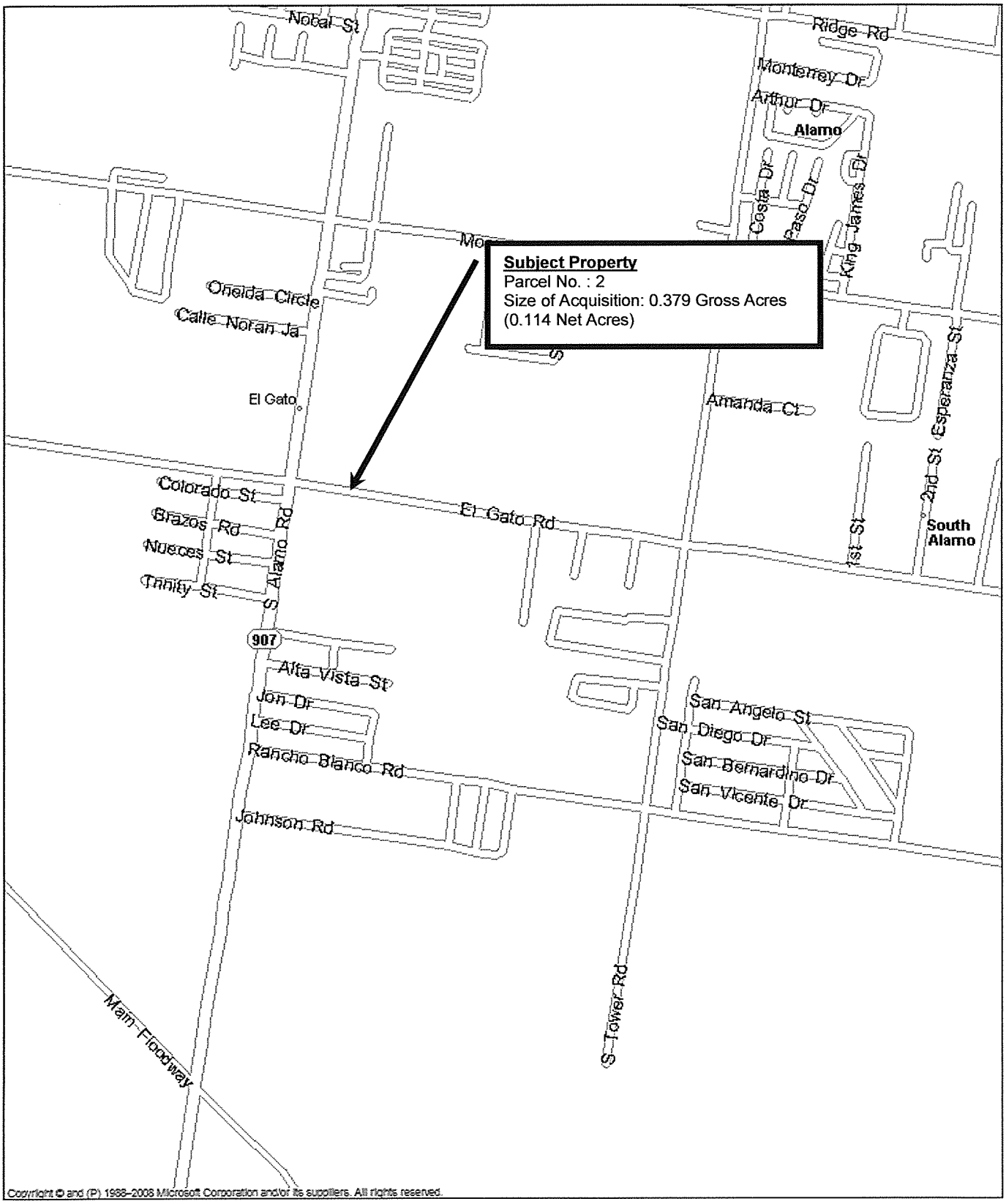
Property Tax Information

The Hidalgo County Appraisal District is located at 4405 S. Professional Dr., Edinburg, Texas and can also be accessed via www.hidalgoad.org. According to the information provided by the website, the subject property was confirmed to be under the ownership of Bell Lou Anne Stiers and Cindy S Nordmeyer CO-TRST. This was found under the tax account 111578 of which the subject property is current assessed at $7,700 per acre. The subject property currently receives an agriculture use exemption due to its current use, with a rate of $404 per acre. The property taxes for the subject appear to be current; however, further research with the Hidalgo tax office shall be required to confirm any outstanding tax liabilities attributable to the subject property. ***As per Lou Anne Bell on February 28, 2011, indicated by a letter sent to our office, that Cindy Nordmeyer is no longer associated with the tract.***

General Site Assessment Statement

This appraiser has made an on-site inspection of the subject property, and no obvious adverse environmental concerns or potentially hazardous materials were observed. This appraiser is not qualified to make a detailed environmental study and highly recommends that an inspection be made by a qualified environmental engineer if any environmental concerns exist. Leonel Garza Jr. & Associates LLC has performed this appraisal report under the hypothetical condition and extraordinary assumption that the subject property has not experienced any adverse environmental concerns which may influence its marketability and or value. A survey of the remainder of the subject property was not provided or necessary due to the acquisition being a partial acquisition. The extraordinary assumption is that neither adverse easements nor encroachments are located within the subject property which would affect the value of the whole. The subject property was observed that the property is generally level and typical of the surrounding market area. No severe low lying areas were observed, however, this appraiser is not an engineer and cannot certify to the topography or drainage of the subject property.

LOCATION MAP OF SUBJECT PROPERTY



Microsoft® MapPoint 2009 (16.00.19.1500)

AERIAL PHOTOGRAPH OF SUBJECT PROPERTY

Google Earth



AERIAL PHOTOGRAPH OF SUBJECT PROPERTY

Google Earth (Closer View of Subject Property)



NOTE: THE PART TO BE ACQUIRED IS ESTIMATED AND DEPICTED BY THE YELLOW DASHED LINE. COMPLETE SURVEY OF SUBJECT AS A WHOLE WAS NOT PROVIDED BY R. GUTIERREZ ENGINEERING CORP. AND IS ESTIMATED BASED ON INFORMATION GATHERED DURING THE INSPECTION OF THE SUBJECT PROPERTY OR THE HIDALGO COUNTY APPRAISAL DISTRICT.

FIELD NOTES OF PART TO BE ACQUIRED (Page 1 of 2)

EXHIBIT "A"

COUNTY: HIDALGO

HIGHWAY: El Gato Road

PROJECT LIMITS: From Alamo Road (F.M. 907) to Tower Road

Eng09.022A
September 30, 2010
Parcel 2
Page 1 of 3

FIELD NOTES FOR PARCEL – 2

Being a 0.379-acre tract of land out of the West one-half (1/2) of the East one-half (1/2) of Lot 5, Block 28, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24~26, Map Records of Hidalgo County, Texas. Said West one-half (1/2) of the East one-half (1/2) tract is vested to Lou Anne Stiers Bell and Cindy Stiers Nordmeyer, Co-Trustees under Trust Agreement from Marie Cramer, by virtue of a Deed of Gift, dated May 9, 1989, recorded in Volume 2759, Page 766, Official Records of Hidalgo County, Texas, and from Lou Anne Bell, Cindy Nordmeyer, Richard Stiers, Karen Stiers and Darryl Stiers, by virtue of a Warranty Deed, dated November 22, 1999, recorded in Document No. 881649, Official Records of Hidalgo County, Texas. Said 0.379-acre tract of land being more particularly described by metes and bounds as follows;

Commencing at a Cotton Picker Spindle set at the Southeast corner of Lot 5, **THENCE**, North 81 degrees 25 minutes 00 seconds West, with the South line of Lot 5, a distance of 330.00 feet to a Cotton Picker Spindle set at the Southeast corner of the West one-half (1/2) of the East one-half (1/2) of Lot 5, for the Southeast corner and the **POINT OF BEGINNING** of this tract of land;

1. **THENCE,** continuing North 81 degrees 25 minutes 00 seconds West, with the South line of said Lot 5, a distance of 330.00 feet to a No. 4 rebar set at the Southwest corner of said West one-half (1/2) of the East one-half (1/2) of said Lot 5, for the Southwest corner of this tract of land;

2. **THENCE**, North 08 degrees 35 minutes 00 seconds East, with the West line of said West one-half (1/2) of the East one-half (1/2) of said Lot 5, at a distance of a 20.00 feet pass the Existing North Right of Way line of El Gato Road, and at a total distance of 50.00 feet to a No. 4 rebar set at the Proposed North Right of Way line of said El Gato Road, for the Northwest corner of this tract of land;

3. **THENCE**, South 81 degrees 25 minutes 00 seconds East, with the Proposed North Right of Way line of said El Gato Road, a distance of 330.00 feet to a No. 4 rebar set at the East line of said West one-half (1/2) of the East one-half (1/2) of Lot 5, for the Northeast corner of this tract of land;

FIELD NOTES OF PART TO BE ACQUIRED (Page 2 of 2)

Eng09.022A
September 30, 2010
Parcel 2
Page 2 of 3

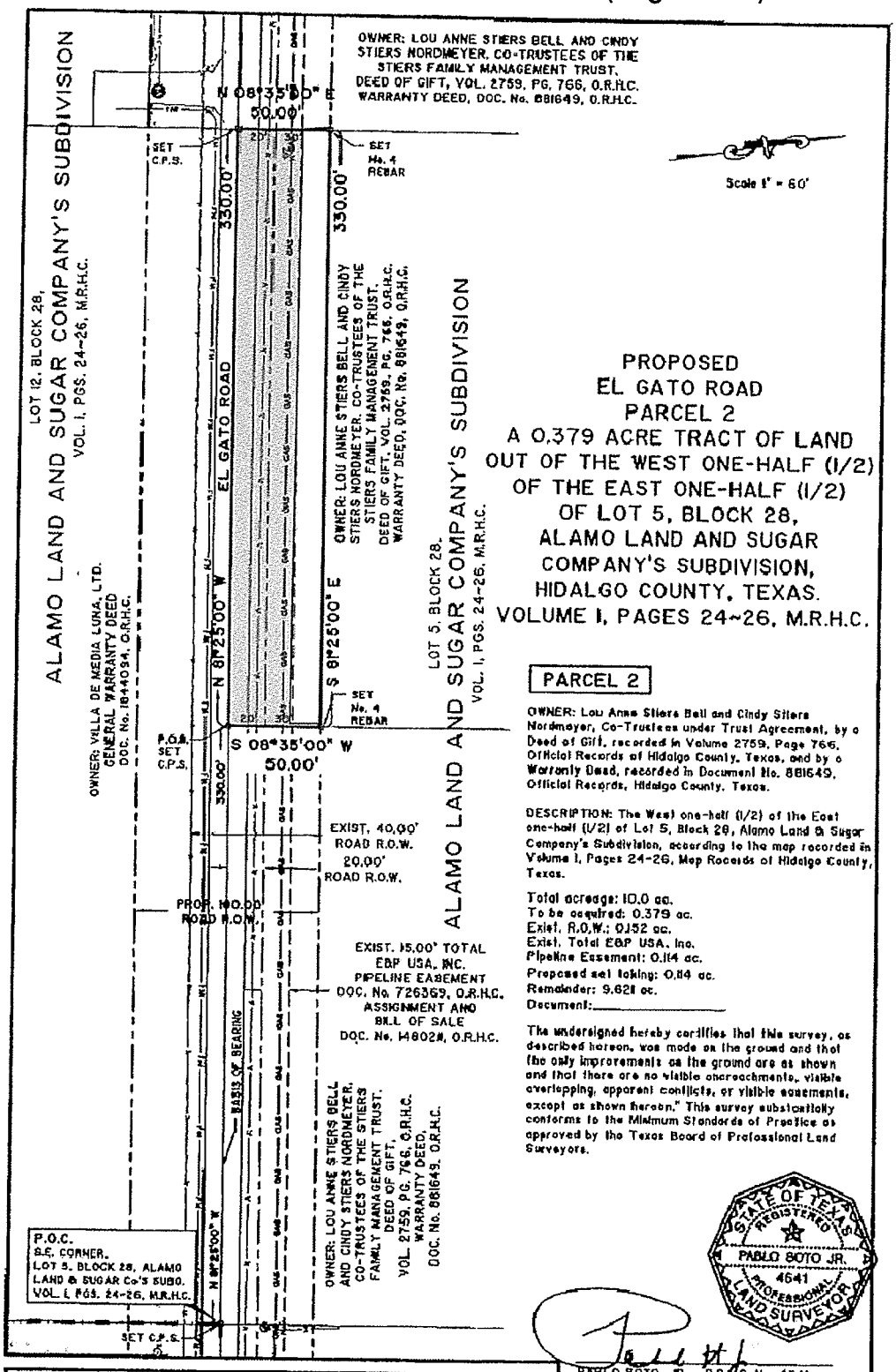
4. **THENCE**, South 08 degrees 35 minutes 00 seconds West, with the East line of said West one-half (1/2) of the East one-half (1/2) of Lot 5, at a distance of 30.00 feet pass the Existing North Right of Way line of said El Gato Road, and at a total distance of 50.00 feet to the **POINT OF BEGINNING,** containing 0.379 acres of land, of which 0.152-acres lies in the Existing Right of Way of El Gato Road, 0.114-acres lies in the Existing Total E&P USA, Inc. pipeline Easement, leaving a **Proposed Net Taking** of 0.114-acres of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify the above metes and bounds are true and is the result of an actual survey performed on the ground under my direction.



PABLO SOTO JR. - R.P.L.S. No. 4541
Date: 11/5/10

SURVEY OF PART TO BE ACQUIRED (Page 1 of 1)



Yellow Highlighted Area = Net Area To Be Acquired / Green Highlight Area = Existing ROW & Easements

PHOTOGRAPHS OF SUBJECT PROPERTY

Include Each Major Improvement

Parcel No.: 2

Local Address: North line of El Gato Road East of FM 907

Date Taken: January 10, 2011

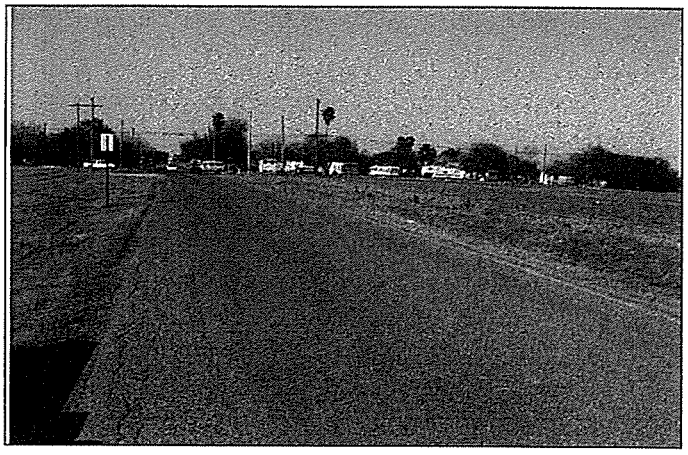
Taken By: :Leonel Garza III

Point which taken: Photo 1: El Gato Rd. ROW
Photo 2: El Gato Rd. ROW

Looking: Photo 1: North
Photo 2: West



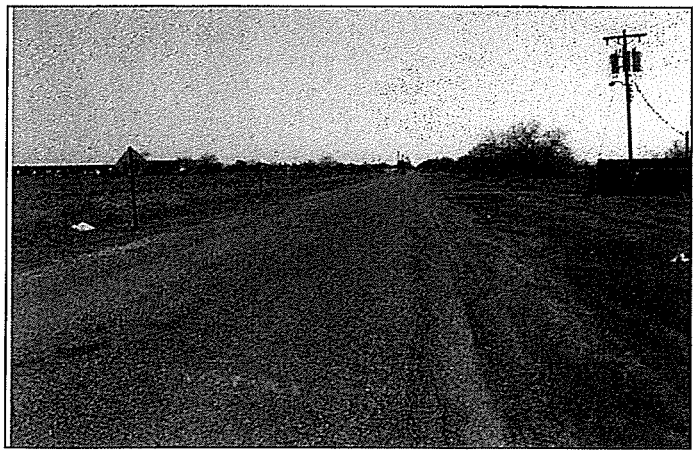
Northern view of subject whole property from El Gato Road



Western view of El Gato Rd. Subject property is located along the right of the photo.

Point which taken: Photo 3: El Gato Rd. ROW
Photo 4: El Gato Rd. ROW

Looking: Photo 3: East
Photo 4: North



Eastern view of El Gato Road. Subject property is to the left of the photo.



Northern view of subject property.

DESCRIPTION OF PROPERTY:

The subject property, as a whole, is a 10.0 acre vacant tract of land located along the north side of El Gato Road. The subject property contains 330.00' lineal feet of frontage along the northern frontage of El Gato Road. According to the survey provided by R. Gutierrez Engineering Corporation, dated November 5, 2010, the part to be acquired is approximately 0.114 net acres (6,273 square feet) located along the most southern property boundary. This land area currently in fee simple shall be calculated at 100% of the unit value derived from the sales comparison approach as vacant that shall exclude any existing road right of way and public easements to arrive at the net area to be acquired as per scope of the assignment. This is performed in order to determine the unit value for the proposed acquisition for the purchase of said tract in the name of the City of Alamo.

AREA OR NEIGHBORHOOD ANALYSIS:

The subject neighborhood is defined as being that area border to the north by US Business 83, to the south by US Highway 281 (Military Road), to the east by South Tower Road and to the west by FM 2557 (Stewart Road). The subject neighborhood is comprised of a mixture of single-family residential development predominantly located along South Tower, Stewart and El Gato Road. Small commercial development is predominantly located along US Business 83 and FM 907. With the introduction of municipal services within the area of the subject property, it is believed that a steady growth of both residential and commercial development will occur. Several properties along South Tower Road are in a state of development as indicated by the City of Alamo Planning and Zoning Department. Leonel Garza Jr. & Associates LLC has inspected the market area along El Gato Road and has found that the market is in a state of positive development.

SITE ANALYSIS

Five Year Sales History:
During the course of the appraisal, research was performed through the Hidalgo County Appraisal District to verify the current ownership of the subject property along with title information provided by the client. The property was transferred from Lou Anne Bell, Cindy Nordmeyer, Richard Stiers, Karen Stiers, and Darryl Stiers to Lou Anne Bell and Cindy Nordmeyer, Co-Trustees of The Stiers Family Management Trust under Trust Dated October 18, 1999 on November 22, 1999 and recorded under Document Number 881649 for an undisclosed consideration. A copy of the appraisal card is located in the Addenda of this report. Further research shall be required as it has been indicated that Cindy Nordmeyer is no longer a co-trustee of the subject property as of the Fall of 2010. This was indicated by Lou Anne Bell as per returned questionnaire.

Legal Description: (Whole Property)
The West one-half (1/2) of the East one-half (1/2) of Lot 5, Block 28, Alamo Land and Sugar Company's Subdivisoin, according to the map recorded in Volume1, Pages 24-26, Map Records of Hidalgo County, Texas.

Legal Description: (Part to be Acquired)
0.379 acre tract of land out of the west one-half (1/2) of the east one-half (1/2) of Lot 5, Block 28, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas. Volume 1, Pages 24-26, M.R.H.C.

Improvements:
During the on-site of the subject property, no building improvements were indicated within the part to be acquired. Any site improvements located within the proposed acquisition shall be itemized on page 5.0 of this report for purposes of determining compensation. These site improvements within the acquisition are valued based on their depreciated cost value. In the event site improvements must be re-established within the remainder, a cost to cure shall apply and be added to the total compensation calculated. In addition, any utilities located within the part to be acquired of which are affected by the acquisition, shall be relocated as an item of construction and shall not be included within the compensation of the subject property.

Highest and Best Use Analysis:
The subject's highest and best use as vacant is indicated for residential development. This type of use is concurrent with the recent trends located along El Gato Road within Alamo, Texas. This highest and best use is based on the determined economic unit of the subject property as whole which is being acquired in the name of the City of Alamo. When a property is evaluated, the highest and best use must always be considered. In the current case, the highest and best use of the whole is determined to be for continued agricultural use based on several factors. Factors taken into consideration are defined by The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 135, by the Appraisal Institute as being: "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and there results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity." The scope of the assignment is to evaluate the subject property as a whole, part to be acquired and the remainder before and after the taking, excluding project influence as required by Standards Rule 1-4(f) under the Jurisdictional Exception provision as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). The highest and best use is analyzed for each of these scenarios as each parcel shall be evaluated before and after the proposed acquisition.

VALUATION OF PART TO BE ACQUIRED

LAND VALUATION
Representative Comparable Sales

	Subject	Comp. No. 1	Comp. No. 2	Comp. No. 3
Grantor	Lou Anne Bell, Cindy Nordmeyer, Richard Stiers, Karen Stiers, and Darryl Stiers	Imelda Rodriguez	Geoval Properties	Palm Gardens, Inc.
Grantee	Lou Anne Bell and Cindy Nordmeyer, Co-Trustees of the Stiers Family Management Trust Under Trust Dated October 18, 1999	Jose H. Mejia	Universal Truckers, Inc.	Pharr San Juan Alamo Independent School District
Date	November 22, 1999	October 23, 2008	July 14, 2009	January 27, 2010
Sales Price	$ -	$ 55,000	$ 275,000	$ 367,710
Unit Price	$ - / Acre	$ 27,500 / Acre	$ 18,900 / Acre	$ 17,000 / Acre
Conditions of Sale	Cash To Seller	Similar 0%	Similar 0%	Similar 0%
Market Conditions	Average	Similar 0%	Similar 0%	Similar 0%
Physical Characteristics	Rectangular	Similar 0%	Similar 0%	Similar 0%
Relative Location	Average	Similar 0%	Similar 0%	Similar 0%
Lot Location	Interior Tract	Similar 0%	Similar 0%	Similar 0%
Financing	Conventional	Similar 0%	Similar 0%	Similar 0%
Available Utilities	All Municipal	Similar 0%	Similar 0%	Similar 0%
Street Access / Frontage	El Gato Road	El Gato Road, East of Tower Road 0%	Alamo Road Just North of El Gato Road 0%	El Gato Road East of Alamo Road 0%
Size of Tract (Acre)	10.00 Ac	2.00 Ac -10%	14.55 Ac 5%	21.63 Ac 10%
Net Adjustments		-10%	5%	10%
Indicated Unit Value		$ 24,750 / Acre	$ 19,845 / Acre	$ 18,700 / Acre

Estimated Unit Value of Fee Simple Area $ **22,500 / Acre**

Estimated Unit Value of Easement Area **($22,500 / Acre x 50% of Fee Simple Value)** $ **11,250 / Acre**

Estimated Value by Sales Comparison Approach **(0.114 Acres x $22,500 / Ac)** $ **2,565**
(Includes Part To Be Acquired Only)- Fee Land

Estimated Value by Sales Comparison Approach **(0.114 Acres x $11,250 / Ac)** $ **1,283**
(Easement Portion of Part To Be Acquired Only @ 50% of Fee Simple Value)

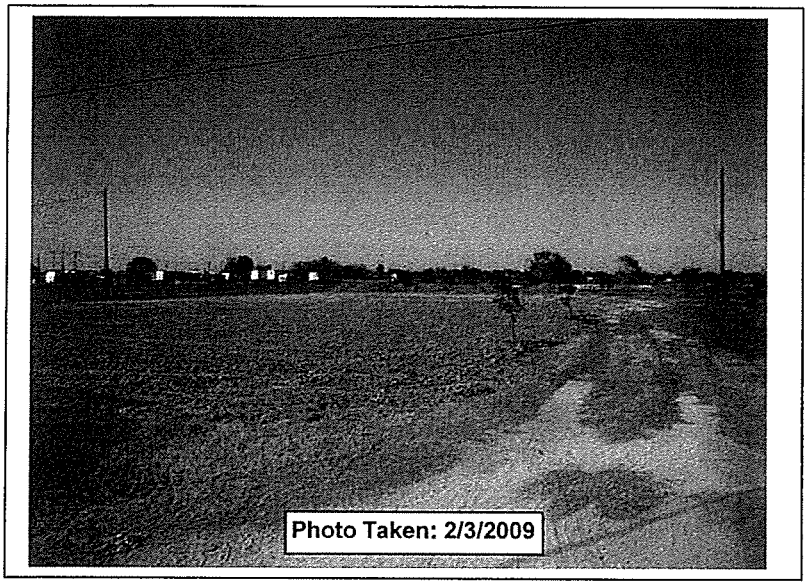
Combined Maket Value $ **3,848**

ROW-A-5S
Rev. 5/2004
GSD-EPC

COMPARABLE DATA SUPPLEMENT

District: Parcel No.: 2 Highway: El Gato Road County: Hidalgo ROW CSJ:

Land Sale ☒ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: Imelda Rodriguez	**Grantee/Lessee:** Jose H. Mejia	
Date: October 23, 2008	**Recording Information:** Doc# 1940699	**Key Map:** TexMap Page 310 E 4
Address: North side of El Gato Road, east of South Tower Road, Alamo Texas.		**Zip Code:** 78516
Legal Description: All of Lot 9, El Gato Estates No. 2, an addition to the City of Alamo, Hidalgo County, Texas.		
Confirmed Price: $55,000	**Verified with:** MLS# A113650s	
Terms and Conditions of Sale: Cash to Seller		
Rental Data: N/A		
Land Size: 2.00 Acres	**Unit Price as Vacant:** $27,500 per acre	
Type Street: Asphalt	**Utilities:** Water, Sewer, Gas, Electric	
Improvement(s) Description:		
Improvement(s) Size: N/A (GBA) N/A(NRA)	**Unit Price as Improved:** $ N/A	
Condition and Functional Design:		
Current Use: Vacant at time of sale	**Highest & Best Use:** Residential Use	
Date of Inspection: February 17, 2011	**Zoning:** N/A	**Flood Plain:** Zone "B"

Attach additional information as necessary.
The subject is located along the north side of El Gato Road, east of Tower Road in a area currently being developed into 2.00 acre home-site which is indicative of the trends along El Gato Road.

Appraiser: Leonel Garza III	June 8, 2011
(Typed, not signed)	Date

COMPARABLE DATA SUPPLEMENT

District: Parcel No.: 2 Highway: El Gato Road County: Hidalgo ROW CSJ:

Land Sale ☒ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: Geoval Properties, LTD	**Grantee/Lessee:** Universal Truckers, Inc.	
Date: July 14, 2009	**Recording Information:** Doc # 2018784	**Key Map:** TexMap Page 309 E 5
Address: Located along the eastern side of Alamo Road, just north of El Gato Road, Alamo Texas.		**Zip Code:** 78516
Legal Description: The South 15.0 acres of Lot 4, Block 28, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, According to the map or plat thereof recorded in Volume 1, Page 24, Map Records of Hidalgo County, Texas. (14.55 acres net)		
Confirmed Price: $275,000	**Verified with:** MLS# A106683s	
Terms and Conditions of Sale: Cash to Seller		
Rental Data: N/A		
Land Size: 14.55 Acres	**Unit Price as Vacant:** $18,900 per acre	
Type Street: Asphalt	**Utilities:** Water, Sewer, Gas, Electric	
Improvement(s) Description: None		
Improvement(s) Size: N/A (GBA) N/A(NRA)	**Unit Price as Improved:** $ N/A	
Condition and Functional Design:		
Current Use: Vacant (time of sale)	**Highest & Best Use:** Single Family Residential Development	
Date of Inspection: February 17, 2011	**Zoning:** Commercial	**Flood Plain:** Zone "B"

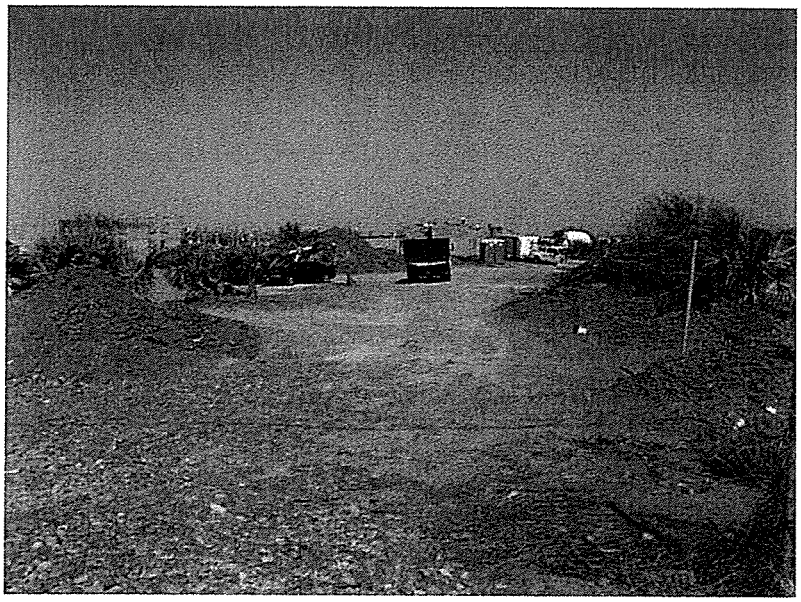
Attach additional information as necessary.

Appraiser: Leonel Garza III	June 8, 2011
(Typed, not signed)	Date

COMPARABLE DATA SUPPLEMENT

District: Parcel No.: 2 Highway: El Gato Road County: Hidalgo ROW CSJ:

Land Sale ☒ Improved Sale ☐ Rental Data ☐

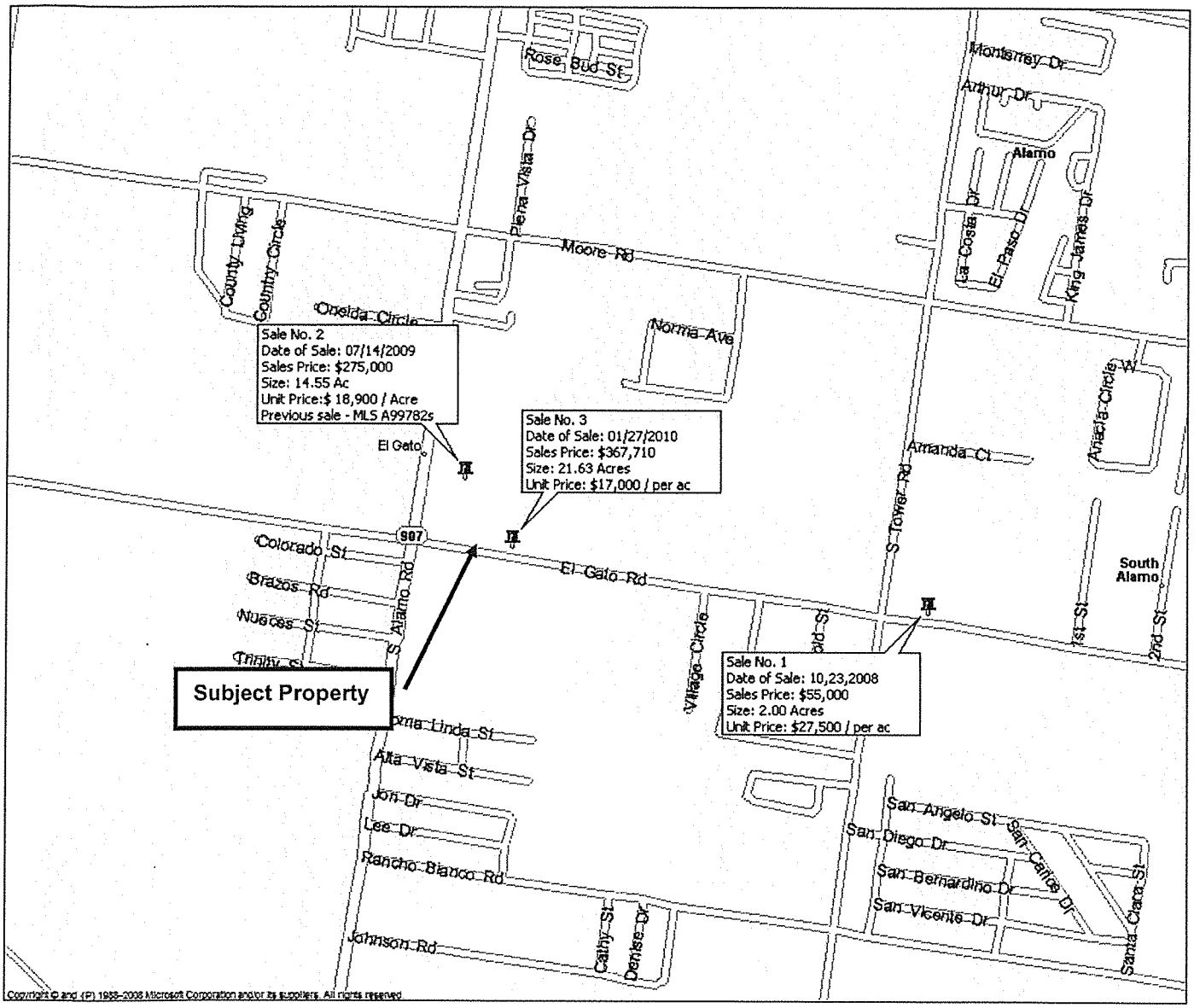


Grantor/Lessor: Palm Garden, Inc.	**Grantee/Lessee:** Pharr San Juan Alamo Independent School District	
Date: 1/27/2010	**Recording Information:** Document # 2072274	**Key Map:** TexMap Pag e309 E 3
Address: Located along the northern frontage of El Gato Road, East of Alamo Road, Hidalgo County, Texas		**Zip Code:** 78516
Legal Description: a 21.63 acre tract of land, out of Lot 8, Block 29, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas.		
Confirmed Price: $367,710	**Verified with:** MLS# A132168 And Listing Agent	
Terms and Conditions of Sale: Cash to Seller		
Rental Data: N/A		
Land Size: 21.63 acres	**Unit Price as Vacant:** $17,000 per acre	
Type Street: Asphalt	**Utilities:** Electric/ Phone	
Improvement(s) Description: Chain Link Perimeter Fencing / Cyclone and Sable Palm Tree Farm		
Improvement(s) Size: N/A (GBA) N/A(NRA)	**Unit Price as Improved:** $ N/A	
Condition and Functional Design:		
Current Use: Vacant (time of sale)	**Highest & Best Use:** Single Family Residential Development	
Date of Inspection:	**Zoning:** Residential	**Flood Plain:** Zone "B"

Attach additional information as necessary.
On February 11, 2010 this appraiser spoke with the listing agent of the subject property, who indicated the property was sold for land value only as the crop of trees were to valued.

Appraiser: Leonel Garza III	June 8, 2011
(Typed, not signed)	Date

COMPARABLE SALES MAP



WARRANTY DEED (Page 6 of 6)



Reservations From and Exceptions to Conveyance and Warranty:

Easements, rights-of-way and prescriptive rights, whether of record or not; all presently recorded restrictions, dedications, covenants, conditions and reservations affecting the property; taxes for the current year, the payment of which Grantee assumes.

Grantor for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors or assigns to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

NO TITLE EXAMINATION WAS REQUESTED WITH THE PREPARATION OF

LOU ANNE BE[illegible]

CINDY NOE-DALY[illegible]

RICHARD F[illegible]

KAREN STIERS

DARRYL STIERS

Filed for Record in:
Hidalgo County
by Juan D. Balinas III
County Clerk

On: Jun 16,2000 at 03:47P

As a
Recording

Document Number: 881649
Total Fees : 19.00

Receipt Number - 288040
By,
Norma Garza

RETURNED QUESTIONNAIRE

Leonel Garza Jr. & Associates LLC

Appraisal Services Questionnaire – El Gato Road Project

February 9, 2011

The following information is required in order to expedite the completion of appraisal reports requested by the Hidalgo County Right-of-Way Department. If there are any questions or concerns, you can contact Leonel Garza III of Leonel Garza Jr. & Associates LLC at (956) 687-7295 or by email at leonel3@garza-associates.com.

1. **Parcel No.** 1, 2, & 3 EL Gato Road Project
2. **Owner(s) of Record:** Stiers Family Management Trust
3. **Who Is Authorized To Make Decisions For This Property?** Lou Anne Bell and Darryl Stiers - co trustees
4. **Contact Numbers:** 956-585-5556 LA Bell 956-630-1015 Bobby Bell
   956-761-4342 D. Stiers
5. **Mailing Address:** 2314 Orange Ave
   Mission, Tx. 78574
6. **Date of Purchase:** ? been in family for 4 generations
   trust – deed of gift, recorded Vol 2759, pg 766
7. **Original Purchase Price of Property:** unknown
8. **Number of Acres (SF) Purchased:**
9. **Do You Have A Current Survey of The Subject Property?**
   ☐ Yes ☑ No
10. **Do You Have An Opinion of Value of Your Property?**
    ☑ Yes ☐ No
    Explain Currently on the market with Barbara Moffat at Remax $35,500 acre (based on area sales including $50,000 acre purchase by Shell.
11. **Have There Been Any Recent Changes In Ownership In The Past Five Years?**
    ☐ Yes ☑ No ★
    Explain note: Cindy Nordmeyer is no longer a co-trustee. as per documents Fall 2010.
    ★ please change your paperwork
12. **Are There Any Leases and or Pending Subdivisions?**
    (building leases, farming leases, re-platting, proposed subdivision ect.)
    ☑ Yes ☐ No
    Explain Cenizo rents & farms the property

Leonel Garza Jr. & Associates LLC

13. Any Underground Site Improvements Along The Frontage Of The Subject Property?

☑ Yes ☐ No

Explain gaslines ? (none by owners)

14. Comments, Concerns or Special Request:

We'd like to retain mineral rights

Also - Cenizo farms / crops are to be respected.

15. Does the Office of Leonel Garza Jr. & Associates LLC have permission to enter your property to photograph and measure any land and improvements which may be affected by the proposed acquisition?

☑ Yes ☐ No

Would you like to be with the Appraiser for an on-site inspection of the subject property?

☐ Yes ☑ No

If NO, do you acknowledge that the Appraiser has afforded you or representative the opportunity to inspect the subject property, but decline?

☑ Yes ☐ No

Note: Leonel Garza Jr. & Associates LLC shall be available during normal working hours to answer any questions or concerns you may have in the future. Please be sure to detach the business card attached which contains the contact information of Leonel Garza Jr. & Associates LLC. ? not attached

X Darryl Stiers

Lou Anne Bell — 2-12-11

Authorized Signature — **Date**

Darryl Stiers
Lou Anne Bell

Print Name

AI-27419 **11.B.**

Approval of Payment- El Gato Road Project

CC REGULAR

Date:	07/12/2011
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 also known as Parcel 3-El Gato Road Project-Stiers Family Management Trust c/o Lou Anne Bell and Darryl Stiers-co-trustees

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-122-051-0-711

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

BUDGETARY IMPACT:

Available funds as of 07/07/11.

Attachments

Link: Parcel 3 El Gato Rd

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	07/06/2011 02:04 PM	APRV
2	Olga Garza	Olga Garza	07/07/2011 02:05 PM	APRV
3	Auditor's Office	Arcilia Duran	07/08/2011 01:37 PM	APRV
4	Purchasing Department		07/08/2011 04:40 PM	NEW

Form Started By: Sandra Garcia — Started On: 07/06/2011 01:58 PM

Final Approval Date: 07/08/2011

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Interdepartmental Agenda Request Form

Date: 7-12-11

Precinct # 2

Parcel: #3 Project: El Gato Road Project

Limits: Between Alamo Road and Tower Road on El Gato Road

Property Owner: Stiers Family Management Trust c/o Lou Anne Bell and Darryl Stiers Co-Trust

Submitted for payment: _____ (Date) 1-1200-431-00-122-051-0-711 (Account Number)

Please attach the following documents as back-up when submitting this form:

- Copy of Counter offer Approval presented in Executive Session
- Copy of County offer submitted by Property Owner
- Copy of Appraisal Report

Victor Gallardo ✓ — Right of Way Agent — 7-6-11 — Date

Funds Available: ☐ YES ☐ NO

Yoli Cisneros — Accounts Payable Clerk — _____ — Date

Disclaimer to ROW Agent: Any information missing from this form will be considered incomplete and will not be placed on the agenda for approval, therefore delaying payment to the property owner

---

FOR DEPARTMENT USE ONLY

AI- _____ Approval for Payment

Commissioners Court Date: _____

Approved by: _____
Sandra Garcia- Executive Assistant

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

MEMO

TO: Commissioner's Court

FROM: Roy Gonzales
Right Of Way Agent RG NG

DATE: JUNE 28, 2011

RE: EL GATO ROAD PROJECT (Parcel # 3)
Stiers Family Management Trust c/o Lou Anne Bell and Darryl Stiers - CO-TRST

==========

Attached please find letter provide by property owner for above-mentioned project.

Appraised Value: $3,848.00

Settlement Offer: $5,130.00

Differences: $1,282.00

Approved; 6/28/11

Not Approved: _____

2401 N. MOOREFIELD ROAD ★ MISSION, TEXAS 78572 ★ PH# (956) 283-8134 ★ FAX (956) 283-8402

June 22, 2011

RE: El Gato Road Project
Stiers Family Management Trust

To Whom It May Concern,
Mr. Roy Gonzales,

Thank you for your revision in land values. We still feel that the price should be the same from the East to the West of the property.

In 2007, the county bought several acres for the new drainage ditch on the North side of the property. They paid $35,000.00 per acre East to West through out the property.

The Stiers Family is willing to accept Parcel #1, subject to a small change on Parcel #2 and #3. If the county will raise the price of Parcel #2 and #3 to $30,000.00 an acre as well, the family will be in agreement.

The big difference between the ditch transaction and the current one is that there is a very good hard corner on Parcel #1.

Thank you for your time concerning this matter. We look forward to completing this transaction.

Yours truly,

The Stiers Family Management Trust
Lou Anne Bell and Darryl Stiers co-trustees

BBell

BBell

Form ROW-A-6
Rev. 7/2004
GSD-EPC

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: North line of El Gato Road East of FM 907
District: NA
Property Owner: Stiers Family Management Trust c/o Lou Anne Bell and Darryl Stiers –CO-TRST
ROW CSJ: NA
Address of Property Owner: 2314 Orange Street Mission TX 78574
Parcel: 3
Occupant's Name: Vacant
Federal Project No: N/A
Whole: ☐ **Partial:** ☒ **Acquisition**
Highway: El Gato Road **County:** Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $3,848.00 as of January 10, 2011, based upon my independent appraisal and the exercise of my professional judgment; on January 10, 2011 , (date)(s), I personally inspected in the field the property herein appraised; I afforded Lou Anne Bell and Darryl Stiers CO-TRST, the property owner or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on February 17, 2011 , I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, City of Alamo, or officials of the Federal Highway Administration until authorized by city officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Appraiser Signature

State Certified General Real Estate Appraiser – TX 1328375 – General
Certification Number

June 8, 2011
Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser Date

Certificate of Appraisal

This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Cost Approach to value that is a Sales Comparison Approach to the subject as if vacant and includes the estimated depreciated market value of real estate improvements and site improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

Identification of Client & Intended User of Appraisal Report

The client for this report is identified as Hidalgo County Right of Way Department under the direction of Joe E. Pena, Director, Right of Way Department and the City of Alamo, Texas. Mr. Pena along with Roy Gonzalez, Right-of-Way Agent will be involved with the acquisition of said proposed right-of-way. The part to be acquired is for the expansion of the existing road right-of-way of El Gato Road with the project limits being from Alamo Road (FM 907) to Tower Road, within the extra territorial jurisdiction of the City of Alamo, Texas.

The intended use of the report is to assist the Hidalgo County Right-of-Way Department and others involved with the project, for future negotiations of acquiring a portion of said property as fee simple, in the name of the City of Alamo. This report is not intended for any other use unless specified by the client. The client has identified that the report shall be a summary appraisal report, which is to conform to the ROW-A-6 Form Rev. 7/2004. The intended user of the report is defined as Hidalgo County Right of Way Department and the County of Hidalgo, and may include other governmental entities which may be participating in the project. Roy Gonzales shall be the project manager for this project under the direction of Joe E. Pena. Mr. Gonzales has a local office located at 2401 N Moorefield Road, Mission, Texas and can be contacted at (956) 283-8134.

Scope of the Assignment

By work order 653485 dated February 28, 2011 on behalf of Hidalgo County Right of Way Department and the City of Alamo, Roy Gonzales, requested for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by R. Gutierrez Engineering Corporation. Leonel Garza III is the owner of Leonel Garza Jr. & Associates, LLC located at 1419 Dove Avenue Ste 1, McAllen, Texas. This office has been in operation for over 30 years of which Leonel Garza III, became owner of the family operation after the passing of Leonel Garza Jr. in 1998. Leonel Garza III has specialized in right-of-way acquisition field for over 10 years of which has performed projects in the following County's: Cameron County, Hidalgo County, Starr County, Zapata County, Webb County, Nueces County and Brooks County. Leonel Garza III, shall inspect each property personally along with staff member and General Certified Appraiser Luis C. Garza Lic. No. 1338051 who has worked under the direction of Leonel Garza III for over five (5) years. Luis C. Garza will aid in the preparation of the report, however, all analysis, determination of comparables and the determination of compensable items shall be performed by Leonel Garza III. The scope of the assignment is to appraise the area as fee simple in its present "as is condition" subject to governmental regulation, and in terms of a cash transaction. In addition, the scope is requiring the appraiser to make the extraordinary condition that the subject property is free from contamination of which could affect the overall market value of the subject property as a whole and the part to be acquired. Each property owner shall be sent a letter of intent to inspect the subject property and offer any additional inspections on-site and in the presence of the owner(s) and or owner(s) representative (as requested). In the event access is not granted to enter the subject area, the appraiser is to proceed off-site along existing road right-of-way as indicated by survey. The scope of the assignment requires that comparable market sales within the area be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The comparables have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. Listings along El Gato Road were also reviewed in order to determine the current market asking price for property along the project. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection without project influence as indicated by scope. The inspection is limited by the permissibility of the subject owner as per date of report. In the event an on-site inspection was not permitted, the appraiser continued the inspection off-site along existing road right of way of El Gato Road.

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determined the value of the proposed right-of-way to be acquired in the name of the City of Alamo, as defined within this report. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). The area to be acquired may contain personal property items and or real estate items, which may be compensable for the purpose of right-of-way acquisition only. These items deemed compensable shall be included within the body of the report and itemized for clarity. Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the corresponding Appraisal District and or by off-site estimation by appraiser, as they are not affected by the acquisition.

Property Rights Appraised

The property rights being appraised in this report consist of the fee simple estate and easement valuation of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fifth Edition, copyright 2010, page 78, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." In addition to the valuation of fee simple, the scope of the assignment is to evaluate the subject as an "Easement". According to the Dictionary of Real Estate Appraisal "An easement is the conveyance of certain property rights, but not ownership, to a parcel of real estate." By definition, the ownership of real estate is endowed with a bundle of rights. If there are any questions or concerns as to this definition of fee simple estate or easement, please feel free to contact Leonel Garza III at (956) 687-7295 for further explanation

Accessibility To Subject Property

As per scope of the assignment, the subject property shall be inspected in order to verify any and all improvements affected by the part to be acquired. In the event the remainder after the acquisition is affected by the proposed acquisition the remainder shall be inspected in order to determine damages (diminution) to market value if any exist. The property owner of record shall be sent a letter of intent to inspect and offer the opportunity for an on-site inspection in the presence of the appraiser, Leonel Garza III. The owner of record, as per the Hidalgo County Appraisal District was sent a letter of intent to inspect the subject property on the week of February 9, 2011. A copy of the certified letter is located within the addenda of this report. The owner of record, as per the Hidalgo County Appraisal District was sent a letter of intent to inspect the subject property on the week of February 9, 2011. A copy of the certified letter is located within the addenda of this report. On or about February 9, 2010, Lou Anne Bell and Darryl Stiers returned the certified letter sent and indicated that Leonel Garza Jr. & Associates LLC had permission to inspect the subject property without their presence required.

Analysis of Subject As A Whole

A survey of the property owners entire tract was not performed as the part to be acquired incorporates a portion of land located along El Gato Road. As per scope of the assignment, the subject property shall be analyzed based on the combined information of several sources including, the survey provided, on-site and or off-site inspection, personal interviews, and information gathered from the local appraisal district. The property was analyzed based on the whole property less any existing road right-of-way. Based on the inspection of the subject property and the evaluation of the subject as a whole, the remainder shall not be affected by the part to be acquired and therefore shall not be included within the valuation of this report.

Economic Unit Analysis

The subject property shall be analyzed based on a 10.00 acre tract of land as indicated by survey. The area for the subject property as a whole is indicated as per survey provided by R. Gutierrez Engineering Corporation dated November 5, 2010. The comparable sales used for the analysis of the subject property as whole and as the partial acquisition indicated a range of economic units of 2.00 acres to 21.63 acres. These indicated economic unit values are used for the valuation of the proposed acquisition, as the part to be acquired does constitute an economic unit. Therefore, the pro-rata part of the whole is applied as the market valuation of the proposed acquisition.

Part To Be Acquired

The proposed acquisition is comprised of fee land in which the land area to be acquired is 0.379 acre (16,509 square feet) out of a 10.00 acre larger tract of land. The part to be acquired includes 0.152 acres of existing road right of way and is encumbered by a 0.114 acre "Total E&P USA, Inc." pipeline easement, leaving a net 0.114 acres (6,273 square feet) of land owned in fee simple. The proposed acquisition has approximately 330' lineal feet of frontage along the north side of El Gato Road. The proposed acquisition, which is the subject of this report, shall be evaluated as a whole as determined by the approaches to market value selected. The subject shall be valued based on the highest and best use as a residential development tract of land, which is based on the local market trends along El Gato Road. This highest and best use is further explained on page 3.2 of this report.

To Be Acquired (Net)	**0.114**	**Acres**
	6,273	**Square Feet**

Legal Description: Part To Be Acquired

A 0.379 acre tract of land out the east ten (10) acres of Lot 5, Block 28, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas. Volume 1, Pages 24-26, M.R.H.C.

Remainder Before and After Acquisition

The remainder, before and after the acquisition, is defined as the partial acquisition subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed part to be acquired. The highest and best use of the subject property before and after the proposed partial acquisition is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed part to be acquired. As for the remainder, it was determined that the highest and best use before and after the acquisition shall remain and not be damaged or changed as a result of the proposed acquisition.

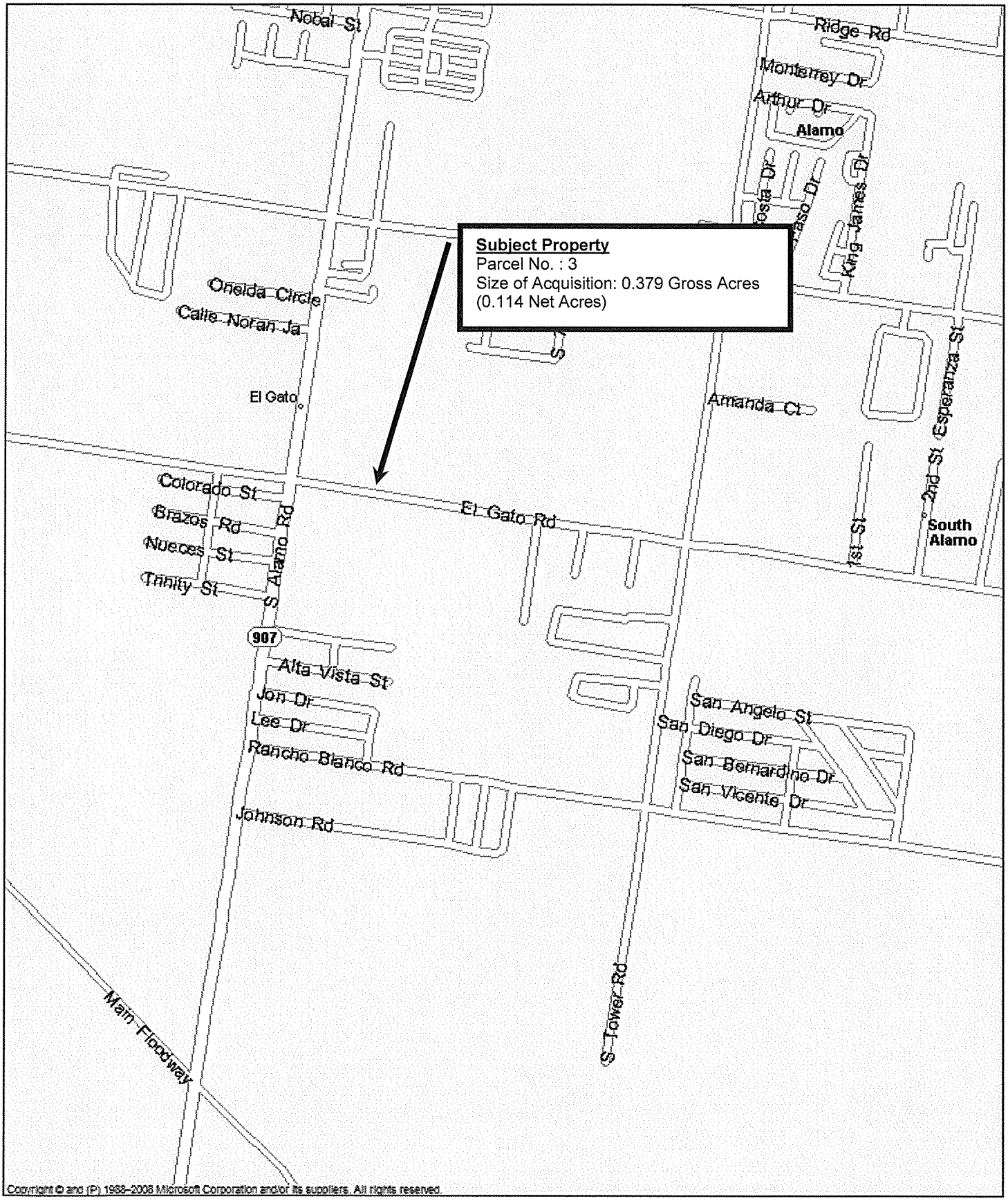
Property Tax Information

The Hidalgo County Appraisal District is located at 4405 S. Professional Dr., Edinburg, Texas and can also be accessed via www.hidalgoad.org. According to the information provided by the website, the subject property was confirmed to be under the ownership of Bell Lou Anne Stiers and Cindy S Nordmeyer CO-TRST. This was found under the tax account 111578 of which the subject property is current assessed at $7,700.00 per acre. The subject property currently receives an agriculture use exemption due to its current use, with a rate of $404.00 per acre. The property taxes for the subject appear to be current; however, further research with the Hidalgo tax office shall be required to confirm any outstanding tax liabilities attributable to the subject property. ***As per Lou Anne Bell on February 28, 2011, indicated by a letter sent to our office, that Cindy Nordmeyer is no longer associated with the tract.***

General Site Assessment Statement

This appraiser has made an on-site inspection of the subject property, and no obvious adverse environmental concerns or potentially hazardous materials were observed. This appraiser is not qualified to make a detailed environmental study and highly recommends that an inspection be made by a qualified environmental engineer if any environmental concerns exist. Leonel Garza Jr. & Associates LLC has performed this appraisal report under the hypothetical condition and extraordinary assumption that the subject property has not experienced any adverse environmental concerns which may influence its marketability and or value. A survey of the remainder of the subject property was not provided or necessary due to the acquisition being a partial taking. The extraordinary assumption is that neither adverse easements nor encroachments are located within the subject property which would affect the value of the whole. The subject property was observed that the property is generally level and typical of the surrounding market area. No severe low lying areas were observed, however, this appraiser is not an engineer and cannot certify to the topography or drainage of the subject property.

LOCATION MAP OF SUBJECT PROPERTY



Microsoft® MapPoint 2009 (16.00.19.1500)

AERIAL PHOTOGRAPH OF SUBJECT PROPERTY

Google Earth



AERIAL PHOTOGRAPH OF SUBJECT PROPERTY

Google Earth (Closer View of Subject Property)



NOTE: THE PART TO BE ACQUIRED IS ESTIMATED AND DEPICTED BY THE YELLOW DASHED LINE. COMPLETE SURVEY OF SUBJECT AS A WHOLE WAS NOT PROVIDED BY R. GUTIERREZ ENGINEERING CORP. AND IS ESTIMATED BASED ON INFORMATION GATHERED DURING THE INSPECTION OF THE SUBJECT PROPERTY OR THE HIDALGO COUNTY APPRAISAL DISTRICT.

FIELD NOTES OF PART TO BE ACQUIRED (Page 1 of 1)

EXHIBIT "A"

COUNTY: HIDALGO

Eng09.022A
September 30, 2010
Parcel 3
Page 1 of 2

HIGHWAY: El Gato Road

PROJECT LIMITS: From Alamo Road (F.M. 907) to Tower Road

FIELD NOTES FOR PARCEL – 3

Being a 0.379-acre tract of land out of the East Ten (10.0) acres of Lot 5, Block 28, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24~26, Map Records of Hidalgo County, Texas. Said 10.0- acre tract is vested to Lou Anne Stiers Bell and Cindy Stiers Nordmeyer, Co-Trustees under Trust Agreement from Marie Cramer, by virtue of a Deed of Gift, dated May 9, 1989, recorded in Volume 2759, Page 766, Official Records of Hidalgo County, Texas, and from Lou Anne Bell, Cindy Nordmeyer, Richard Stiers, Karen Stiers and Darryl Stiers, by virtue of a Warranty Deed, dated November 22, 1999, recorded in Document No. 881649, Official Records of Hidalgo County, Texas. Said 0.379-acre tract of land being more particularly described by metes and bounds as follows;

Beginning at a Cotton Picker Spindle set at the Southeast corner of Lot 5, for the Southeast corner of this tract of land and the **POINT OF BEGINNING;**

1. **THENCE,** North 81 degrees 25 minutes 00 seconds West, with the South line of said Lot 5, a distance of 330.00 feet to a No. 4 rebar set at the Southwest corner of said 10.0-acre tract, for the Southwest corner of this tract of land;

2. **THENCE,** North 08 degrees 35 minutes 00 seconds East, with the West line of said 10.0-acre tract, at a distance of a 20.00 feet pass the Existing North Right of Way line of El Gato Road, and at a total distance of 50.00 feet to a No. 4 rebar set at the Proposed North Right of Way line of El Gato Road, for the Northwest corner of this tract of land;

3. **THENCE,** South 81 degrees 25 minutes 00 seconds East, with the Proposed North Right of Way line of said El Gato Road, a distance of 330.00 feet to a No. 4 rebar set at the East line of said Lot 5, for the Northeast corner of this tract of land;

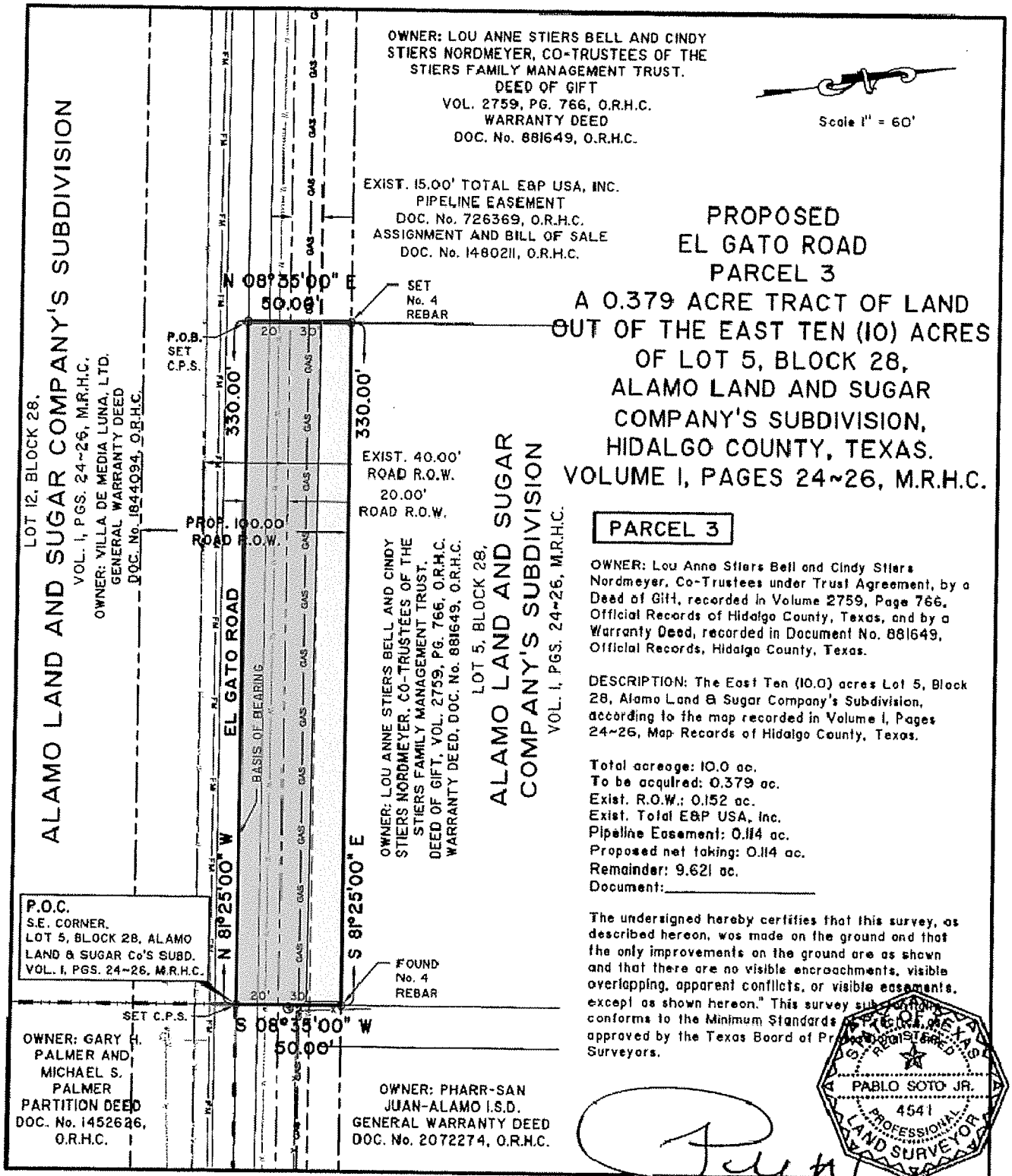
4. **THENCE**, South 08 degrees 35 minutes 00 seconds West, with the East line of said Lot 5, at a distance of 30.00 feet pass the Existing North Right of Way line of said El Gato Road, and at a total distance of 50.00 feet to the **POINT OF BEGINNING,** containing 0.379 acres of land, of which 0.152-acres lies in the Existing Right of Way of El Gato Road, 0.114-acres lies in the Existing Total E&P USA, Inc. pipeline Easement, leaving a **Proposed Net Taking** of 0.114-acres of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify the above metes and bounds are true and is the result of an actual survey performed on the ground under my direction.

STATE OF TEXAS
REGISTERED
PABLO SOTO JR.
4541
PROFESSIONAL
LAND SURVEYOR

PABLO SOTO JR. – R.P.L.S. No. 4541
Date: 11/5/10

SURVEY OF PART TO BE ACQUIRED (Page 1 of 1)



PARCEL 3

OWNER: Lou Anne Stiers Bell and Cindy Stiers Nordmeyer, Co-Trustees under Trust Agreement, by a Deed of Gift, recorded in Volume 2759, Page 766, Official Records of Hidalgo County, Texas, and by a Warranty Deed, recorded in Document No. 881649, Official Records, Hidalgo County, Texas.

DESCRIPTION: The East Ten (10.0) acres Lot 5, Block 28, Alamo Land & Sugar Company's Subdivision, according to the map recorded in Volume 1, Pages 24~26, Map Records of Hidalgo County, Texas.

Total acreage: 10.0 ac.
To be acquired: 0.379 ac.
Exist. R.O.W.: 0.152 ac.
Exist. Total E&P USA, Inc.
Pipeline Easement: 0.114 ac.
Proposed net taking: 0.114 ac.
Remainder: 9.621 ac.
Document:_____

The undersigned hereby certifies that this survey, as described hereon, was made on the ground and that the only improvements on the ground are as shown and that there are no visible encroachments, visible overlapping, apparent conflicts, or visible easements, except as shown hereon." This survey substantially conforms to the Minimum Standards of Practice, as approved by the Texas Board of Professional Surveyors.

STATE OF TEXAS
PABLO SOTO JR.
4541
PROFESSIONAL LAND SURVEYOR

PABLO SOTO, JR. - R.P.L.S. No. 4541
Date: 11/5/10

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No. 488

JOB No.: ENG09.022A	DATE: 9/27/10
DRAWN BY: J.H.F.	PAGE: 2 OF 2

Yellow Highlighted Area = Net Area To Be Acquired / Green Highlight Area = Existing ROW & Easements.

PHOTOGRAPHS OF SUBJECT PROPERTY

Include Each Major Improvement

Parcel No.: 3

Local Address: North line of El Gato Road East of FM 907

Date Taken: January 10, 2011

Taken By: Leonel Garza III

Point which taken: Photo 1: El Gato Rd. ROW
Photo 2: El Gato Road ROW

Looking: Photo 1: Northeast
Photo 2: East



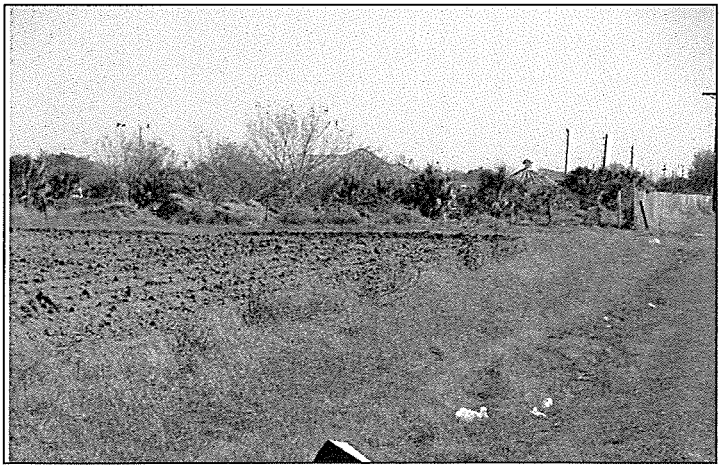
Northeastern view of subject whole property from El Gato Road ROW.



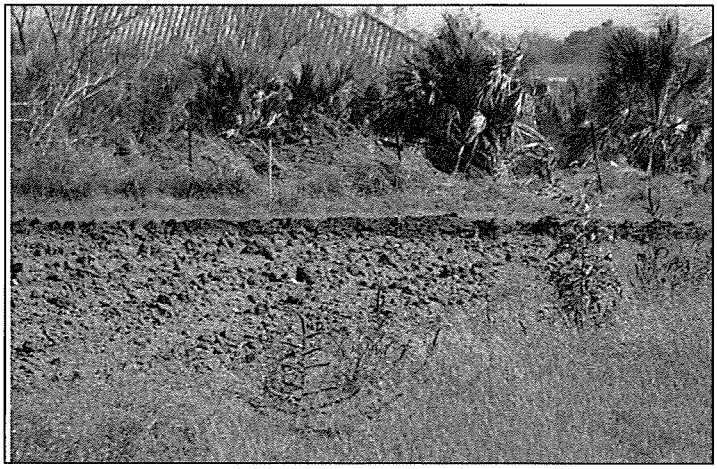
Eastern view of subject property. The partial acquisition is located along the center of the photo.

Point which taken: Photo 3: El Gato Road ROW
Photo 4: El Gato Road ROW

Looking: Photo 3: East
Photo 4: East



View of the eastern portion of the part to be acquired.



View of survey marker indicating the most NEC of the part to be acquired.

DESCRIPTION OF PROPERTY:
The subject property, as a whole, is a 10.0 acre vacant tract of land located along the north side of El Gato Road. The subject property contains 330.00' lineal feet of frontage along the northern frontage of El Gato Road. According to the survey provided by R. Gutierrez Engineering Corporation, dated November 5, 2010, the part to be acquired is approximately 0.114 net acres (6,273 square feet) located along the most southern property boundary. This land area currently in fee simple shall be calculated at 100% of the unit value derived from the sales comparison approach as vacant that shall exclude any existing road right of way and public easements to arrive at the net area to be acquired as per scope of the assignment. This is performed in order to determine the unit value for the proposed acquisition for the purchase of said tract in the name of the City of Alamo.

AREA OR NEIGHBORHOOD ANALYSIS:
The subject neighborhood is defined as being that area border to the north by US Business 83, to the south by US Highway 281 (Military Road), to the east by South Tower Road and to the west by FM 2557 (Stewart Road). The subject neighborhood is comprised of a mixture of single-family residential development predominantly located along South Tower, Stewart and El Gato Road. Small commercial development is predominantly located along US Business 83 and FM 907. With the introduction of municipal services within the area of the subject property, it is believed that a steady growth of both residential and commercial development will occur. Several properties along South Tower Road are in a state of development as indicated by the City of Alamo Planning and Zoning Department. Leonel Garza Jr. & Associates LLC has inspected the market area along El Gato Road and has found that the market is in a state of positive development.

SITE ANALYSIS

Five Year Sales History:
During the course of the appraisal, research was performed through the Hidalgo County Appraisal District to verify the current ownership of the subject property along with title information provided by the client. The property was transferred from Lou Anne Bell, Cindy Nordmeyer, Richard Stiers, Karen Stiers, and Darryl Stiers to Lou Anne Bell and Cindy Nordmeyer, Co-Trustees of the Stiers Family Management Trust Under Trust Dated October 18, 1999 on November 22, 1999 and recorded under Document Number 881649 for an undisclosed consideration. A copy of the appraisal card is located in the Addenda of this report. Further research shall be required as it has been indicated that Cindy Nordmeyer is no longer a co-trustee of the subject property as of the Fall of 2010. This was indicated by Lou Anne Bell as per returned questionnaire.

Legal Description: (Whole Property)
The East ten (10) acres Lot 5, Block 28, Alamo Land & Sugar Company's Subdivision, according to the map recorded in Volume 1, Paes 24-26, Map Records of Hidalgo County, Texas.

Legal Description: (Part to be Acquired)
A 0.379 acre tract of land out the east ten (10) acres of Lot 5, Block 28, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas. Volume 1, Pages 24-26, M.R.H.C.

Improvements:
During the on-site of the subject property, no building improvements were indicated within the part to be acquired. Any site improvements located within the proposed acquisition shall be itemized on page 5.0 of this report for purposes of determining compensation. These site improvements within the acquisition are valued based on their depreciated cost value. In the event site improvements must be re-established within the remainder, a cost to cure shall apply and be added to the total compensation calculated. In addition, any utilities located within the part to be acquired of which are affected by the acquisition, shall be relocated as an item of construction and shall not be included within the compensation of the subject property.

Highest and Best Use Analysis:
The subject's highest and best use as vacant is indicated for residential development. This type of use is concurrent with the recent trends located along El Gato Road within Alamo, Texas. This highest and best use is based on the determined economic unit of the subject property as whole which is being acquired in the name of the City of Alamo. When a property is evaluated, the highest and best use must always be considered. In the current case, the highest and best use of the whole is determined to be for continued agricultural use based on several factors. Factors taken into consideration are defined by The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 135, by the Appraisal Institute as being: "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and there results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity." The scope of the assignment is to evaluate the subject property as a whole, part to be acquired and the remainder before and after the taking, excluding project influence as required by Standards Rule 1-4(f) under the Jurisdictional Exception provision as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). The highest and best use is analyzed for each of these scenarios as each parcel shall be evaluated before and after the proposed acquisition.

VALUATION OF PART TO BE ACQUIRED

LAND VALUATION
Representative Comparable Sales

	Subject	Comp. No. 1	Comp. No. 2	Comp. No. 3
Grantor	Lou Anne Bell, Cindy Nordmeyer, Richard Stiers, Karen Stiers, and Darryl Stiers	Imelda Rodriguez	Geoval Properties	Palm Gardens, Inc.
Grantee	Lou Anne Bell and Cindy Nordmeyer, Co-Trustees of the Stiers Family Management Trust Under Trust Dated October 18, 1999	Jose H. Mejia	Universal Truckers, Inc.	Pharr San Juan Alamo Independent School District
Date	November 22, 1999	October 23, 2008	July 14, 2009	January 27, 2010
Sales Price	$ -	$ 55,000	$ 275,000	$ 367,710
Unit Price	$ - / Acre	$ 27,500 / Acre	$ 18,900 / Acre	$ 17,000 / Acre
Conditions of Sale	Cash To Seller	Similar 0%	Similar 0%	Similar 0%
Market Conditions	Average	Similar 0%	Similar 0%	Similar 0%
Physical Characteristics	Typical of Market (Zoned Residential)	Similar 0%	Similar 0%	Similar 0%
Relative Location	Average	Similar 0%	Similar 0%	Similar 0%
Lot Location	Interior	Similar 0%	Similar 0%	Similar 0%
Financing	Conventional	Similar 0%	Similar 0%	Similar 0%
Available Utilities	All Municipal	Similar 0%	Similar 0%	Similar 0%
Street Access / Frontage	El Gato Road	El Gato Road, East of Tower Road 0%	Alamo Road Just North of El Gato Road 0%	El Gato Road East of Alamo Road 0%
Size of Tract (Acre)	10.00 Ac	2.00 Ac -10%	14.55 Ac 0%	21.63 Ac 10%
Net Adjustments		-10%	0%	10%
Indicated Unit Value		$ 24,750 / Acre	$ 18,900 / Acre	$ 18,700 / Acre

Estimated Unit Value of Fee Simple Area $ **22,500 / Acre**

Estimated Unit Value of Easement Area **($22,500 / Acre x 50% of Fee Simple Value)** $ **11,250 / Acre**

Estimated Value by Sales Comparison Approach **(0.114 Acres x $22,500 / Ac)** $ **2,565**
(Includes Part To Be Acquired Only)- Fee Land

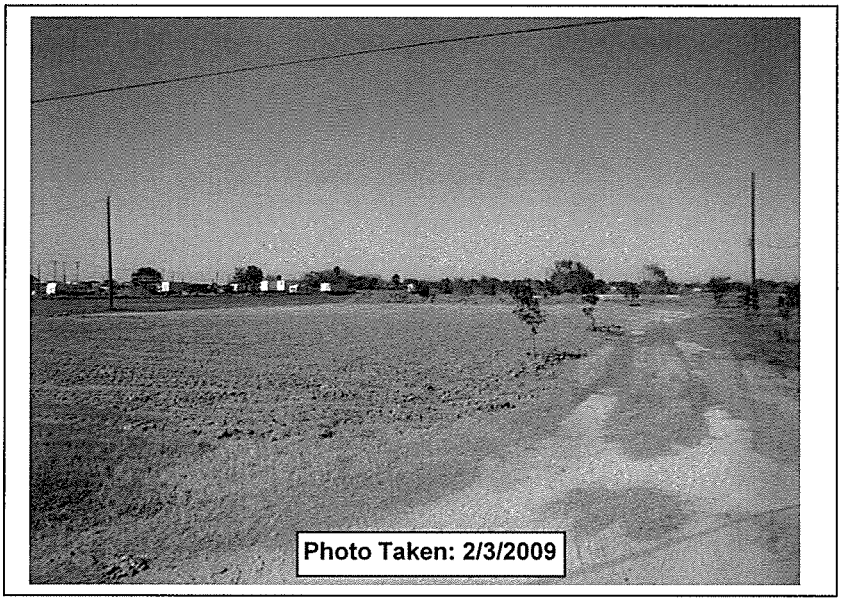
Estimated Value by Sales Comparison Approach **(0.114 Acres x $11,250 / Ac)** $ **1,283**
(Easement Portion of Part To Be Acquired Only @ 50% of Fee Simple Value)

Combined Maket Value $ **3,848**

COMPARABLE DATA SUPPLEMENT

District: Parcel No.: 3 Highway: El Gato Road County: Hidalgo ROW CSJ:

Land Sale ☒ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: Imelda Rodriguez	**Grantee/Lessee:** Jose H. Mejia	
Date: October 23, 2008	**Recording Information:** Doc# 1940699	**Key Map:** TexMap Page 310 E 4
Address: North side of El Gato Road, east of South Tower Road, Alamo Texas.		**Zip Code:** 78516
Legal Description: All of Lot 9, El Gato Estates No. 2, an addition to the City of Alamo, Hidalgo County, Texas.		
Confirmed Price: $55,000	**Verified with:** MLS# A113650s	
Terms and Conditions of Sale: Cash to Seller		
Rental Data: N/A		
Land Size: 2.00 Acres	**Unit Price as Vacant:** $27,500 per acre	
Type Street: Asphalt	**Utilities:** Water, Sewer, Gas, Electric	
Improvement(s) Description:		
Improvement(s) Size: N/A (GBA) N/A(NRA)	**Unit Price as Improved:** $ N/A	
Condition and Functional Design:		
Current Use: Vacant at time of sale	**Highest & Best Use:** Residential Use	
Date of Inspection: February 17, 2011	**Zoning:** N/A	**Flood Plain:** Zone "B"

Attach additional information as necessary.

The subject is located along the north side of El Gato Road, east of Tower Road in a area currently being developed into 2.00 acre home-site which is indicative of the trends along El Gato Road.

Appraiser: Leonel Garza III	June 8, 2011
(Typed, not signed)	Date

COMPARABLE DATA SUPPLEMENT

District: Parcel No.: 3 Highway: El Gato Road County: Hidalgo ROW CSJ:

Land Sale ☒ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: Geoval Properties, LTD	**Grantee/Lessee:** Universal Truckers, Inc.	
Date: July 14, 2009	**Recording Information:** Doc # 2018784	**Key Map:** TexMap Page 309 E 5
Address: Located along the eastern side of Alamo Road, just north of El Gato Road, Alamo Texas.		**Zip Code:** 78516
Legal Description: The South 15.0 acres of Lot 4, Block 28, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, According to the map or plat thereof recorded in Volume 1, Page 24, Map Records of Hidalgo County, Texas. (14.55 acres net)		
Confirmed Price: $275,000	**Verified with:** MLS# A106683s	
Terms and Conditions of Sale: Cash to Seller		
Rental Data: N/A		
Land Size: 14.55 Acres	**Unit Price as Vacant:** $18,900 per acre	
Type Street: Asphalt	**Utilities:** Water, Sewer, Gas, Electric	
Improvement(s) Description: None		
Improvement(s) Size: N/A (GBA) N/A(NRA)	**Unit Price as Improved:** $ N/A	
Condition and Functional Design:		
Current Use: Vacant (time of sale)	**Highest & Best Use:** Single Family Residential Development	
Date of Inspection: February 17, 2011	**Zoning:** Commercial	**Flood Plain:** Zone "B"

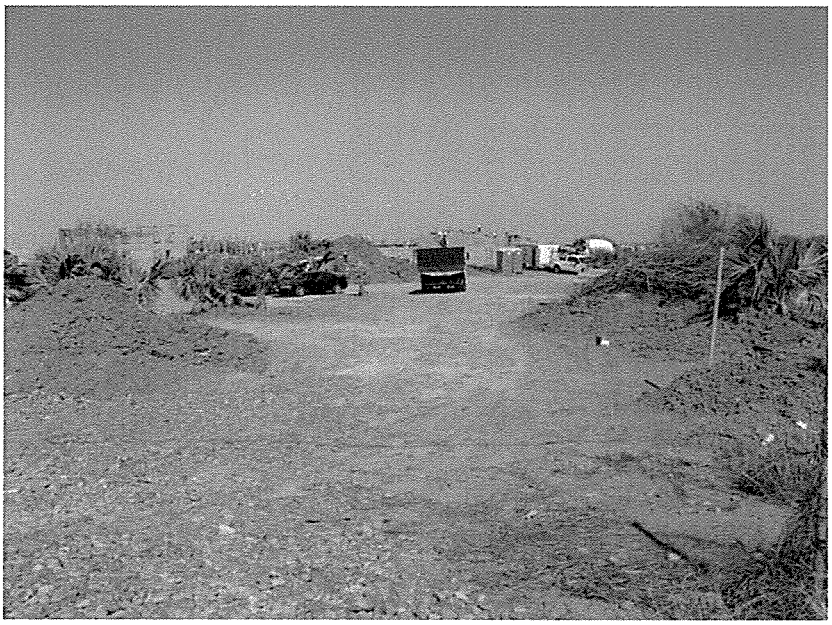
Attach additional information as necessary.

Appraiser: Leonel Garza III	June 8, 2011
(Typed, not signed)	Date

COMPARABLE DATA SUPPLEMENT

District: Parcel No.: 3 Highway: El Gato Road County: Hidalgo ROW CSJ:

Land Sale ☒ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: Palm Garden, Inc.	**Grantee/Lessee:** Pharr San Juan Alamo Independent School District	
Date: 1/27/2010	**Recording Information:** Document # 2072274	**Key Map:** TexMap Page 309 E 3
Address: Located along the northern frontage of El Gato Road, East of Alamo Road, Hidalgo County, Texas		**Zip Code:** 78516
Legal Description: a 21.63 acre tract of land, out of Lot 8, Block 29, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas.		
Confirmed Price: $367,710	**Verified with:** MLS# A132168 And Listing Agent	
Terms and Conditions of Sale: Cash to Seller		
Rental Data: N/A		
Land Size: 21.63 acres	**Unit Price as Vacant:** $17,000 per acre	
Type Street: Asphalt	**Utilities:** Electric/ Phone	
Improvement(s) Description: Chain Link Perimeter Fencing / Cyclone and Sable Palm Tree Farm		
Improvement(s) Size: N/A (GBA) N/A(NRA)	**Unit Price as Improved:** $ N/A	
Condition and Functional Design:		
Current Use: Vacant (time of sale)	**Highest & Best Use:** Single Family Residential Development	
Date of Inspection:	**Zoning:** Residential	**Flood Plain:** Zone "B"

Attach additional information as necessary.
On February 11, 2010 this appraiser spoke with the listing agent of the subject property, who indicated the property was sold for land value only as the crop of trees were to valued.

Appraiser: Leonel Garza III	June 8, 2011
(Typed, not signed)	Date

Reservations From and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

NO TITLE EXAMINATION WAS REQUESTED WITH THE PREPARATION OF THIS DOCUMENT, NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION ON TITLE TO THIS PROPERTY.

Lou Anne Bell
LOU ANNE BELL

Cindy Nordmeyer
CINDY NORDMEYER

RICHARD STIERS

Karen Stiers
KAREN STIERS

Darryl Stiers
DARRYL STIERS

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on November 22, 1999, by LOU ANNE BELL.

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on November 22, 1999, by CINDY NORDMEYER.

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on November 5, 1999, by RICHARD STIERS.

MARY B. SHUTTESWORTH
MY COMMISSION EXPIRES
June 3, 2002

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on November 22, 1999, by KAREN STIERS.

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on November 23, 1999, by DARRYL STIERS.

INDIA NORTON
NOTARY PUBLIC
State of Texas
Comm. Exp. 05-07-2001

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
ELLIS, KOENEKE & RAMIREZ, L.L.P.
1101 CHICAGO
MCALLEN, TEXAS 78501

AFTER RECORDING RETURN TO:
ELLIS, KOENEKE & RAMIREZ, L.L.P.
1101 CHICAGO
MCALLEN, TEXAS 78501

WARRANTY DEED (Page 6 of 6)



Reservations From and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, zoning ordinances and conveyances that affect the property; taxes for the current year, the payment of which Grantee assumes.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. And to bind Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

NO TITLE EXAMINATION WAS REQUESTED WITH THE PREPARATION OF

LOU JANE BY

CINDY NORMAN, VP

RICHARD STIERS

KAREN STIERS

DARRYL STIERS

Filed for Record in:
Hidalgo County
by Juan D. Salinas III
County Clerk

On: Jun 16,2000 at 03:47P

As a
Recording

Document Number: 881649
Total Fees : 19.00

Receipt Number - 268040
By:
Norma Garza

RETURNED QUESTIONNAIRE

Leonel Garza Jr. & Associates LLC

Appraisal Services Questionnaire – El Gato Road Project

February 9, 2011

The following information is required in order to expedite the completion of appraisal reports requested by the Hidalgo County Right-of-Way Department. If there are any questions or concerns, you can contact Leonel Garza III of Leonel Garza Jr. & Associates LLC at (956) 687-7295 or by email at leonel3@garza-associates.com.

1. **Parcel No.** 1, 2, & 3 EL Gato Road Project
2. **Owner(s) of Record:** Stiers Family Management Trust
3. **Who Is Authorized To Make Decisions For This Property?**
   Lou Anne Bell and Darryl Stiers - co trustees
4. **Contact Numbers:** 956-585-5556 LA Bell 956-630-1015 Bobby Bell
   956-761-4342 D. Stiers
5. **Mailing Address:** 2314 Orange Ave
   Mission, Tx. 78574
6. **Date of Purchase:** ? been in family for 4 generations
   trust – deed of gift, recorded Vol 2759, pg 766
7. **Original Purchase Price of Property:** unknown
8. **Number of Acres (SF) Purchased:**
9. **Do You Have A Current Survey of The Subject Property?**
   ☐ Yes ☑ No
10. **Do You Have An Opinion of Value of Your Property?**
    ☑ Yes ☐ No
    Explain Currently on the market $35,500 acre with Barbara Moffat at Remax (based on area sales including $50,000 acre purchase by Shell.
11. **Have There Been Any Recent Changes In Ownership In The Past Five Years?**
    ☐ Yes ☑ No*
    Explain note: Cindy Nordmeyer is no longer a co-trustee. as per documents Fall 2010.
    * please change your paperwork
12. **Are There Any Leases and or Pending Subdivisions?**
    (building leases, farming leases, re-platting, proposed subdivision ect.)
    ☑ Yes ☐ No
    Explain Cenizo rents & farms the property

Leonel Garza Jr. & Associates LLC

13. Any Underground Site Improvements Along The Frontage Of The Subject Property?

☑ Yes ☐ No

Explain gas lines ? (none by owners)

14. Comments, Concerns or Special Request:

We'd like to retain mineral rights
Also - Cenizo farms / crops are to be respected.

15. Does the Office of Leonel Garza Jr. & Associates LLC have permission to enter your property to photograph and measure any land and improvements which may be affected by the proposed acquisition?

☑ Yes ☐ No

Would you like to be with the Appraiser for an on-site inspection of the subject property?

☐ Yes ☑ No

If NO, do you acknowledge that the Appraiser has afforded you or representative the opportunity to inspect the subject property, but decline?

☑ Yes ☐ No

Note: Leonel Garza Jr. & Associates LLC shall be available during normal working hours to answer any questions or concerns you may have in the future. Please be sure to detach the business card attached which contains the contact information of Leonel Garza Jr. & Associates LLC. ? not attached

X Darryl Stiers

LouAnne Bell — 2-12-11

Authorized Signature — **Date**

Darryl Stiers
Lou Anne Bell

Print Name

AI-27441 **12.A.**

Pct. 1 - Deletion & Creation of various positions

CC REGULAR

Date: 07/12/2011
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Comm. Pct. 1
Department: BUDGET & MANAGEMENT
Agenda Category: Precinct #1

Information

CAPTION

Pct. 1 Sanitation (1100)/ CRC (1100)/ Rd. Maintenance (1200):
1. Approval to delete the following vacant full-time positions:

Dept.	Slot #	Position Title	Budgeted Salary
Sanitation	0011	Truck Driver III	$26,000.00
Sanitation	0013	Maintenance II	$25,236.00
Sanitation	0024	Truck Driver III	$25,000.00
Rd Maint.	0013	Paving Supervisor	$38,098.00
Rd Maint.	0052	Maintenance I	$25,236.00

2. Approval to create the following full-time positions:

Dept.	Slot #	Position Title	Budgeted Salary
CRC	0003	Outreach Manager	$39,707.00
Sanitation	0033	Accounts Payable Specialist I	$28,231.00
Rd. Maint.	0108	Truck Driver III	$30,489.00
Rd. Maint.	0109	Heavy Equipment Operator III	$29,458.00
Rd. Maint.	0110	Truck Driver III	$30,489.00
Rd. Maint.	0111	Crew Leader II	$38,500.00
Rd. Maint.	0112	Crew Leader II	$38,500.00
Rd. Maint.	0113	Crew Leader I	$31,520.00
Rd. Maint.	0114	Truck Driver III	$30,489.00

3. Approval of interdepartmental transfers.
4. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1100/1200 **ACCT. #:**

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

BUDGETARY IMPACT:

See attached fiscal notes & transfer for budgetary impact.

Attachments

Link: fiscal note
Link: pars
Link: job descriptions
Link: rev. salary schedule
Link: interdept. transfer
Link: Interdept - Pct. 1 CRC

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	07/08/2011 11:15 AM	APRV
2	Budget & Management	Merlen P. Munoz	07/08/2011 11:17 AM	APRV
3	Rosalinda Cantu		07/08/2011 04:40 PM	PEND

Form Started By: Sylvia Solis Started On: 07/07/2011 09:12 AM

Final Approval Date: 07/08/2011

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, July 12, 2011 **Agenda Item:** 27441

Summary of request/proposal:
PCT. 1 SANITATION (1100):
Approval to delete the following full-time position:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	TRUCK DRIVER III	0011	113	26,000.00	0.00	(26,000.00)
1100	MAINTENANCE II	0013	113	25,236.00	0.00	(25,236.00)
1100	TRUCK DRIVER III	0024	113	25,000.00	0.00	(25,000.00)
1100	ACCOUNTS PAYABLE SPECIALIST I	0033	113	0.00	28,231.00	28,231.00
				76,236.00	28,231.00	(48,005.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1-1100-432-00-121-001-0- 113	SANITATION PCT.1 - REG F/T EMPLOYEES	($22,894.69)
1-1100-432-00-121-001-0- 211	SANITATION PCT.1 - HEALTH INSURANCE	($3,433.84)
1-1100-432-00-121-001-0- 212	SANITATION PCT.1 - LIFE INSURANCE	($25.76)
1-1100-432-00-121-001-0- 220	SANITATION PCT.1 - FICA	($1,751.44)
1-1100-432-00-121-001-0- 230	SANITATION PCT.1 - RETIREMENT	($2,197.89)
1-1100-432-00-121-001-0- 250	SANITATION PCT.1 - UNEMPLOYMENT COMP	($114.47)
1-1100-432-00-121-001-0- 260	SANITATION PCT.1 - WORKER'S COMP	$0.00
	2011 Budgetary Impact	($30,418.09)

2012 Budgetary Impact: **($63,779.89)**

Possible Funding Sources: **NO BUDGETARY IMPACT.**

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, July 12, 2011 **Agenda Item:** 27441

Summary of request/proposal:
PCT. 1 CRC (1100):
Approval to create the following full-time position:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	OUTREACH MANAGER	0003	113	0.00	39,707.00	39,707.00
				0.00	39,707.00	39,707.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
1-1100-466-00-121-050-0- 113	PCT.1 CRC -	REG F/T EMPLOYEES	$18,937.18
1-1100-466-00-121-050-0- 211	PCT.1 CRC -	HEALTH INSURANCE	$1,716.92
1-1100-466-00-121-050-0- 212	PCT.1 CRC -	LIFE INSURANCE	$12.88
1-1100-466-00-121-050-0- 220	PCT.1 CRC -	FICA	$1,448.69
1-1100-466-00-121-050-0- 230	PCT.1 CRC -	RETIREMENT	$1,817.97
1-1100-466-00-121-050-0- 250	PCT.1 CRC -	UNEMPLOYMENT COMP	$94.69
1-1100-466-00-121-050-0- 260	PCT.1 CRC -	WORKER'S COMP	$0.00
		2011 Budgetary Impact	$24,028.33

2012 Budgetary Impact: $50,382.00

Possible Funding Sources: **SANITATION PCT. 1 FUNDS**
(PENDING APPROVAL OF INTERDEPARTMENTAL TRANSFER)

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, July 12, 2011 **Agenda Item:** 27441

Summary of request/proposal:
PCT. 1 RD MAINTENANCE (1200):
Approval to delete and/or create the following full-time position:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1200	PAVING SUPERVISOR	0013	113	38,098.00	0.00	(38,098.00)
1200	MAINTENANCE I	0052	113	25,236.00	0.00	(25,236.00)
1200	TRUCK DRIVER III	0108	113	0.00	30,489.00	30,489.00
1200	HEAVY EQUIPMENT OPERATOR III	0109	113	0.00	29,458.00	29,458.00
1200	TRUCK DRIVER III	0110	113	0.00	30,489.00	30,489.00
1200	CREW LEADER II	0111	113	0.00	38,500.00	38,500.00
1200	CREW LEADER II	0112	113	0.00	38,500.00	38,500.00
1200	CREW LEADER I	0113	113	0.00	31,520.00	31,520.00
1200	TRUCK DRIVER III	0114	113	0.00	30,489.00	30,489.00
				63,334.00	229,445.00	166,111.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
1-1200-431-00-121-005-0-	113	PCT.1 RD. MAINT.-	REG F/T EMPLOYEES	$68,999.95
1-1200-431-00-121-005-0-	211	PCT.1 RD. MAINT.-	HEALTH INSURANCE	$7,476.90
1-1200-431-00-121-005-0-	212	PCT.1 RD. MAINT.-	LIFE INSURANCE	$56.10
1-1200-431-00-121-005-0-	220	PCT.1 RD. MAINT.-	FICA	$5,278.50
1-1200-431-00-121-005-0-	230	PCT.1 RD. MAINT.-	RETIREMENT	$6,624.00
1-1200-431-00-121-005-0-	250	PCT.1 RD. MAINT.-	UNEMPLOYMENT COMP	$345.00
1-1200-431-00-121-005-0-	260	PCT.1 RD. MAINT.-	WORKER'S COMP	$0.00
			2011 Budgetary Impact	$88,780.45

2012 Budgetary Impact: $213,730.71

Possible Funding Sources:
*** PCT. 1 ADMINISTRATION FUNDS FROM LAPSED SALARIES**
(PENDING APPROVAL OF INTERDEPARTMENTAL TRANSFER)
*** ADDITIONAL FUNDS AVAILABLE FROM LAPSED SALARIES UNDER RD. MAINT. FOR VARIOUS VACANT POSITIONS**

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 SANITATION (121-001) DATE: 07/07/2011

CURRENT POSITION TITLE: TRUCK DRIVER III CURRENT SLOT. #: 0011

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount: $ 26,000.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (26,000.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

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

DUE TO THE RE-ORGANIZATIONAL/ RESTRUCTURING PLAN, AT THIS TIME, THIS POSITION WAS NOT NEEDED.

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.	DEPARTMENT HEAD	DATE JUL 0 8 2011	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 07/08/2011	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 SANITATION (121-001) DATE: 07/07/2011

CURRENT POSITION TITLE: MAINTENANCE II CURRENT SLOT. #: 0013

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount: $ 25,236.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (25,236.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

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

DUE TO THE RE-ORGANIZATIONAL/ RESTRUCTURING PLAN, AT THIS TIME, THIS POSITION WAS NOT NEEDED.

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

JUL 0 8 2011

1.	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	07/08/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 SANITATION (121-001) DATE: 07/07/2011

CURRENT POSITION TITLE: TRUCK DRIVER III CURRENT SLOT. #: 0024

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount: $ 25,000.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (25,000.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

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

DUE TO THE RE-ORGANIZATIONAL/ RESTRUCTURING PLAN, AT THIS TIME, THIS POSITION WAS NOT NEEDED.

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

JUL 0 8 2011

1.	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	07/08/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 RD MAINT. (121-005) DATE: 07/07/2011

CURRENT POSITION TITLE: PAVING SUPERVISOR CURRENT SLOT. #: 0013

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount: **$** 38,098.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (38,098.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

$ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	X	Non-Exempt	X
N/A	☐		

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

DUE TO THE RE-ORGANIZATIONAL/ RESTRUCTURING PLAN, AT THIS TIME, THIS POSITION WAS NOT NEEDED.

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.	DEPARTMENT HEAD	JUL 0 8 2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	07/08/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 RD MAINT. (121-005) DATE: 07/07/2011

CURRENT POSITION TITLE: MAINTENANCE I CURRENT SLOT. #: 0052

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount: $ 25,236.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (25,236.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

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

DUE TO THE RE-ORGANIZATIONAL/ RESTRUCTURING PLAN, AT THIS TIME, THIS POSITION WAS NOT NEEDED.

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.	DEPARTMENT HEAD	JUL 0 8 2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	07/08/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 CRC (121-050) DATE: 07/07/2011

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0003

REQUESTED POSITION TITLE: OUTREACH MANAGER

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: **$** 0.00 (Current Budgeted Salary) $ 39,707.00 (Proposed Budgeted Salary) $ 39,707.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other PCT. 1 SANITATION FUNDS; PENDING APPROVAL OF INTERDEPT. TRANSFER

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

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

DUE TO THE RE-ORGANIZATIONAL/ RESTRUCTURING PLAN, AT THIS TIME, THIS POSITION IS NEEDED.

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.	DEPARTMENT HEAD	JUL 0 8 2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	07/08/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 SANITATION (121-001) DATE: 07/07/2011

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0033

REQUESTED POSITION TITLE: ACCOUNTS PAYABLE SPECIALIST I

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: **$** 0.00 (Current Budgeted Salary) $ 28,231.00 (Proposed Budgeted Salary) $ 28,231.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	X	Non-Exempt	X
N/A	☐		

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

DUE TO THE RE-ORGANIZATIONAL/ RESTRUCTURING PLAN, AT THIS TIME, THIS POSITION IS NEEDED.

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. DEPARTMENT HEAD	JUL 0 8 2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	07/08/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 RD MAINT. (121-005)

DATE: 07/07/2011

CURRENT POSITION TITLE: N/A

CURRENT SLOT. #: 0108, 0110 & 0114

REQUESTED POSITION TITLE: TRUCK DRIVER 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: $ 0.00 (Current Budgeted Salary) $ 30,489.00 x 3 (Proposed Budgeted Salary) $ 91,467.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other PCT. 1 ADM LAPSED SALARY FUNDS; ADDITIONAL FUNDS WITHIN RD. MAINT. LAPSED SALARIES

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

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

DUE TO THE RE-ORGANIZATIONAL/ RESTRUCTURING PLAN, AT THIS TIME, THIS POSITION IS NEEDED.

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

JUL 0 8 2011

1.	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	07/08/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 RD MAINT. (121-005) DATE: 07/07/2011

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0109

REQUESTED POSITION TITLE: 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: $ 0.00 (Current Budgeted Salary) $ 29,458.00 (Proposed Budgeted Salary) $ 29,458.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other PCT. 1 ADM LAPSED SALARY FUNDS; ADDITIONAL FUNDS WITHIN RD. MAINT. LAPSED SALARIES

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

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

DUE TO THE RE-ORGANIZATIONAL/ RESTRUCTURING PLAN, AT THIS TIME, THIS POSITION IS NEEDED.

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.	DEPARTMENT HEAD	JUL 0 8 2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	07/08/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 RD MAINT. (121-005) DATE: 07/07/2011

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0111 & 0112

REQUESTED POSITION TITLE: CREW LEADER II

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: **$** 0.00 (Current Budgeted Salary) $ 38,500.00 x 2 (Proposed Budgeted Salary) $ 77,000.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other PCT. 1 ADM LAPSED SALARY FUNDS; ADDITIONAL FUNDS WITHIN RD. MAINT. LAPSED SALARIES

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

$ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	X	Non-Exempt	X
N/A	☐		

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

DUE TO THE RE-ORGANIZATIONAL/ RESTRUCTURING PLAN, AT THIS TIME, THIS POSITION IS NEEDED.

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.	DEPARTMENT HEAD	JUL 0 8 2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	07/08/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 RD MAINT. (121-005) DATE: 07/07/2011

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0113

REQUESTED POSITION TITLE: CREW LEADER I

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 31,520.00 (Proposed Budgeted Salary) $ 31,520.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other PCT. 1 ADM LAPSED SALARY FUNDS; ADDITIONAL FUNDS WITHIN RD. MAINT. LAPSED SALARIES

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

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

DUE TO THE RE-ORGANIZATIONAL/ RESTRUCTURING PLAN, AT THIS TIME, THIS POSITION IS NEEDED.

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

JUL 0 8 2011

1. DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	07/08/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

TRUCK DRIVER III

GRADE: 07

GENERAL DESCRIPTION

Drive and safely operate a tractor-trailer combo which may include, but is not limited to, the moving of specialized heavy construction equipment involved in the maintenance and construction of County roads.

EXAMPLES OF WORK PERFORMED

Inspects truck before and after trips and submits report indicating truck condition

Reads bill of lading to determine assignment

Fastens chain or binders to secure load on trailer during transit

Loads or unloads, or assists in loading and unloading truck

Works as member of two-person team driving tractor with sleeper bunk behind cab

Services truck with oil, fuel, and radiator fluid to maintain tractor-trailer

Obtains proper signatures or authorization for deliver and/or services

Inventories and inspects goods to be moved

Wraps goods using pads, packing paper, and containers, and secures load to trailer wall using straps

Gives directions to helper in packing and moving goods to trailer

Drives tractor-trailer combination, applying knowledge of commercial driving regulations, to transport and deliver products, livestock, or materials, usually over long distance

Maneuvers truck into loading or unloading position, following signals from loading crew as needed

Drives truck to weigh station before and after loading, and along route to document weight and conform to state regulations

Maintains driver log according to I.C.C. regulations

GENERAL QUALIFICATION GUIDELINES



Experience and Education

High School Diploma, GED or equivalent experience. Four to six (4-6) years related experience. Must have and maintain a valid driver's license and a Texas Class "A" CDL license.

Knowledge, Skills, and Abilities

Advanced knowledge of equipment operation and maintenance, skilled in using specialized heavy equipment in the prescribed manner

Ability to perform multiple tasks simultaneously

Ability to communicate effectively, and to train others

May require interaction with other departmental supervisors and peers, other County agencies and staff, outside vendors or other professionals and community, state or federal agencies

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- standing for extended periods of time

- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

MAINTENANCE I

GRADE: 01

GENERAL DESCRIPTION

Performs entry-level building maintenance and construction work; Work involves assisting in maintaining and repairing buildings, utility systems, and stationary equipment, and operating motorized equipment; Works under close supervision, with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs maintenance and repair work such as plumbing, masonry, welding, carpentry, painting, electrical, mechanical, refrigeration, ventilation, or heating.

May assist with the maintenance and repair of machinery, equipment, systems, or components

May maintain and repair laundry machines, kitchen equipment, boilers, and boiler feed pumps

May mow grass, edge walks and curbs, and trim shrubbery

May repair and upholster furniture

May construct and repair equipment

May perform inspections of operating machinery, equipment, and systems

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in building maintenance and repair work; Graduation from a standard senior high school or equivalent is generally preferred.

Knowledge, Skills, and Abilities

Knowledge of the repair, maintenance, and operation of buildings and electrical systems

Skill in the use of tools and equipment

Ability to perform maintenance, to follow instructions, and to interpret drawings and diagrams

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

MAINTENANCE II

GRADE: 03

GENERAL DESCRIPTION

Performs routine (journey-level) building maintenance and construction work; Work involves maintaining and repairing buildings, utility systems, and stationary equipment; and operating motorized equipment; May train others; Works under moderate supervision with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs maintenance and repair work such as plumbing, masonry, welding, carpentry, painting, electrical, mechanical, refrigeration, ventilation, or heating

Maintains records on work orders or projects

May assist with the maintenance and repair of machinery, equipment, systems, or components

May construct and repair equipment

May perform inspections of operating machinery, equipment, and systems

May make repairs to telephone systems and install wiring for new installations

May train others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to three (2-3) years of experience in building maintenance and repair work; Graduation from a standard senior high school or equivalent is generally preferred.

Knowledge, Skills, and Abilities

Knowledge of the repair, maintenance, and operation of buildings and electrical systems

Skill in the use of tools and equipment

Ability to perform maintenance; to follow instructions; to work from drawings, diagrams, or sketches; and to train others

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
ROAD AND BRIDGE DEPARTMENT

Job Title: Paving Supervisor	**FLSA Status:** Non-Exempt
Dept. No: 121-124	**Civil Service Status:** Non-Exempt

SUMMARY:

This position is under the direction of the County Commissioner. The Road and Bridge Supervisor coordinates activities and personnel of the Hidalgo County Road and Bridge workers. This position requires thorough knowledge of management and supervisory procedures and, maintenance and operation of light and heavy equipment.

QUALIFICATIONS AND REQUIREMENTS:

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

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Schedule and coordinate equipment repair and maintenance
- Coordinate personnel schedules
- Insure that equipment and operational records are kept up to date
- Operate and maintain heavy equipment as deemed necessary
- Supervise activities of field workers
- Coordinate and schedule road and bridge activities
- Report to County Commissioner
- Perform any other duties as assigned

EDUCATION AND EXPERIENCE:

- High School Diploma and GED/and/or
- Ten years experience in light and heavy equipment maintenance, operation and supervision.
- Knowledge of Road and Bridge procedures and responsibilities
- Ability to repair and maintain light and heavy equipment
- Bilingual

CERTIFICATES, LICENSES, REGISTRATION:

- Employee must have proof of a current valid Texas Motor Vehicle Operator's License
- Must be able to be insured by County Insurance Carrier

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate.

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

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

CREW LEADER I

GENERAL DESCRIPTION

Provide management of the day-to-day operations of the department/work unit and oversight of the work production, quantity and quality of work completed. May schedule work assignments, assign hours and work locations. This position may also train and/or evaluate employees. Handles difficult problems, may develop and document programs and curriculum, monitors departmental resources and ensures compliance with policies and laws.

EXAMPLES OF WORK PERFORMED

Provides training to staff members as required

Assists in planning, assigning, and responsibility of the workload and schedules for team members

Assists in evaluating performance of subordinates, identifying strengths/weaknesses, providing employee development, guidance and motivation, or making/deciding on recommendations for replacement when appropriate

Acts as a managerial resource for staff questions regarding customer issues, policies, etc

Assists in coordinating activities with other departments to expedite work and improve performance

Assists in performing quality reviews/audits of department's work and makes operational corrections as necessary

Assists in establishing and enforcing procedures to expedite and improve processes

Participates in personnel matters including disciplinary actions and resolution of departmental disputes

Performs all other related duties involved in the operation of the Precinct as assigned or required

GENERAL QUALIFICATION GUIDELINES

Experience and Education

A high school diploma or general education degree (GED) and a minimum of four (4) years in road construction or maintenance; or equivalent combination of education and experience.

Knowledge, Skills, and Abilities

Knowledge of generally accepted accounting principles and procedures affecting the maintenance of accounting records and automated accounting systems

Knowledge of MS Word, Excel and 10-key calculator

Ability to interpret and apply accounting theory to transactions; to work accurately with numerical detail; and to analyze, consolidate, and interpret accounting data

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations



CREW LEADER II

GENERAL DESCRIPTION

Provide management of the day-to-day operations of the department/work unit and oversight of the work production, quantity and quality of work completed. May schedule work assignments, assign hours and work locations. This position may also train and/or evaluate employees. Handles difficult problems, may develop and document programs and curriculum, monitors departmental resources and ensures compliance with policies and laws.

EXAMPLES OF WORK PERFORMED

Directly responsible for the management of departmental staff, which may include lower level management or supervisory positions

Provides training to staff members as required

Plans, assigns and is responsible for the workload and schedules for team members

Evaluates performance of subordinates, identifying strengths/weaknesses, providing employee development, guidance and motivation, or making/deciding on recommendations for replacement when appropriate

Acts as a managerial resource for staff questions regarding customer issues, policies, etc

Coordinates activities with other departments to expedite work and improve performance

Performs quality reviews/audits of department's work and makes operational corrections as necessary

Establishes and enforces procedures to expedite and improve processes

Participates in personnel matters including disciplinary actions and resolution of departmental disputes

Performs all other related duties involved in the operation of the Precinct as assigned or required

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Associate's degree or equivalent required. Minimum of six (6) years related work experience.

Knowledge, Skills and Abilities

Must have an advanced or expert knowledge of fundamental concepts, practices and procedures of the field of road construction and maintenance

Spreadsheet and/or word processing software knowledge/experience preferred with either specific program applications or general applications such as Microsoft Office Suite

Excellent verbal and written communication/presentation skills

Effective interpersonal and leadership skills that are normally expected of a fully qualified manager

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HEAVY EQUIPMENT OPERATOR III

GRADE: 07

GENERAL DESCRIPTION

Performs highly advanced and/or supervisory (senior-level) construction and maintenance work. Work involves the specialized operation of heavy and light equipment used for repair, maintenance, and construction programs. May plan, assign, and/or supervise the work of others; Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Operates a variety of types of gasoline and diesel equipment and light and heavy equipment involved in construction and maintenance projects, such as graders, backhoes, front-end loaders, forklifts, dump trucks, or related equipment

Prepares daily reports and logs related to quantities of materials used, types of equipment, work hours, and project status

Performs routine and preventive vehicle and equipment maintenance and repair to ensure proper operating conditions

Performs general maintenance/manual labor as required

Performs traffic control set up on job sites to ensure safe working environments

Reports and/or repairs malfunctions on light and heavy equipment

May work on the reconstruction or rehabilitation of streets, surface maintenance, traffic control, or drainage zones

May assist during emergency situations such as floods, severe weather, and accidents

May be required to read and interpret blueprints, drawings, and specifications for road or other construction

May lead crew at job sites to ensure a safe working environment and provide on-site supervision of crew task performance

May plan, assign, and/or supervise the work of others

Ability to work effectively and cooperatively with other crewmembers

Performs other duties as assigned

GENERAL QUALIFICATION GUIDELINES



Experience and Education

Three (3) years of related experience. Graduation from a high school or equivalent is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of construction maintenance, repair, and operation of light and heavy equipment, including vehicles

Ability to maintain records of materials, supplies, time, and work performed; to work effectively with the public; to train others; and plan, assign, and/or supervise the work of others

Registration, Certification, and Licensure

May be required to be licensed in a specialty area

May require a valid Texas driver's license and/or commercial driver's license

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

ACCOUNTS PAYABLE SPECIALIST I

GRADE: 06

GENERAL DESCRIPTION

Performs entry level accounts payable work. Work involves processing of county invoices and payment in a timely manner. Communicate with county departments regarding purchase orders, invoices and payments. Answer inquiries from departments regarding account balances and encumbrances. Will scan, stamp, and file all documentation regarding payments.

EXAMPLES OF WORK PERFORMED

Examines claims for validity and completeness prior to invoice entry

Maintains manual and automated batch log to ensure appropriate release of checks

Processes void and manual checks

Maintains and enter information for claims to generate appropriate checks for Commissioner's Court

Interacts with County departments regarding vendor data or policies

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a standard high school or equivalent, with One (1) year of related experience required.

Knowledge, Skills, and Abilities

General accounting knowledge

Good verbal and written communication

Knowledge of MS Word, Excel and 10-key calculator

Understand record keeping techniques

Registration, Certification, or Licensure

May require a valid driver's license

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

OUTREACH MANAGER

GRADE: 10

GENERAL DESCRIPTION

Performs routine managerial work supervising all operations and personnel of the Community Resource Center (CRC). Work involves establishing goals and objectives; developing guidelines, procedures, and rules; developing schedules, priorities, and standards for achieving established goals; coordinating and evaluating program activities. Plans, assigns, and supervises the work of others.

EXAMPLES OF WORK PERFORMED

Manages activities of staff in program area(s).

Assesses employee job performance and participates in the evaluation process.

Acts as liaison to other community agencies.

Establishes goals and objectives; develops and approves schedules, priorities, and standards for achieving goals; and directs evaluation activities.

Develops and implements techniques for evaluating program activities.

Plans, implements, coordinates, monitors, and evaluates policies and procedures.

Identifies areas of needed change, and makes recommendations to improve operations.

Provides technical guidance in the program area.

Plans, assigns, and supervises the work of others.

Performs related work as assigned.

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Associates Degree in Social Services or related field. Graduation from an accredited four-year college or university with major course work in a field relevant to the assignment preferred. Two (2) years of experience may be substituted for one (1) year of education. Bilingual is preferred (English/Spanish)

Certificates, Licenses, Registrations

Must possess a valid Texas Motor Vehicle Operator's License

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Ability to manage program activities; to establish goals and objectives; to devise solutions to administrative problems; to develop and evaluate administrative policies and procedures; to prepare reports; to communicate effectively; and to plan, assign, and supervise the work of others.

Ability to be organized, efficient and confidentiality

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

- making sound decisions and using good judgment

- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

OUTREACH MANAGER

GRADE: 10

GENERAL DESCRIPTION

Performs routine managerial work supervising all operations and personnel of the Community Resource Center (CRC). Work involves establishing goals and objectives; developing guidelines, procedures, and rules; developing schedules, priorities, and standards for achieving established goals; coordinating and evaluating program activities. Plans, assigns, and supervises the work of others.

EXAMPLES OF WORK PERFORMED

Manages activities of staff in program area(s).

Assesses employee job performance and participates in the evaluation process.

Acts as liaison to other community agencies.

Establishes goals and objectives; develops and approves schedules, priorities, and standards for achieving goals; and directs evaluation activities.

Develops and implements techniques for evaluating program activities.

Plans, implements, coordinates, monitors, and evaluates policies and procedures.

Identifies areas of needed change, and makes recommendations to improve operations.

Provides technical guidance in the program area.

Plans, assigns, and supervises the work of others.

Performs related work as assigned.

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Associates Degree in Social Services or related field. Graduation from an accredited four-year college or university with major course work in a field relevant to the assignment preferred. Two (2) years of experience may be substituted for one (1) year of education. Bilingual is preferred (English/Spanish)

Certificates, Licenses, Registrations

Must possess a valid Texas Motor Vehicle Operator's License

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Ability to manage program activities; to establish goals and objectives; to devise solutions to administrative problems; to develop and evaluate administrative policies and procedures; to prepare reports; to communicate effectively; and to plan, assign, and supervise the work of others.

Ability to be organized, efficient and confidentiality

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

- making sound decisions and using good judgment

- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-432-00-121-001-0

AI - 27441

SANITATION PCT. 1

Slot #	Obj Code	POSITION TITLE	2010 BUDGETED SALARY	2011 ADJUSTED SALARY	2011 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2011 BUDGETED SALARY APPROVED	2011 ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0004	113	ACCOUNTS PAYABLE CLERK	34,817.00	0.00	34,817.00	0	0.00	0.00	34,817.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0005	113	MAINTENANCE III	33,093.00	0.00	33,093.00	0	0.00	0.00	33,093.00	33,093.00	0.00	0.00	0.00	0.00	0.00	33,093.00
0006	113	TRCK DRVER III	31,245.00	0.00	31,245.00	0	0.00	0.00	31,245.00	26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00
0007	113	HEAVY EQUIPMENT OPERATOR I	28,980.00	0.00	28,980.00	0	0.00	0.00	28,980.00	28,980.00	0.00	0.00	0.00	0.00	0.00	28,980.00
0008	113	TRCK DRVER III	27,552.00	0.00	27,552.00	0	0.00	0.00	27,552.00	26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00
0009	113	ATTENDANT	27,245.00	0.00	27,245.00	0	0.00	0.00	27,245.00	27,245.00	0.00	0.00	0.00	0.00	0.00	27,245.00
~~0011~~	~~113~~	**DELETE THE FOLLOWING:** ↓ ~~TRCK DRVER III~~	~~26,000.00~~	~~0.00~~	~~26,000.00~~	~~0~~	~~0.00~~	~~0.00~~	~~26,000.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
0012	113	MAINTENANCE II	25,236.00	0.00	25,236.00	0	0.00	0.00	25,236.00	25,236.00	420.00	0.00	0.00	0.00	0.00	25,656.00
~~0013~~	~~113~~	**DELETE THE FOLLOWING:** ↓ ~~MAINTENANCE II~~	~~25,236.00~~	~~0.00~~	~~25,236.00~~	~~0~~	~~0.00~~	~~0.00~~	~~25,236.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
0014	113	MAINTENANCE I	24,350.00	0.00	24,350.00	0	0.00	0.00	24,350.00	23,385.00	0.00	0.00	0.00	0.00	0.00	23,385.00
0017	113	ATTENDANT	23985	0	23985	0	0	0	23985	0	0	0	0	0	0	0
0018	113	ATTENDANT	22,345.00	0.00	22,345.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0019	113	ATTENDANT	22,345.00	0.00	22,345.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0023	113	HEAVY EQ OP II	28,000.00	0.00	28,000.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
~~0024~~	~~113~~	**DELETE THE FOLLOWING:** ↓ ~~TRCK DRVER III~~	~~25,000.00~~	~~0.00~~	~~25,000.00~~	~~0~~	~~0.00~~	~~0.00~~	~~25,000.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
0027	113	GENERAL FOREMAN	41,481.00	13,519.00	55,000.00	0	0.00	0.00	55,000.00	49,975.00	660.00	0.00	0.00	0.00	0.00	50,635.00
0028	113	CLERK III	23,993.00	0.00	23,993.00	0	0.00	0.00	23,993.00	23,993.00	0.00	0.00	0.00	0.00	0.00	23,993.00
0030	113	HEAVY EQUIPMENT OPERATOR II	0.00	29,458.00	29,458.00	0	0.00	0.00	29,458.00	29,458.00	0.00	0.00	0.00	0.00	0.00	29,458.00
0031	113	HEAVY EQUIPMENT OPERATOR II	0.00	29,458.00	29,458.00	0	0.00	0.00	29,458.00	27,908.00	0.00	0.00	0.00	0.00	0.00	27,908.00
0032	113	HEAVY EQUIPMENT OPERATOR II	0.00	29,458.00	29,458.00	0	0.00	0.00	29,458.00	29,458.00	360.00	0.00	0.00	0.00	0.00	29,818.00
0033	**113**	**CREATE THE FOLLOWING:** ↓ **ACCOUNTS PAYABLE SPECIALIST I**	**0.00**	**28,231.00**	**28,231.00**	**0**	**0.00**	**0.00**	**28,231.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			470,903.00	101,893.00	572,796.00		0.00	0.00	572,796.00	423,421.00	1,440.00	0.00	0.00	0.00	0.00	424,861.00

Approval to delete and/or create the above highlighted positions.
Personnel actions pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-466-00-121-050-0

AI - 27441

PCT. 1 CRC

Slot #	Obj Code	POSITION TITLE	2010 BUDGETED SALARY	2011 ADJUSTED SALARY	2011 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2011 BUDGETED SALARY APPROVED	2011 ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	COMMUNITY RESOURCE CENTER COO	32,000.00	0.00	32,000.00	0	0.00	0.00	32,000.00	32,000.00	0.00	0.00	0.00	0.00	0.00	32,000.00
0002	113	MAINTENANCE I	20,720.00	0.00	20,720.00	0	0.00	0.00	20,720.00	20,720.00	0.00	0.00	0.00	0.00	0.00	20,720.00
		CREATE THE FOLLOWING: ↓														
0003	**113**	**OUTREACH MANAGER**	**0.00**	**39,707.00**	**39,707.00**	**0**	**0.00**	**0.00**	**39,707.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			52,720.00	39,707.00	92,427.00		0.00	0.00	92,427.00	52,720.00	0.00	0.00	0.00	0.00	0.00	52,720.00

Approval to create the above highlighted position.
Personnel actions pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1200-431-00-121-005-0

AI - 27441

RD. MAINTENANCE

Slot #	Obj Code	POSITION TITLE	2010 BUDGETED SALARY	2011 ADJUSTED SALARY	2011 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2011 BUDGETED SALARY APPROVED	2011 ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0012	113	SP/PROJ COORD	39,322.00	0.00	39,322.00	0	0.00	0.00	39,322.00	39,322.00	0.00	0.00	0.00	0.00	0.00	39,322.00
		DELETE THE FOLLOWING: ↓														
~~13~~	~~113~~	~~PAVING SUPVSR~~	~~38098.00~~	~~0.00~~	~~38098.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~38098.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
0019	113	TRCK DRIVER I	34,167.00	0.00	34,167.00	0	0.00	0.00	34,167.00	34,167.00	0.00	0.00	0.00	0.00	0.00	34,167.00
0020	113	HEAVY EQ OP III	34,167.00	0.00	34,167.00	0	0.00	0.00	34,167.00	34,167.00	0.00	0.00	0.00	0.00	0.00	34,167.00
0021	113	MAINTENANCE III	34,167.00	0.00	34,167.00	0	0.00	0.00	34,167.00	34,167.00	0.00	0.00	0.00	0.00	0.00	34,167.00
0022	113	HEAVY EQ OP I	34,167.00	0.00	34,167.00	0	0.00	0.00	34,167.00	34,167.00	1,020.00	0.00	0.00	0.00	0.00	35,187.00
0023	113	MAINTENANCE III	34,167.00	0.00	34,167.00	0	0.00	0.00	34,167.00	34,167.00	360.00	0.00	0.00	0.00	0.00	34,527.00
0024	113	MAINTENANCE II	34,167.00	0.00	34,167.00	0	0.00	0.00	34,167.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0025	113	MAINTENANCE III	34,167.00	0.00	34,167.00	0	0.00	0.00	34,167.00	34,167.00	0.00	0.00	0.00	0.00	0.00	34,167.00
0028	113	TRAFFIC CONTROL SPECIALIST I	33,619.00	0.00	33,619.00	0	0.00	0.00	33,619.00	33,619.00	0.00	0.00	0.00	0.00	0.00	33,619.00
0029	113	MECHANIC II	32,578.00	0.00	32,578.00	0	0.00	0.00	32,578.00	32,578.00	480.00	0.00	0.00	0.00	0.00	33,058.00
0030	113	HEAVY EQ OP II	31,771.00	0.00	31,771.00	0	0.00	0.00	31,771.00	31,771.00	1,440.00	0.00	0.00	0.00	0.00	33,211.00
0031	113	MAINTENANCE III	31,190.00	0.00	31,190.00	0	0.00	0.00	31,190.00	31,190.00	0.00	0.00	0.00	0.00	0.00	31,190.00
0036	113	HEAVY EQ OP II	29,852.00	0.00	29,852.00	0	0.00	0.00	29,852.00	23,169.00	0.00	0.00	0.00	0.00	0.00	23,169.00
0037	113	MAINTENANCE II	29,852.00	0.00	29,852.00	0	0.00	0.00	29,852.00	26,201.00	0.00	0.00	0.00	0.00	0.00	26,201.00
0038	113	HEAVY EQ OP II	29,852.00	0.00	29,852.00	0	0.00	0.00	29,852.00	29,852.00	0.00	0.00	0.00	0.00	0.00	29,852.00
0039	113	TRCK DRVER III	29,031.00	0.00	29,031.00	0	0.00	0.00	29,031.00	29,031.00	300.00	0.00	0.00	0.00	0.00	29,331.00
0041	113	TRCK DRVER III	28,026.00	0.00	28,026.00	0	0.00	0.00	28,026.00	28,026.00	960.00	0.00	0.00	0.00	0.00	28,986.00
0042	113	MAINTENANCE II	27,562.00	0.00	27,562.00	0	0.00	0.00	27,562.00	27,562.00	0.00	0.00	0.00	0.00	0.00	27,562.00
0043	113	TRCK DRVER III	27,562.00	0.00	27,562.00	0	0.00	0.00	27,562.00	27,562.00	0.00	0.00	0.00	0.00	0.00	27,562.00
0044	113	TRCK DRIVER I	26,607.00	0.00	26,607.00	0	0.00	0.00	26,607.00	26,607.00	0.00	0.00	0.00	0.00	0.00	26,607.00
0045	113	HEAVY EQUIPMENT OPERATOR III	26,607.00	0.00	26,607.00	0	0.00	0.00	26,607.00	26,607.00	0.00	0.00	0.00	0.00	0.00	26,607.00
0046	113	HEAVY EQ OP I	26,334.00	0.00	26,334.00	0	0.00	0.00	26,334.00	26,334.00	600.00	0.00	0.00	0.00	0.00	26,934.00
0047	113	TRCK DRVER III	26,334.00	0.00	26,334.00	0	0.00	0.00	26,334.00	26,334.00	0.00	0.00	0.00	0.00	0.00	26,334.00
0048	113	TRCK DRVER III	26,000.00	0.00	26,000.00	0	0.00	0.00	26,000.00	26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00
0049	113	TRCK DRVER III	26,000.00	0.00	26,000.00	0	0.00	0.00	26,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0050	113	TRCK DRVER III	26,000.00	0.00	26,000.00	0	0.00	0.00	26,000.00	26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00
		DELETE THE FOLLOWING: ↓														
~~52~~	~~113~~	~~MAINTENANCE I~~	~~25,236.00~~	~~0.00~~	~~25,236.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~25,236.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1200-431-00-121-005-0

AI - 27441

RD. MAINTENANCE

Slot #	Obj Code	POSITION TITLE	2010 BUDGETED SALARY	2011 ADJUSTED SALARY	2011 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2011 BUDGETED SALARY APPROVED	2011 ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0053	113	MAINTENANCE I	25,236.00	0.00	25,236.00	0	0.00	0.00	25,236.00	21,635.00	0.00	0.00	0.00	0.00	0.00	21,635.00
0054	113	HEAVY EQ OP I	25,033.00	0.00	25,033.00	0	0.00	0.00	25,033.00	25,033.00	360.00	0.00	0.00	0.00	0.00	25,393.00
0055	113	DATA ENTRY CLERK	23,988.00	0.00	23,988.00	0	0.00	0.00	23,988.00	23,988.00	0.00	0.00	0.00	0.00	0.00	23,988.00
0056	113	TRCK DRVER III	23,985.00	0.00	23,985.00	0	0.00	0.00	23,985.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0057	113	MAINTENANCE I	23,635.00	0.00	23,635.00	0	0.00	0.00	23,635.00	21,635.00	0.00	0.00	0.00	0.00	0.00	21,635.00
0058	113	MAINTENANCE I	23,635.00	0.00	23,635.00	0	0.00	0.00	23,635.00	23,635.00	0.00	0.00	0.00	0.00	0.00	23,635.00
0073	113	MAINTENANCE III	33,600.00	0.00	33,600.00	0	0.00	0.00	33,600.00	33,600.00	0.00	0.00	0.00	0.00	0.00	33,600.00
0074	113	TIRE REPAIR	24,000.00	0.00	24,000.00	0	0.00	0.00	24,000.00	24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00
0078	113	DIESEL MECHANIC	42,000.00	0.00	42,000.00	0	0.00	0.00	42,000.00	42,000.00	0.00	0.00	0.00	0.00	0.00	42,000.00
0080	113	MATERIAL MANAGEMENT MANAGER	40,000.00	0.00	40,000.00	0	0.00	0.00	40,000.00	40,000.00	0.00	0.00	0.00	0.00	0.00	40,000.00
0085	113	EXECUTIVE ASST	59,568.00	0.00	59,568.00	0	0.00	0.00	59,568.00	59,568.00	0.00	0.00	0.00	5,000.00	0.00	64,568.00
0090	113	ADMINISTRATIVE ASSISTANT V	49,000.00	0.00	49,000.00	0	0.00	0.00	49,000.00	49,000.00	540.00	0.00	0.00	0.00	0.00	49,540.00
0091	113	DIRECTOR OF ROAD & BRIDGE	57,555.00	12,445.00	70,000.00	0	0.00	0.00	70,000.00	60,000.00	0.00	0.00	0.00	0.00	0.00	60,000.00
0093	113	HEAVY EQ OP II	25,256.00	0.00	25,256.00	0	0.00	0.00	25,256.00	25,256.00	0.00	0.00	0.00	0.00	0.00	25,256.00
0095	113	MAINTENANCE III	23,993.00	0.00	23,993.00	0.00	0.00	0.00	23,993.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0096	113	TRAFFIC SPECIALIST I	20,049.00	0.00	20,049.00	0	0.00	0.00	20,049.00	20,049.00	0.00	0.00	0.00	0.00	0.00	20,049.00
0097	113	TRAFFIC SPECIALIST I	20,049.00	0.00	20,049.00	0	0.00	0.00	20,049.00	20,049.00	0.00	0.00	0.00	0.00	0.00	20,049.00
0099	113	CLERK I	21,164.00	0.00	21,164.00	0	0.00	0.00	21,164.00	21,164.00	0.00	0.00	0.00	0.00	0.00	21,164.00
0100	113	CLERK III	23,993.00	0.00	23,993.00	0.00	0.00	0.00	23,993.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0101	113	CREW LEADER II	0.00	42,000.00	42,000.00	0	0.00	0.00	42,000.00	39,500.00	540.00	0.00	0.00	0.00	0.00	40,040.00
0102	113	SUPERVISOR	0.00	36,766.00	36,766.00	0	0.00	0.00	36,766.00	36,766.00	0.00	0.00	0.00	0.00	0.00	36,766.00
0103	113	ASSET MANAGEMENT SUPERVISOR	0.00	52,254.00	52,254.00	0	0.00	0.00	52,254.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0104	113	SHOP FOREMAN	0.00	42,000.00	42,000.00	0	0.00	0.00	42,000.00	42,000.00	0.00	0.00	0.00	0.00	0.00	42,000.00
0105	113	VECTOR SPECIALIST	0.00	32,051.00	32,051.00	0	0.00	0.00	32,051.00	32,051.00	0.00	0.00	0.00	0.00	0.00	32,051.00
0106	113	CREW LEADER II	0.00	41,578.00	41,578.00	0	0.00	0.00	41,578.00	41,578.00	1,080.00	0.00	0.00	0.00	0.00	42,658.00
0107	113	SAFETY COORDINATOR	0.00	38,000.00	38,000.00	0	0.00	0.00	38,000.00	38,000.00	0.00	0.00	0.00	0.00	0.00	38,000.00
		CREATE THE FOLLOWING: ↓														
0108	**113**	**TRUCK DRIVER III**	**0.00**	**30,489.00**	**30,489.00**	**0**	**0.00**	**0.00**	**30,489.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
0109	**113**	**HEAVY EQUIP. OPERATOR III**	**0.00**	**29,458.00**	**29,458.00**	**0**	**0.00**	**0.00**	**29,458.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
0110	**113**	**TRUCK DRIVER III**	**0.00**	**30,489.00**	**30,489.00**	**0**	**0.00**	**0.00**	**30,489.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
0111	**113**	**CREW LEADER II**	**0.00**	**38,500.00**	**38,500.00**	**0**	**0.00**	**0.00**	**38,500.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1200-431-00-121-005-0

AI - 27441

RD. MAINTENANCE

Slot #	Obj Code	POSITION TITLE	2010 BUDGETED SALARY	2011 ADJUSTED SALARY	2011 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2011 BUDGETED SALARY APPROVED	2011 ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0112	113	CREW LEADER II	0.00	38,500.00	38,500.00	0	0.00	0.00	38,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0113	113	CREW LEADER I	0.00	31,520.00	31,520.00	0	0.00	0.00	31,520.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0114	113	TRUCK DRIVER III	0.00	30,489.00	30,489.00	0	0.00	0.00	30,489.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			1,442,341.00	526,539.00	1,968,880.00		0.00	0.00	1,968,880.00	1,491,274.00	7,680.00	0.00	0.00	5,000.00	0.00	1,503,954.00

Approval to delete and/or create the above highlighted positions.
Personnel actions pending CC approval.

DATE: July 7, 2011

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct. 1 Rd Maintenance

ACCOUNT NUMBER: 1-110-4X2-00-121-0XX-0-XXX

CONTACT PERSON: Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
1-1200-431-00-121-004-0-	113	PCT. 1 ADMINISTRATION -	REG F/T EMPLOYEE	(53,350.79)
1-1200-431-00-121-004-0-	220	PCT. 1 ADMINISTRATION -	FICA	(4,081.34)
1-1200-431-00-121-004-0-	230	PCT. 1 ADMINISTRATION -	RETIREMENT	(5,121.68)
1-1200-431-00-121-004-0-	250	PCT. 1 ADMINISTRATION -	UNEMPLOYMENT COMP	(266.75)
TO				
1-1200-431-00-121-005-0-	113	PCT. 1 RD. MAINTENANCE -	REG F/T EMPLOYEE	53,350.79
1-1200-431-00-121-005-0-	220	PCT. 1 RD. MAINTENANCE -	FICA	4,081.34
1-1200-431-00-121-005-0-	230	PCT. 1 RD. MAINTENANCE -	RETIREMENT	5,121.68
1-1200-431-00-121-005-0-	250	PCT. 1 RD. MAINTENANCE -	UNEMPLOYMENT COMP	266.75
		TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON: **Interdepartmental transfer from Pct. 1 Administration to Pct. 1 Rd Maintenance to cover a portion of salaries and related fringe benefit expenditures for the creation of various positions under the Rd Maint. Dept. (Funding from Adm is available from lapsed salaries) Additional funding required for the creation of these postions will be covered from lapsed salaries under the Rd. Maintenance Dept.**

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

DATE: July 7, 2011

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct. 1 CRC

ACCOUNT NUMBER: 1-110-4XX-00-121-0XX-0-XXX

CONTACT PERSON: Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
1-1100-432-00-121-001-0-	113	SANITATION PCT. 1	REG F/T EMPLOYEE	(18,937.18)
1-1100-432-00-121-001-0-	211	SANITATION PCT. 1	HEALTH INSURANCE	(1,716.92)
1-1100-432-00-121-001-0-	212	SANITATION PCT. 1	LIFE INSURANCE	(12.88)
1-1100-432-00-121-001-0-	220	SANITATION PCT. 1	FICA	(1,448.69)
1-1100-432-00-121-001-0-	230	SANITATION PCT. 1	RETIREMENT	(1,817.97)
1-1100-432-00-121-001-0-	250	SANITATION PCT. 1	UNEMPLOYMENT COMP	(94.69)
TO				
1-1100-466-00-121-050-0-	113	PCT. 1 CRC	REG F/T EMPLOYEE	18,937.18
1-1100-466-00-121-050-0-	211	PCT. 1 CRC	HEALTH INSURANCE	1,716.92
1-1100-466-00-121-050-0-	212	PCT. 1 CRC	LIFE INSURANCE	12.88
1-1100-466-00-121-050-0-	220	PCT. 1 CRC	FICA	1,448.69
1-1100-466-00-121-050-0-	230	PCT. 1 CRC	RETIREMENT	1,817.97
1-1100-466-00-121-050-0-	250	PCT. 1 CRC	UNEMPLOYMENT COMP	94.69
		TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer from Sanitation Pct. 1 to Pct. 1 CRC to cover salaries and related fringe benefit expenditures for the creation of one (1) Outreach Manager position under the CRC program.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-27395 **13.A.**

Pct. 2 - Deletion of Accountant I, slot # 007, $41,495.00 and creation of Accountant III position, slot #013, $43,284.00

CC REGULAR

Date: 07/12/2011
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Raul Silguero
Department: BUDGET & MANAGEMENT
Agenda Category: Precinct #2

Information

CAPTION

Pct. 2 Administration (1200):
1. Approval of the following personnel actions:

Action	Slot #	Position Title	Budgeted Salary
Delete	0007	Accountant	$41,495.00
Create	0013	Accountant III	$43,284.00

2. Approval of intradepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-122-005-0-890
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds for difference in pro-rated salaries and related fringes benefit expenditures available from department's operating budget, pending approval of intradepartmental transfer.

Attachments

Link: fiscal note
Link: job descriptions
Link: PARs
Link: Revised salary schedule
Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	07/07/2011 10:47 AM	APRV
2	Budget & Management	Merlen P. Munoz	07/07/2011 10:59 AM	APRV

3	Rosalinda Cantu	Rosie Cantu	07/07/2011 11:05 AM	APRV
4	Auditor's Office	Arcilia Duran	07/08/2011 02:36 PM	APRV
5	Erika Zamora	Erika Zamora	07/08/2011 03:55 PM	APRV
6	Sylvia Solis	Sylvia Solis	07/08/2011 04:29 PM	APRV
7	Purchasing Department		07/08/2011 04:40 PM	NEW

Form Started By: Sylvia Solis

Started On: 07/05/2011 03:40 PM

Final Approval Date: 07/08/2011

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, July 12, 2011 **Agenda Item:** 27395

Summary of request/proposal:
PCT. 2 ADMINISTRATION (1200):
Approval to delete and/or create the following positions:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1200	ACCOUNTANT	0007	113	41,495.00	0.00	(41,495.00)
1200	ACCOUNTANT III	0013	113	0.00	43,284.00	43,284.00
				41,495.00	43,284.00	1,789.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
1-1200-431-00-122-005-0- 113	PCT. 2 ADM. -	REG F/T EMPLOYEES	$853.22
1-1200-431-00-122-005-0- 211	PCT. 2 ADM. -	HEALTH INSURANCE	$0.00
1-1200-431-00-122-005-0- 212	PCT. 2 ADM. -	LIFE INSURANCE	$0.00
1-1200-431-00-122-005-0- 220	PCT. 2 ADM. -	FICA	$65.27
1-1200-431-00-122-005-0- 230	PCT. 2 ADM. -	RETIREMENT	$81.91
1-1200-431-00-122-005-0- 250	PCT. 2 ADM. -	UNEMPLOYMENT COMP	$4.27
1-1200-431-00-122-005-0- 260	PCT. 2 ADM. -	WORKER'S COMP	$0.00
		2011 Budgetary Impact	$1,004.67

2012 Budgetary Impact: $2,106.55

Possible Funding Sources: WITHIN DEPT'S OPERATING BUDGET

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

ACCOUNTANT

GENERAL DESCRIPTION

Employee performs entry-level accounting work. Work involves setting up and maintaining controls and records of materials, human resources, and financial transactions. Employee may train in some phase of accounting work such as federal funds accounting, property and equipment control, cost, payroll, or bond servicing. Employee works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Prepares unit-cost information, progress, or other reports

Prepares trial balances, substantive financial statements, special exhibits, or schedules

Prepares financial statements or assists in preparing more difficult financial statements and operating reports

Prepares payment, cash, general journal, and related vouchers

Researches reconciliation discrepancies and reports findings

Checks accounting operations in progress, reviewing and auditing completed financial records for accuracy and conformance with legal and departmental procedures and regulations

Sets up and maintains accounting controls and records, reconciling discrepancies in accounting control mechanisms by resolving flagged error listings on computer runs

May provide technical assistance to accounting clerical staff in clarifying operating problems, such as the allocation of income or expenses; cost accounting procedures; the closing, correcting, or adjusting of journal entries; and the preparation of special exhibits and schedules

May be responsible for receiving, depositing, allocating, and auditing federal funds or special state funds or appropriations

May compute bond interest rates, maturity schedules, annual debt-service requirements, significant ratios, and depreciation data

May maintain the depreciation schedule for fixed asset depreciable purchases

May oversee an annual inventory of equipment and supplies

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One (1) year experience in governmental or commercial accounting. Graduation from an accredited four-year college or university with major course work in accounting preferred but not required. Two (2) years of experience maybe substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge of generally accepted accounting principles and procedures affecting the maintenance of accounting records and automated accounting systems

Knowledge of MS Word, Excel and 10-key calculator

Ability to interpret and apply accounting theory to transactions; to work accurately with numerical detail; and to analyze, consolidate, and interpret accounting data

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY

Precinct 2

Administration

JOB TITLE: ACCOUNTANT III **FLSA STATUS:** NON-EXEMPT

DEPARTMENT: 122 **CIVIL SERVICE STATUS:** NON-EXEMPT

GENERAL JOB DESCRIPTION:

The Accountant III (Grade 12 equivalent) position is responsible for performing moderately complex accounting and budgeting work for Precinct 2. Work involves preparing budget and expenditure reports for the precinct, monitoring expenditures for construction and other projects, monitoring account receivables and account payables, insuring the invoicing of reimbursement amounts due the precinct from TXDOT or other local government entities for advance funding or inter-local agreements. The Accountant III will also insure compliance with GASB 34 with regard to the capitalization of costs for road improvements. The Accountant III works under general supervision with moderate latitude for the use of initiative and independent judgment and may supervise the work of others.

EXAMPLES OF WORK PERFORMED:

1. Prepares budget and expenditure reports with schedules or exhibits as appropriate.
2. Prepares or oversees the preparation of technical reports on estimates, cost data, and budget data.
3. Prepares weekly or monthly status analyses of funds and expenditures.
4. Prepares reports on construction projects and construction costs.
5. Prepares and submits requests for reimbursements due to the Precinct from TXDOT or other local governments.
6. Assists in the development of the annual budget for the Precinct.
7. Assists in the development of the Capital Improvement Plan for the Precinct.
8. \Oversees purchasing process for the Precinct.
9. Maintains adequate records of expenditures, funds, appropriations, as well as revenue collected and deposited.
10. May train staff on the maintenance of accounting records on expenditures, revenues, and the precinct budgets.
11. May supervise the work of others.
12. Performs other duties as assigned.

MINIMUM QUALIFICATIONS:

Graduation from an accredited four year college or university with a Bachelor's degree in Business Administration with major course work in Accounting or Finance is required. Two to three years of progressive experience working in general accounting, governmental accounting, or commercial accounting is also required.

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.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Must possess a valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's insurance carrier.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of accounting principles and procedures.
- Knowledge of purchasing methods and procedures.
- Knowledge of governmental accounting and budgetary procedures.
- Ability to perform complex accounting and budget transactions.
- Ability to understand and follow, and/or give oral and written instructions.
- Ability to maintain complete and accurate records.
- Ability to make decisions or corrections as needed.
- Skill in supervising the work of others.
- Skill in coordinating work with multiple government or other agencies.

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- Sitting for extended periods of time
- Operating assigned equipment

Maintain mental capacity which permits:

- Making sound decisions and using good judgment
- Demonstrating intellectual capabilities

Effectively handle 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:

Employee is required to follow all County and departmental safety regulations.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 2 ADM. (122-005) DATE: 07/05/2011

CURRENT POSITION TITLE: ACCOUNTANT CURRENT SLOT. #: 0007

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount: $ 41,495.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (41,495.00) (Net Change)

Position to be funded from one of the following:

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

☒ Other FUNDS AVAILABLE FROM DELETION OF POSITION

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

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

Deletion of position will help to create a position with more technical accounting abilities needed for our department.

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.	DEPARTMENT HEAD	7/6/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	07.08.11 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	07/07/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 2 ADM. (122-005) DATE: 07/05/2011

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0013

REQUESTED POSITION TITLE: ACCOUNTANT 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: $ 0.00 (Current Budgeted Salary) $ 43,284.00 (Proposed Budgeted Salary) $ 43,284.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other FUNDS AVAILABLE FROM DELETION OF POSITION; ADDITIONAL FUNDING AVAILABLE FROM LAPSED SALARIES FROM THREE (3) VACANT POSITIONS.

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

$ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

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

The Account III will provide more financial statements records and technical reports. Will be mainting adequate records of expenditures and any expenses collected/deposited for the Precinct.

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. DEPARTMENT HEAD	7/6/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	07.08.11 DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	07/07/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1200-431-00-122-005-0

AI - 27395

PCT 2 ADMINISTRATION

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CHIEF ADMIN				$69,337.00	$69,337.00	$394.54	$0.00	$0.00	$5,000.00	$0.00	$74,731.54
0002	113	EXECUTIVE ASSISTANT IV	0	0	$0.00	$68,687.00	$68,687.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$70,007.00
0003	113	SPECIAL PROJECTS/ PROGRAM MANAGER	0	0	$0.00	$51,870.00	$51,870.00	$0.00	$0.00	$0.00	$0.00	$0.00	$51,870.00
0004	113	RECEARCH & DEVELOPMENT DIRECTOR	0	0	$0.00	$49,039.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0005	113	EXECUTIVE ASSISTANT				$45,585.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0006	113	H.R. COORDINATOR	0	0	$0.00	$43,680.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		DELETE THE FOLLOWING: ↓											
~~0007~~	~~113~~	~~ACCOUNTANT~~	~~0~~	~~0~~	~~$0.00~~	~~$41,495.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0008	113	ADMINISTRATIVE ASSISTANT II	0	0	$0.00	$39,900.00	$39,900.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$40,980.00
0009	113	DATA ENTRY CLERK II	0	0	$0.00	$29,233.00	$25,443.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,443.00
0010	113	CLERK/ RECEPTIONIST	0	0	$0.00	$28,894.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,000.00
0011	113	OFFICE CLERK	0	0	$0.00	$28,894.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0012	114	OFFICE CLERK	0	0	$0.00	$10,221.00	$9,360.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9,360.00
		CREATE THE FOLLOWING: ↓											
0013	**113**	**ACCOUNTANT III**	**0**	**0**	**$0.00**	**$43,284.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		TOTAL			$0.00	$550,119.00	$307,161.00	$2,794.54	$0.00	$0.00	$5,000.00	$0.00	$314,955.54

Approval to delete and/or create the above highlighted positions.

DATE: July 7, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for PCT. 2 ADMINISTRATION

ACCOUNT NUMBER: 1-1200-431-00-122-005-0-XXX

Contact Person: Sylvia V. Solis **Ph#:** (956) 292-7025 Ext. 5423

SUBJECT: **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	113	REGULAR F/T EMPLOYEES	853.22
890	OTHER	220	FICA	65.27
890	OTHER	230	RETIREMENT	81.91
890	OTHER	250	UNEMPLOYMENT COMP.	4.27
			TOTAL	1,004.67

REASON:

Intradepartmental Transfer to fund the difference in pro-rated salaries and related fringe benefits expenditures for the Accountant III position, slot no. 013.

DEPARTMENT HEAD SIGNATURE

DATE ___/___/___

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-27446 **13.B.**

Discussion on Co. Wide Sanitation Project

CC REGULAR

Date:	07/12/2011
Submitted By:	Dina Trevino, BUDGET & MANAGEMENT
Submitted For:	Raul Silguero
Department:	BUDGET & MANAGEMENT
Agenda Category:	Precinct #2 **Sub-category:** Prct. 2

Information

CAPTION

Status, discussion and appropriate action on the County Wide Sanitation Project.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management (Originator)	Merlen P. Munoz	07/08/2011 08:03 AM	APRV
2	Roland Garcia	Rolando Garcia	07/08/2011 01:42 PM	APRV
3	Auditor's Office	Arcilia Duran	07/08/2011 02:00 PM	APRV
4	Purchasing Department		07/08/2011 04:40 PM	NEW

Form Started By: Dina Trevino — Started On: 07/07/2011 03:17 PM

Final Approval Date: 07/08/2011

AI-27431 **14.A.**

Claim - CO2010A&B - Pct. 4 Faysville Pump Drainage (1342)

CC REGULAR

Date:	07/12/2011
Submitted By:	Jr. Munoz, COMM. PCT. #4
Submitted For:	Humberto Garza
Department:	COMM. PCT. #4
Agenda Category:	Precinct #4

Information

CAPTION

Acceptance and approval of claim from Aguaworks Pipe & Supply, LLC in the total amount of $2,236.50 for Invoice 2011168 (SDR26 HW Sewer Pipes) for the Faysville Pump project.

BACKGROUND

Purchase Order 652020 (properly executed)
Invoice# 2011168 $2,236.50
Notice of discrepancy for Auditors

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1342-431-00-124-074-0-733

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

BUDGETARY IMPACT:

PO# 652020 available balance as of 7-7-11 $2,236.50

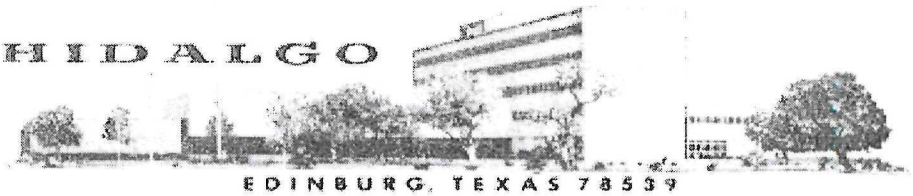
Attachments

Link: INV & P.O.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	07/06/2011 04:28 PM	APRV
2	Manuel Chapa	Manuel Chapa	07/08/2011 09:19 AM	APRV
3	Auditor's Office	Arcilia Duran	07/08/2011 03:25 PM	APRV
4	Erika Zamora	Erika Zamora	07/08/2011 03:45 PM	APRV
5	Manuel Chapa		07/08/2011 04:40 PM	NEW
Form Started By: Jr. Munoz			Started On: 07/06/2011 03:56 PM	
Final Approval Date: 07/08/2011				

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE:** 02/22/2011

TO: Toni Mata **DEPARTMENT:** (124) HIDALGO CO. PCT 4

FROM: Lupita Garza **PHONE:** (956)-318-2511 ext 4630

REFERENCE: AGUAWORKS PIPE & SUPPLY, LLC Invoice #2011168

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #2011168*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ **EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES**
- ☐ **PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE**
- ☐ **AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT**
- ☐ **VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE**
- ☐ **INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT**
- ☐ **SIGNATURE OR DATE NOT PRESENT**
- ☐ **SYSTEM SHOWS INVOICE PAID**
- ☐ **INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $**
- ☐ **NEEDS APPROVAL OF:**
- ☐ **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)**
- ☐ **NEEDS CORRECTION(S):**
- ☐ **NEEDS ADDITIONAL DOCUMENTATION i.e.,:**
- ☐ **OTHER:**
- ☑ **COMMENTS / RECOMMENDATION: Toni, invoice#2011168 for Aguaworks is being return for the following reason is this project contains an interlocal agreement between Hidalgo County Pct#4 and the City of Edinburg, which was placed on Commissioners' Court on January 11, 2011 and no action was taken. On that interlocal there is an amount the County is responsible and we already paid that amount. Please contact Mr. Humberto Garza at the pct#4 for more information. If you have any questions please feel free to call me at ext. 4630.**

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR	RODOLFO DELGADO	J. R. "BOBBY" FLORES	ROSE GUERRA REYNA	JUAN R. PARTIDA	MARIO E. RAMIREZ, JR.	NOE GONZALEZ	LETICIA LOPEZ	AIDA SALINAS FLORES
JUDGE, 92ND D.C.	JUDGE, 93RD D.C.	JUDGE, 139TH D.C.	JUDGE, 206TH D.C.	JUDGE, 275TH D.C.	JUDGE, 332ND D.C.	JUDGE, 370TH D.C. OVERSEER	JUDGE, 389TH D.C.	JUDGE, 398TH D.C.

AGUAWORKS

2907 North Central Avenue
Brownsville, Texas 78526

INVOICE
2011168

1 PAGE NO.
2011168 INVOICE NO.
1/31/11 INVOICE DATE
2011168 PICK TICKET
200191 CUSTOMER NO.
001 WAREHOUSE

RECEIVED BY COUNTY AUDITOR
2011 FEB 14 PM 10 35

FEB 02 2011

SOLD TO
HIDALGO COUNTY PRECINCT #4
1102 N. DOOLITTLE RD.
EDINBURG, TX
78539

Customer No. 200191

SHIP TO
HIDALGO COUNTY PRECINCT #4
PO #652020
1051 N. DOOLITTLE ROAD
EDINBURG, TX
78542

CUSTOMER P.O. NUMBER	JOB NAME	JOB NO.	DUE DATE	SHIP DATE	SHIPPING METHOD
652020	PVC CASING		3/02/11	1/31/11	Our Truck

LINE	PRODUCT NO./ DESCRIPTION	U/M	QUANTITY	UNIT PRICE	DISCOUNT	EXTENDED AMOUNT
1	012FMDT1000 2"X1000' FORCMAIN BROWN TAPE "DETECTABLE"	EA	4	N/C	.00	
2	03242614 24"X14' SDR26 HW SEWER PIPE	FT	70	31.950	NET	2,236.50

Payment of	Due On	If Paid By	You Owe
2011168 2236.50	3/02/11	1/31/11	2236.50

Invoice Received By: Jose Mata on 02/08/2011
Goods/Services Received By: Tec 4 on 1/31/2011

1 1342 074 733
1 ~~1339~~-431-00-124-___-0-___
Pct.# 90
Pur. Req.# 188980
P.O.# ~~650~~ 652020
MAM

AMOUNT	2,236.50
TAX AMT%	.00
FREIGHT	.00
Other	.00
TOTAL DUE	2,236.50

A service charge equivalent to 2% per month
(24% per annum) will be added to past due invoices.

LOCALLY OWNED AND OPERATED

NO RETURNS ACCEPTED
WITHOUT PRIOR AUTHORIZATION

STANDARD TERMS NET 30

AGUAINV

AGUAWORKS

PICK TICKET

Phone #956 831 2500

PICK TICKET

DOCUMENT NUMBER **2011168**

SALES ORDER	PAGE NO. 1 END OF ORDER
PAYMENT TYPE	CHARGE
DOCUMENT DATE	1/31/11
DOCUMENT TIME	8:23:54

REMIT TO

PIPE & SUPPPLY, LLC
2907 N CENTRAL AVENUE
BROWNSVILLE, TEXAS 78526

WAREHOUSE

AGUAWORKS PIPE & SUPPLY
2907 NORTH CENTRAL AVENUE

BROWNSVILLE TX 78526

SOLD TO

HIDALGO COUNTY PRECINCT #4
1102 N. DOOLITTLE RD.
EDINBURG TX

CUSTOMER NO. 200191

SHIP TO

HIDALGO COUNTY PRECINCT #4
PO #652020
1051 N. DOOLITTLE ROAD
EDINBURG TX
78542

SPECIAL INSTRUCTIONS

.
PO #652020
1051 N. DOOLITTLE ROAD
EDINBURG

CUSTOMER P.O. NUMBER	JOB NAME	JOB NO.	SALES	ORDER DATE	SHIPPING METHOD
652020	PVC CASING		THB	1/31/11	OUR TRUCK

LINE	PRODUCT NUMBER	PRODUCT NO./ DESCRIPTION	QTY ORDERED	U/M	SHIPPED	B / O	UNIT PRICE	EXTENDED AMOUNT
001	012FMDT1000 011707 W18 B 004	**2"X1000' FORCMAIN BROWN TAPE** ✓ **"DETECTABLE"**	4	EA	**4**	*0*		4 EA
002	03242614 010604 Y06 C 001	**24"X14' SDR26 HW SEWER PIPE** ✓	70	FT	**70**	*0*		70 FT

HIDALGO COUNTY PCT.#4
RECEIVED BY
FEB 01 2010
DRAINAGE DEPT.
EDINBURG, TEXAS 78542

NO. CTNS	WEIGHT	SHIPPED VIA	SHIP DATE	PICKED BY	FILLED BY	PACKED BY	CHECKED BY
			1/31/11		RS		

AMOUNT	
TAX %	
FREIGHT	
TOTAL DUE	

MERCHANDISE CANNOT BE RETURNED WITHOUT PRIOR AUTHORIZATION
Any shortages or descrepancies concerning this order must be reported within 24 hours

RECEIVED BY
X

DATE RECEIVED 1/31/11

AGUAPICK

AGUAWORKS
2907 North Cental Avenue
Brownsville, Texas 78526
Phone 956-831-2500
Fax:956-831-2525

Bid Document 5001997

TO
HIDALGO COUNTY PRECINCT #4
1102 N. DOOLITTLE RD.
EDINBURG, TX
78539

Date 1/25/11 Bid Name: HIDALGO PCT 4 PVC CASING Page 1

Line	Quantity	Sell Per	Description	Unit Price	Extended Price
10	70	FT	24"X14' SDR26 HW SEWER PIPE	31.95	2,236.50
20	4	EA	2"X1000' FORCMAIN BROWN TAPE "DETECTABLE" FAX # 956-381-5905	N/C	.00

Subtotal: 2,236.50
Tax: .00
Bid Total: 2,236.50

AGUARD

Purchase Order

COUNTY OF HIDALGO

PO#: 652020

DATE: 01/28/11

VENDOR: 384976 REQ:00188980
FAX (956)831-2525 Email:
Phone:(956)831-2500
AGUAWORKS PIPE & SUPPLY, LLC
2907 NORTH CENTRAL AVENUE
BROWNSVILLE TX 78526
Vendor Acct:

BUYER: TMATA
SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542
CONTACT:
SITE: HIDALGO CO. PCT 4

Special Instructions: Pct Req#90

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		Ferguson Waterworks $3518.25 956-283-0137 ACT Pipe & Supply $2275.00 956-583-1558		
70	FT	OM San Carlos Drainage Improvement Projects: Pct 4 Faysville Pump Project 24" x 14' SDR26 HW SEWER PIPE 2" x 1000' Forcemain Brown Tape N/C	31.95	2,236.50
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		2,236.50

****
For Hidalgo County use only
1-1342-431-00-124-074-0-733 2,236.50

Approved

Authorized by: Martha L. Salazar pmw

AGUAWORKS
2907 North Cental Avenue
Brownsville, Texas 78526
Phone 956-831-2500
Fax:956-831-2525

Bid Document 5001997

TO
HIDALGO COUNTY PRECINCT #4
1102 N. DOOLITTLE RD.
EDINBURG, TX
78539

Date 1/25/11 Bid Name: HIDALGO PCT 4 PVC CASING Page 1

Line	Quantity	Sell Per	Description	Unit Price	Extended Price
10	70	FT	24"X14' SDR26 HW SEWER PIPE	31.95	2,236.50
20	4	EA	2"X1000' FORCMAIN BROWN TAPE "DETECTABLE" FAX # 956-381-5905	N/C	.00

Subtotal: 2,236.50
Tax: .00
Bid Total: 2,236.50

AGUABID

AGUAWORKS
2907 North Cental Avenue
Brownsville, Texas 78526
Phone 956-831-2500
Fax:956-831-2525

Bid Document 5001997

TO
HIDALGO COUNTY PRECINCT #4
1102 N. DOOLITTLE RD.
EDINBURG, TX
78539

Date 1/25/11 Bid Name: HIDALGO PCT 4 PVC CASING

Line	Quantity	Sell Per	Description	Unit Price	Extended Price
10	70	FT	24"X14' SDR26 HW SEWER PIPE	31.95	2,236.50
20	4	EA	2"X1000' FORCMAIN BROWN TAPE	N/C	.04
			"DETECTABLE" FAX # 956-381-5905		

Subtotal: 2,236.50
Tax: ~~184.51~~
Bid Total: ~~2,421.01~~

FERGUSON ENTERPRISES, INC.

FERGUSON ENTERPRISES, INC
705 E EXPRESSWAY 83
PHARR, TX 78577-0000

Deliver To: GEORGE GUERRA
From: Ram Ramirez
Comments: 4 PLUS WEEKS OUT

15:47:26 JAN 25 2011

FERGUSON ENTERPRISES, INC.
FERGUSON ENTERPRISES, INC #116
Price Quotation
Phone : 956-283-0137
Fax : 956-283-0560

Bid No.....: B212174
Bid Date....: 01/25/11
Quoted By.: RNR

Cust Phone: 956-289-7850
Terms.....: NET 10TH PROX

Customer: COUNTY OF HIDALGO
TA HIDALDO COUNTY BLDG & GROUN
2802 S US HWY 281
EDINBURG, TX 78539

Ship To: COUNTY OF HIDALGO
TA HIDALDO COUNTY BLDG & GROUN
2802 S US HWY 281
EDINBURG, TX 78539

Cust PO#...:

Job Name:

Item	Description	Quantity	Net Price	UM	Total
P40BEP2420	24 X 20 FT PVC SCH40 BE PIPE	60	5863.750	C	3518.25
	ADD FOR FREIGHT				

Net Total:	3518.25
Tax:	0.00
Total:	3518.25

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This quote is offered contingent upon the buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseleyna.com/terms_conditionsSale.html. Govt Buyers: All items are open market unless noted otherwise.

32 50, 60 ft

A.C.T. Verbal

Salesman - Jorge 7 · 2,278

ACT Pipe & Supply

1004 N. SHARY RD
MISSION, TX 78572

JAN 25 2011

Job Name: HIDALGO COUNTY PCT #4

City:

Engineer:

Quote Date: 1/25/2011

Bid Date:

Bid Time:

Notes/Comments: ATTN: JORGE GUERRA

Proposal prices are based upon order for the total quantity, for immediate shipment. Proposal is contingent upon the Buyer's acceptance of ACT's Terms and Conditions of Sale. Complete Terms and Conditions of Sale are available upon request and appear on ACT's website at *www.actpipeandsupply.com* , and ACT's Terms and Conditions of Sale are a part hereof and are incorporated herein by reference. ACT objects to all other terms and conditions. ACT is not responsible for delays or shortage of product due to causes beyond its reasonable control. **THE BUYER'S SOLE AND EXCLUSIVE WARRANTY, IS ANY, IS THAT PROVIDED BY THE MANUFACTURER OF THE GOODS AND MATERIALS, AND SUCH WARRANTY, IF ANY, EXTENDS ONLY TO THE ORIGINAL BUYER. ACT MAKES NO EXPRESS OR IMPLIED BY OPERATIONS OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, AND IN NO EVENT, WILL ACT BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR LIQUIDATED DAMAGES OF ANY KIND, WHETHER BASED UPON WARRANTY, CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION ARISING IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, TRANSPORTATION, INSTALLATION OR REPAIR OF THE GOODS AND MATERIALS SOLD BY ACT. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES, AND IN NO EVENT, SHALL ACT's LIABILITY, IF ANY, EXCEED THE NET SALES PRICE OF THE DEFECTIVE GOODS AND/OR MATERIALS.**

Bid Item#	Qty	Item Description	UM	Unit Price	Extension
	70	24 X 14 SDR 26 HW PVC SEWER PIPE GJ	FT	32.50	$2,275.00
		SUBTOTAL			$2,275.00

Jorge Zavala
Manager - Underground

Phone: 956-583-1558
Fax: 956-580-4987

Hidalgo County
Precinct #4
"San Carlos Drainage Improvements"

2/8/2011

SAN CARLOS DRAINAGE IMPROVEMENTS
1-1342-431-00-124-074-0-733

VENDOR	OBJ.#	P.O.#	REQ.#	PCT.#	INV. DATE	INVOICE #	INV. $	AUDITOR'S REMARK'S
Aguaworks Pipe & Supply, LLC	**733**	**652020**	**188980**	**090**	**1/31/2011**	**2011168**	**$2,236.50**	

ATTENTION: Lupita

RECEIVED BY COUNTY AUDITOR
2011 FEB 14 PM 10 35

PREPARED BY: T.MATA

AI-27313 **15.A.4.**

Exemption from Competitive Procurement Requirements Food/Vehicle & Equipment Repairs / Parts-County owned Heavy Equipment

CC REGULAR

Date:	07/12/2011
Submitted By:	Matilde Faz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Exemption from Competitive Procurement Requirements:
a. Requesting exemption from competitive bidding requirements under Tx. Local Government Code, Chapter 262, Section .024 (a) (3)-"an item necessary because of unforeseen damage to public property", and (7)"an item that can be obtained from only one source, including":(D)-"captive replacement parts or components for equipment;"and (11) "vehicle and equipment repairs";

b. Requesting authority to purchase repairs only (excludes maintenance for vehicles or equipment) for County-owned vehicles and equipment from the vendors identified and detailed revised list attached hereto through the established and approved procedures for the requisition and purchase order process with said authority to extend through December 31, 2011;

c. Requesting authority to purchase parts for County-owned heavy equipment and machinery from the vendors identified and detailed revised list attached hereto through the established and approved procedures for the requisition and purchase order process with said authority to purchase through December 31, 2011.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No funding required at this time. Funds would need to be identified at time of purchase.

Attachments

Link: Updated Exempt Vendor's List

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Nielda Cavazos	07/01/2011 08:46 AM	APRV

2	Budget & Management	Merlen P. Munoz	07/01/2011 08:56 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	07/01/2011 10:06 AM	APRV
4	Auditor's Office	Arcilia Duran	07/08/2011 01:48 PM	APRV
5	Martha Salazar	Marty Salazar	07/08/2011 03:07 PM	APRV

Form Started By: Matilde Faz Started On: 06/28/2011 03:58 PM

Final Approval Date: 07/08/2011

Hidalgo County Owned Vehicles Heavy Equipment
Vendors for Parts, Repair and Maintenance

Vendor ID No.	Company Name	Address	City	State	Zip Code
351873	ALL TUNE AND LUBE	122 N. MCCOLL	EDINBURG	TX	78541
196339	AMERICAN AUDIO ALARM & TINT	1509 W. BUS. 83 STE A	WESLACO	TX	78596
194123	AMERICAN AUDIO ALARM & TINT & AUTO GLASS	716 S. CLOSNER	EDINBURG	TX	78539
318108	AMERICAN MACHINE SHOP & PUMPS	2120 E. RICHARDSON	EDINBURG	TX	78541
313955	BRYAN PARK EXXON	1211 E. 9TH ST.	MISSION	TX	78572
4537	BURTON AUTO SUPPLY, INC.	P.O. BOX 2201	DECATUR	AL	35609-2201
43265	CAMCO WHEEL & AXLE	P.O. BOX 1685	PHARR	TX	78577
178918	CAR CARE CENTER	319 W. 10TH ST	MISSION	TX	78572
284041	CARRILLO INVESTMENTS, INC.	DBA VIC'S AUTO REBUILDERS	PHARR	TX	78577
140651	CARWASH CARWASH	4515 N. 10TH	MCALLEN	TX	78504
213861	COLLISON MASTERS AUTO BODY SHOP	DBA TOW MASTERS WRECKER	MISSION	TX	78572
227153	ECONOMY TIRES & WHEELS	10006 N. MOOREFIELD RD	MISSION	TX	78574
349631	FALCON SEAL & SUPPLY	P.O. BOX 2643	MCALLEN	TX	78502
344699	FIESTA CHEVROLET, INC.	4002 S. EXPRESSWAY 281	EDINBURG	TX	78542
231266	G & S GLASS LLC	616 N. CLOSNER BLVD	EDINBURG	TX	78539
169242	GCR TIRE CENTER	DBA GCR TIRE CENTERS	NASHVILLE	TN	37214
286346	GCR TIRE CENTERS	1402 N. 77 SUNSHINE STRIP	HARLINGEN	TX	78550
14788	GOODYEAR AUTO SERVICE CENTER	4201 N. 23RD ST	MCALLEN	TX	78504
179442	IVAN'S AUTOMOTIVE	2245 S. CLOSNER	EDINBURG	TX	78539
43664	JOE'S SERVICE CENTER, INC.	501 N. CLOSNER	EDINBURG	TX	78541
169757	KIP'S KWIK LUBE CENTER, INC.	P.O. BOX 532189	HARLINGEN	TX	78553
22357	MADDEN'S PICK-UP COVERS, INC.	2021 N. 23RD ST	MCALLEN	TX	78501
164755	MARES' WINDSHIELDS/GLASS	505 E. SCHUNIOR ST	EDINBURG	TX	78541
125334	MINGO'S CAR KLINIC	510 N. CLOSNER	EDINBURG	TX	78541
221945	O'REILLY AUTO PARTS	233 S. PATTERSON	SPRINGFIELD	MO	65801
370045	PENA'S SPRAY ON BEDLINERS	6912 LOMA LINDA ST.	MISSION	TX	78572
150797	PETROLEUM SOLUTIONS INC.	P.O. BOX 2346	MCALLEN	TX	78502-2346
91987	PUEBLO TIRES & SERVICE	BUSINESS OFFICE	MCALLEN	TX	78501
315486	RADIADORES DEL VALLE	9514 N. FM 1015	MERCEDES	TX	78570
156876	RAM TRUCK SERVICE, INC.	2500 W. EXPRESSWAY 83	MISSION	TX	78572
299715	RAUL LONGORIA RADIATOR SHOP	3302 S. RAUL LONGORIA RD	EDINBURG	TX	78539
174343	REYES TARP & TENTS	802 WEST STATE	PHARR	TX	78577
311987	SEPULVEDA'S AUTO SERVICE #2	2204 OLMO AVE	SAN JUAN	TX	78539

Hidalgo County Owned Vehicles Heavy Equipment
Vendors for Parts, Repair and Maintenance

Vendor ID No.	Company Name	Address	City	State	Zip Code
34754	SOUTH HI WAY GARAGE, INC.	2325 S. HWY 281	EDINBURG	TX	78539
196983	SOUTH TEXAS PUMP, INC.	P.O. BOX 1852	WESLACO	TX	78599
328804	SOUTHERN TIRE MART	345 W. EXPRESSWAY 83	PHARR	TX	78577
372854	STUTZ AUTO SERVICE, INC.	2408 W. PECAN BLVD.	MCALLEN	TX	78501
135224	SUMMIT MANUFACTURING, INC.	P.O. BOX 626	MISSION	TX	78572-0626
336319	SUPERIOR OIL EXPRESS	1704 S. SUGAR RD	EDINBURG	TX	78539
223638	TEXAS TARPS	P.O. BOX 1109	LA BLANCA	TX	78558
37214	TEXAS TOOL COMPANY	307(K) CENTER ST.	MCALLEN	TX	78501
98035	THREE STAR MUFFLER & RADIATOR SHOP	201 E. 10TH	MISSION	TX	78572
38245	THREE STAR MUFFLER SHOP	313 N. TEXAS BLVD	WESLACO	TX	78596
347078	THREE STAR MUFFLER SHOP	901 E. UNIVERSITY DR.	EDINBURG	TX	78539
214264	TRI-COUNTY COMMUNICATIONS, LTD	1421 E. PIKE BLVD	WESLACO	TX	78596
132799	VALLEY OUTDOOR POWERM EQUIPMENT, INC.	1012 E. FERGUSON (FM 495)	PHARR	TX	78577
208078	VIDEO SOUND & LIGHT ENTERPRISES, INC.	3716 S. US HWY 281	EDINBURG	TX	78539
220833	WINDSHIELD XPRESS	101 E. WARREN ST.	PHARR	TX	78577
369985	WINDSHIELD XPRESS HRL	2430 W. BUS. 77	SAN BENITO	TX	78586
40991	W.W. GRAINGER, INC.	100 GRAINGER PARKWAY	LAKE FOREST	IL	60045-5201

AI-27296 **15.A.5.**

Approval to cease negotiations with Godinez Communications for Profess. Consult. Serv.

CC REGULAR

Date:	07/12/2011
Submitted By:	Yolanda Velasquez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Requesting authority/approval to cease negotiations with Godinez Communications (sole respondent) as approved by Commissioners Court (AI# 26799 on 5-31-11);

b. Approval of cancellation of RFP number 2011-117 "Professional consulting services to assist, assess, review, and facilitate Hidalgo County's Revenue and expenditure efficiencies".

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary budgetary/ fiscal impact.

Attachments

Link: AI 26799

Link: legal notice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Nielda Cavazos	06/30/2011 01:50 PM	APRV
2	Budget & Management	Merlen P. Munoz	06/30/2011 01:57 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	07/08/2011 09:40 AM	APRV
4	Auditor's Office	Arcilia Duran	07/08/2011 01:16 PM	APRV
5	Martha Salazar	Marty Salazar	07/08/2011 03:05 PM	APRV

Form Started By: Yolanda Velasquez — Started On: 06/27/2011 04:00 PM

Final Approval Date: 07/08/2011

AI-26799 **22.A.4.**

Professional Consulting Services to Assist, Assess, Review and Facilitate the County's Revenue and Expenditure Efficiencies

CC REGULAR

Date:	05/31/2011
Submitted By:	Yolanda Velasquez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Acceptance of the scoring/evaluation grid (from the designated grading committee) for the purpose of CC to declare as "Qualified" the sole response received from Godinez Communications so as to proceed with the next phase of the procurement process-authority to negotiate; and

b. Authority for Purchasing Department to negotiate a contract with Godinez Communications for the provision of services as requested in RFP No: 2011-117-05-04-YZV-"Professional Consulting Services to Assist, Assess, Review and Facilitate the County's Revenue and Expenditure Efficiencies"

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding for each Work Authorization would need to be identified through the Department of Budget and Management.

No funds are required at this stage of procurement process.

Attachments

Link: Participation Log-Acceptance Sheet

Link: scoring grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/25/2011 11:57 AM	APRV
2	Budget & Management	Ivan Cantu	05/25/2011 01:14 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	05/26/2011 10:52 AM	APRV
4	Auditor's Office		05/27/2011 01:39 PM	NEW

Form Started By: Yolanda Velasquez
Started On: 05/23/2011 02:12 PM
Final Approval Date: 05/27/2011

RFP NO: 2011-197-00-00YZV	Buyer: YOLANDA Z VELASQUEZ	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

HIDALGO COUNTY

"PROFESSIONAL CONSULTANT SERVICES FOR OPERATIONAL AND FISCAL REVIEW OF H.C. PROJECTS AND/OR PROGRAMS"

PROPOSAL ACCEPTANCE DATE

Month 00, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2626

Form HCPD-04

1. **Sealed Proposals w/qualifications** will be received for **"Hidalgo County–PROFESSIONAL CONSULTANT SERVICES FOR OPERATIONAL AND FISCAL REVIEW OF H.C. PROJECTS AND/OR PROGRAMS",** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposals may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. **ONE (1) ORIGINAL AND SEVEN (7) CD's** are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, "**RFP No: 2011-197-00-00-YZV- Hidalgo County- "PROFESSIONAL CONSULTANT SERVICES FOR OPERATONAL AND FISCAL REVIEW OF H.C. PROJECTS AND/OR PROGRAMS"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas on **or before 9:30 a.m. WEDNESDAY, MONTH 00, 2011.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE WITH THE FOLLOWING REFERENCE: RFP NO: 2011-197-00-00-YZV -HIDALGO COUNTY- "PROFESSIONAL CONSULTANT SERVICES FOR OPERATIONAL AND FISCAL REVIEW OF H.C. PROJECTS AND/OR PROGRAMS"

   WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956) 292-7612 or via email to yolanda.velasquez@co.hidalgo.tx.us. by NO LATER THAN Wednesday, MONTH 00, 2011, at 5:00 p.m. Responses will be sent to all applicants by Friday MONTH 00, 2011 at 5:00 p.m. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A)** separate and accept, or eliminate any items(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B)** reject any or all proposals/qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C)** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed and/or services to be provided or rendered at a County owned or operated location, each submitter shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field

dimensions and note all circumstances which affect the proposal

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to accept proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by Hidalgo County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all RFP's. w/Q

11. Costs are to be net F.O.B. destination County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County's budget for this fiscal year only. County on an annual basis has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. <u>DELIVERY INSTRUCTIONS:</u>

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. **<u>BILLING AND PAYMENT INSTRUCTIONS</u>**:

- Invoices must include:
  - a) Name and address of successful submitter
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)

d) Notation - **"HIDALGO COUNTY- PROFESSIONAL CONSULTANT SERVICES FOR OPERATIONAL AND FISCAL REVIEW OF H.C. PROJECTS AND/OR PROGRAMS"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

e) Contract Number must be indicated on all invoices

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Ray Eufracio, CPA, Hidalgo County Auditor
2802 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. SCHEDULE OF EVENTS

Proposal Acceptance Date:	**MONTH 00, 2011**
Award of Contract	2011
Commence Work or Deliver Products	2011

18. ~~BID OR PERFORMANCE BOND AND~~ DEBARMENT CERTIFICATION~~; PAYMENT UNDER CONTRACT:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all submitters shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

  All participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications~~.

19. **ETHICAL STANDARDS**:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. <u>DISCLOSURE OF CONFLICT OF INTEREST:</u>

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **<u>COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.</u>**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and

local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
    - Possess or is able to obtain adequate financial resources as required to perform under the proposal;
    - Be able to comply with the required or proposed delivery schedule;
    - Have a satisfactory record of performance;
    - Have a satisfactory record of integrity and ethics;
    - Be otherwise qualified and eligible to receive an award.

24 . Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful proposer will be in effect until:
    a) the contract expires;
    b) delivery and acceptance of products, and/or performance of services ordered, or;
    c) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

27. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

28. Successful proposer shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material,

workmanship and the like. Items supplied under a contract pursuant to this Request for Proposal shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

31. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

32. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Proposal for
HIDALGO COUNTY-
"PROFESSIONAL CONSULTANT SERVICES FOR OPERATIONAL AND FISCAL REVIEW OF H.C. PROJECTS AND/OR PROGRAMS"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned submitter proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned submitter further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Submitter agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting proposal, as contained in the Requirements.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

AI-27390 **15.A.6.**

Construction Materials Testing for All of Precinct # 3 Projects 'On an as Needed Basis"

CC REGULAR

Date:	07/12/2011
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional/construction material testing/ services;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Engineers for Construction Materials Testing for all of Precinct No. 3 Projects "On an as Needed Basis"

Evaluator	L&G Engineering Laboratory	Millennium Engineers Group	Terracon
Evaluator 1	100	94	88
Evaluator 2	96	96	87
Scores	196	190	175
Average	98	95	87.5
Ranking			

c. Authority for the Purchasing Department to negotiate a professional (Engineering Services) contract with the No. 1 ranked firm of _____ for the provision of Construction Material Testing Services for (all of Precinct No. 3 projects "On an as Needed Basis".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:**

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

BUDGETARY IMPACT:

Funding will be identified per project

Attachments

Link: Memo

Link: Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	07/07/2011 10:30 AM	APRV
2	Budget & Management	Merlen P. Munoz	07/07/2011 10:41 AM	APRV
3	Olga Garza	Olga Garza	07/07/2011 01:56 PM	APRV
4	Auditor's Office	Arcilia Duran	07/08/2011 01:51 PM	APRV
5	Martha Salazar	Marty Salazar	07/08/2011 03:30 PM	APRV

Form Started By: Nielda Cavazos Started On: 07/05/2011 01:08 PM

Final Approval Date: 07/08/2011

MEMORANDUM
(THOROUGH REVIEW RECOMMENDED/REQUIRED)

TO: Mr. Joe M Flores, Commissioner
Hidalgo County Commissioners Precinct No. 3

ATTN: Norma Ceballos, Executive Assistant

FROM: Martha L. Salazar, CCPB-Hidalgo County Purchasing Agent
Nielda Cavazos, Hidalgo County Purchasing Department, Administrative Assistant

DATE: June 28, 2011

SUBJECT: SOQ –Selection of Construction Material Testing "On an as Needed Basis"

Attached you will find Statements of Qualifications as per your request for grading, scoring and evaluating Statements of Qualifications from Hidalgo County's approved "Pool" of Construction Materials Testing Services.

Enclosed for your grading, scoring and evaluation task are the following firms as per your request dated June 28, 2011. We ask that the firms you have nominated provide the type of construction material testing services you require for the "On as Needed Basis" projects in precinct no. 3. The "Pool" list specifically identifies the area of construction materials testing services as identified in the submitted Statements of Qualifications.

1) A complete Statements of Qualifications packet for Construction Material Testing Services
- a) Terracon
- b) Millennium Engineering
- c) L & G Engineering Laboratory

All approved through Hidalgo County's Pool of Professional Engineering. **We recommend that a close review of the SOQ Packet be made so as to completely familiarize yourselves with the firms qualifications contained in the SOQ's. Scoring Sheets for each SOQ are provided. Please make any notations necessary to document your scores**

2) Upon scoring the engineering firms, please submit your scoring sheets to the Purchasing Department along with **All Statements of Qualifications Packets must be returned to the Purchasing Department after completing the evaluations**. The information contained in the Statements of Qualifications is confidential and may not be reproduced or provided to any other third parties. Thereafter, the Purchasing Department will proceed to place on Commissioners' Court agenda for action.

Thank you for your cooperation in this important matter. If you have any questions or require additional information, contact Martha L. Salazar or Nielda Cavazos at (956) 292-7000, ext 4853 respectively.

Enclosures

ACKNOWLEDGEMENT OF RECIEPT OF MEMO AND SOQ PACKET
Remit to: Martha L. Salazar or Nielda Cavazos- Hidalgo County Purchasing Department

Received by _____ Print Name/Title _____ Date _____

HIDALGO COUNTY PRECINCT NO 3

FOR

Construction Material Testing Services

"On an as Needed Basis"

Scoring & Evaluation GRID

Engineering Services

Total Scores	L&G Engineering Services	Millennium Engineers Group	Terracon
Evaluator 1	100	94	88
Evaluator 2	96	96	87
Scores	196	190	175
Average	98	95	87
RANKING			

*Scoring & Evaluation was completed by Pct No 3 *

AI-27363 **15.B.1.**

Hidalgo County Precinct No. 1 Constable New Building (Civil Engineering Services)

CC REGULAR

Date:	07/12/2011
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 1

Information

CAPTION

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

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Civil Engineering Services for Hidalgo County Precinct No.1 Constable New Building

Evaluator	Guzman Engineering Services	Dannenbaum Engineering	Rodriguez Engineering
Evaluator1	97	95	91
Evaluator 2	98	97	95
Evaluator 3	97	96	90
Total	292	288	276
Average	97	96	92
Ranking			

c. Authority for the Purchasing Department to negotiate a professional (Civil Engineering Services) contract with the No. 1 ranked firm of _____
for the provision of: Hidalgo County Precinct Constable Precinct No.1 new building.

BACKGROUND

Scoring Grid will be provided in Court

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1336-421-00-220-042-0-720

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

BUDGETARY IMPACT:

Available balance as of 6-30-11 $504,172.77; additional funding, as needed, will be in place once contract negotiations are completed and final contract is approved by CC and executed.

Attachments

Link: email

Link: Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Nielda Cavazos	06/30/2011 11:53 AM	APRV
2	Budget & Management	Merlen P. Munoz	06/30/2011 01:01 PM	APRV
3	Ivan Cantu	Ivan Cantu	06/30/2011 02:25 PM	APRV
4	Auditor's Office	Monica Badillo	07/06/2011 01:27 PM	APRV
5	Purchasing Department (Originator)	Marty Salazar	07/07/2011 05:18 PM	APRV
6	Auditor's Office	Arcilia Duran	07/08/2011 01:54 PM	APRV

Form Started By: Nielda Cavazos Started On: 06/30/2011 11:17 AM

Final Approval Date: 07/08/2011

Nielda Cavazos

From: Noe Montez [noe.montez@co.hidalgo.tx.us]
Sent: Wednesday, July 06, 2011 4:20 PM
To: 'Nielda Cavazos'

Just to follow up on our conversation related to the Pct. 1 New Constables offices.... Please be advised that Pct. 1 is requesting the following: S.O.Q's

Constables Pct. 1 new building:

Civil Eng:

1. Guzman & Munoz
2. Dannenbaum Engineering
3. Rodriguez Engineering

Construction Project Manager

1. Dannenbaum Engineering
2. G.A.S. Enterprises
3. Sam Engineering

Thanks in advance for your assistance.....

Noe Montez, CPM
Director Of Management Support
1902 Joe Stephens Ave
Weslaco, Tx 78596

This e-mail and its attachments are intended only for the use of the individual or entity who is the intended recipient and may contain information that is privileged, confidential and exempt from disclosure or any type of use under applicable law. If the reader of this e-mail is not the intended recipient, or the employee, agent or representative responsible for delivering the e-mail to the intended recipient, you are hereby notified that any dissemination, distribution, copying, or other use of this e-mail is strictly prohibited. If you have received this e-mail in error, please reply immediately to the sender and delete.

HIDALGO COUNTY PRECINCT NO 1
FOR
Constable New Building Construction
Civil Engineering Services
Scoring & Evaluation
GRID

Engineering Services

Total Scores	Guzman Engineering	Dannenbaum Engineering	Rodriguez Engineering
Evaluator 1	97	95	91
Evaluator 2	98	97	95
Evaluator 3	97	96	90
Total	292	288	276
Average	97	96	92
RANKING			

*Scoring & Evaluation was completed by Pct No 1 and Purchasing *

AI-27364 **15.B.2.**

Hidalgo County Precicnt No. 1 Constable New Building (Construction Management Services)

CC REGULAR

Date:	07/12/2011
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 1

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional construction management services;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Construction Management Services for: Hidalgo County Precinct No.1 Constable New Building

Evaluators	SAMES	Dannenbaum Engineering	G A S Enterprises
Evaluator 1	91	93	96
Evaluator 2	85	90	93
Evaluator 3	88	97	95
Total	176	280	284
Average	88	93	94.67
Ranking			

c. Authority for the Purchasing Department to negotiate a professional (Construction Management Services) contract with the No. 1 ranked firm of _____ for the provision of: Hidalgo County Precinct Constable Precinct No.1 new building

BACKGROUND

Scoring Grid will be provided in Court

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1336-421-00-220-042-0-720

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

BUDGETARY IMPACT:

Available balance as of 6-30-11 $504,172.77; additional funding, as needed, will be in place once contract negotiations are completed and final contract is approved by CC and executed.

Attachments

Link: email

Link: Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
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3	Ivan Cantu	Ivan Cantu	06/30/2011 02:25 PM	APRV
4	Auditor's Office	Monica Badillo	07/06/2011 11:51 AM	APRV
5	Purchasing Department (Originator)	Marty Salazar	07/07/2011 05:19 PM	APRV
6	Auditor's Office	Arcilia Duran	07/08/2011 01:57 PM	APRV
7	Martha Salazar	Marty Salazar	07/08/2011 03:09 PM	APRV

Form Started By: Nielda Cavazos Started On: 06/30/2011 11:36 AM

Final Approval Date: 07/08/2011

Nielda Cavazos

From: Noe Montez [noe.montez@co.hidalgo.tx.us]
Sent: Wednesday, July 06, 2011 4:20 PM
To: 'Nielda Cavazos'

Just to follow up on our conversation related to the Pct. 1 New Constables offices.... Please be advised that Pct. 1 is requesting the following: S.O.Q's

Constables Pct. 1 new building:

Civil Eng:

1. Guzman & Munoz
2. Dannenbaum Engineering
3. Rodriguez Engineering

Construction Project Manager

1. Dannenbaum Engineering
2. G.A.S. Enterprises
3. Sam Engineering

Thanks in advance for your assistance.....

Noe Montez, CPM
Director Of Management Support
1902 Joe Stephens Ave
Weslaco, Tx 78596

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HIDALGO COUNTY PRECINCT NO 1
FOR
Constable New Building Construction Management Services
Scoring & Evaluation
GRID

Engineering Services

Total Scores	Sames	Dannenbaum Engineering	G.A.S. Enterprises
Evaluator 1	91	93	96
Evaluator 2	85	90	93
Evaluator 3	88	97	95
Total	176	280	284
Average	58	93	94
RANKING			

*Scoring & Evaluation was completed by Pct No 1 and Purchasing *

AI-27404 **16.D.**

Claim of Homero Llanas

CC REGULAR

Date:	07/12/2011
Submitted By:	Rosie Luna, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Homero Llanas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	07/06/2011 09:14 AM	APRV
2	Auditor's Office	Arcilia Duran	07/06/2011 04:42 PM	APRV
3	Purchasing Department	Marty Salazar	07/07/2011 08:53 AM	APRV
Form Started By: Rosie Luna			Started On: 07/06/2011 09:05 AM	
Final Approval Date: 07/07/2011				

AI-27406 **16.E.**

Claim of AT&T

CC REGULAR

Date:	07/12/2011
Submitted By:	Rosie Luna, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of AT&T

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	07/06/2011 09:15 AM	APRV
2	Auditor's Office	Arcilia Duran	07/06/2011 04:42 PM	APRV
3	Purchasing Department	Marty Salazar	07/07/2011 08:53 AM	APRV

Form Started By: Rosie Luna — Started On: 07/06/2011 09:12 AM

Final Approval Date: 07/07/2011

AI-27408 **16.F.**

Claim of Elias Martinez

CC REGULAR

Date:	07/12/2011
Submitted By:	Rosie Luna, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Elias Martinez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	07/06/2011 09:16 AM	APRV
2	Auditor's Office	Arcilia Duran	07/06/2011 04:42 PM	APRV
3	Purchasing Department	Marty Salazar	07/07/2011 08:53 AM	APRV
Form Started By: Rosie Luna			Started On: 07/06/2011 09:14 AM	
Final Approval Date: 07/07/2011				

AI-27429 **16.G.**

C-1204-10-C; Javier Carreon v. Hidalgo County

CC REGULAR

Date:	07/12/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Closed Session

Information

CAPTION

C-1204-10-C; Javier Carreon v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	07/06/2011 03:49 PM	APRV
2	Auditor's Office	Arcilia Duran	07/06/2011 04:42 PM	APRV
3	Purchasing Department	Marty Salazar	07/07/2011 08:53 AM	APRV
Form Started By: Monica Badillo			Started On: 07/06/2011 03:45 PM	
Final Approval Date: 07/07/2011				

AI-27450 **16.H.**

C-1363-11-D; Palo Rojo Inc. v. Linda Lee Gonzalez and Hidalgo County Planning and Zoning

CC REGULAR

Date:	07/12/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Closed Session

Information

CAPTION

C-1363-11-D; Palo Rojo Inc. v. Linda Lee Gonzalez and Hidalgo County Planning and Zoning

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	07/08/2011 09:42 AM	APRV
2	Auditor's Office	Arcilia Duran	07/08/2011 09:57 AM	APRV
3	Purchasing Department	Marty Salazar	07/08/2011 10:10 AM	APRV
Form Started By: Monica Badillo			Started On: 07/08/2011 09:34 AM	
Final Approval Date: 07/08/2011				

AI-27405 **17.D.**

Claim of Homero Llanas

CC REGULAR

Date:	07/12/2011
Submitted By:	Rosie Luna, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Homero Llanas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	07/06/2011 09:15 AM	APRV
2	Auditor's Office	Arcilia Duran	07/06/2011 04:42 PM	APRV
3	Purchasing Department	Marty Salazar	07/07/2011 08:53 AM	APRV

Form Started By: Rosie Luna — Started On: 07/06/2011 09:10 AM

Final Approval Date: 07/07/2011

AI-27407 **17.E.**

Claim of AT&T

CC REGULAR

Date:	07/12/2011
Submitted By:	Rosie Luna, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of AT&T

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	07/06/2011 09:15 AM	APRV
2	Auditor's Office	Arcilia Duran	07/06/2011 04:42 PM	APRV
3	Purchasing Department	Marty Salazar	07/07/2011 08:53 AM	APRV

Form Started By: Rosie Luna — Started On: 07/06/2011 09:13 AM

Final Approval Date: 07/07/2011

AI-27410 **17.F.**

Claim of Elias Martinez

CC REGULAR

Date:	07/12/2011
Submitted By:	Rosie Luna, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Elias Martinez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	07/06/2011 09:16 AM	APRV
2	Auditor's Office	Arcilia Duran	07/06/2011 04:42 PM	APRV
3	Purchasing Department	Marty Salazar	07/07/2011 08:53 AM	APRV

Form Started By: Rosie Luna — Started On: 07/06/2011 09:15 AM

Final Approval Date: 07/07/2011

AI-27430 **17.G.**

C-1204-10-C; Javier Carreon v. Hidalgo County

CC REGULAR

Date:	07/12/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Open Session

Information

CAPTION

C-1204-10-C; Javier Carreon v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	07/06/2011 03:49 PM	APRV
2	Auditor's Office	Arcilia Duran	07/06/2011 04:42 PM	APRV
3	Purchasing Department	Marty Salazar	07/07/2011 08:53 AM	APRV
Form Started By: Monica Badillo			Started On: 07/06/2011 03:46 PM	
Final Approval Date: 07/07/2011				

AI-27451 **17.H.**

C-1363-11-D; Palo Rojo Inc. v. Linda Lee Gonzalez and Hidalgo County Planning and Zoning

CC REGULAR

Date: 07/12/2011
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: Open Session

Information

CAPTION

C-1363-11-D; Palo Rojo Inc. v. Linda Lee Gonzalez and Hidalgo County Planning and Zoning

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	07/08/2011 09:42 AM	APRV
2	Auditor's Office	Arcilia Duran	07/08/2011 09:57 AM	APRV
3	Purchasing Department	Marty Salazar	07/08/2011 10:10 AM	APRV
Form Started By: Monica Badillo			Started On: 07/08/2011 09:35 AM	
Final Approval Date: 07/08/2011				